

ANNOTATED MINUTES

Tuesday, June 15, 1993 - 1:30 PM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Update on Community Based Dispute Resolution Programs Funded with Multnomah County's Portion of Oregon Dispute Resolution Commission Funds. Recommendation for Contract Renewals. Presented by Carolyn Marks Bax, Lisa Burke, Bob Donough and Anndy Wiselogle.

**PRESENTATION AND RESPONSE TO BOARD QUESTIONS
BY CAROLYN MARKS BAX, LYNN COX, BOB DONOUGH AND
ANNDY WISELOGLE.**

Tuesday, June 15, 1993 - 2:00 PM
Multnomah County Courthouse, Room 602

PUBLIC HEARING

- PH-2 Pursuant to ORS 294.430(2), the Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the Multnomah County 1993-94 Budget. A Quorum of the Multnomah County Board of Commissioners Will be in Attendance.
- PH-3 Pursuant to ORS 294.430(2), the Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the Multnomah County Service District No. 1 - Dunthorpe-Riverdale and Multnomah County Service District No. 14 - Mid-County 1993-94 Budgets. A Quorum of the Multnomah County Board of Commissioners Will be in Attendance.

**BUDGET PRESENTATION AND RESPONSE TO QUESTIONS
BY DICK HOWARD AND DAVE WARREN. COUNTY BOARD
RESPONSE TO QUESTIONS OF TSCC CHAIR JOSEPH
LABADIE AND MEMBERS THOMAS HATFIELD, LIANNE
THOMPSON, ROBERT BRUNMEIER AND TOM NOVICK.
PUBLIC HEARING HELD, NO ONE WISHED TO TESTIFY.**

Wednesday, June 16, 1993 - 7:30 AM
Portland Building, 1120 SW Fifth Avenue
14th Floor, Conference Room A

JOINT MEETING

- JM-4 Members of the Multnomah County Board of Commissioners and Multnomah County Library Board Will Meet to Discuss Issues Including Library Budget, County Board Expectations, Reference Line Charges, Utility Tax Versus Levy/General Obligation Bond, Entrepreneurial Initiatives Team, Citizen Budget Advisory Committee and Videos.

COUNTY AND LIBRARY BOARD MEMBER COMMENTS AND DISCUSSION. A SECOND JOINT MEETING WILL BE SCHEDULED IN THE NEAR FUTURE.

Thursday, June 17, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 9:30 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

CONSENT CALENDAR

COMMISSIONER SALTZMAN ADVISED HE IS ON THE PORTLAND COMMUNITY COLLEGE BOARD AND REQUESTED THAT ITEMS C-1, C-2 AND C-24 BE MOVED TO THE REGULAR AGENDA SO HE MAY ABSTAIN FROM VOTING.

CHAIR MIGGINS ADVISED HE IS REMOVING C-7 FROM THE AGENDA PENDING COUNTY COUNSEL CLARIFICATION.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE REMAINING CONSENT CALENDAR (ITEMS C-3 THROUGH C-6, C-8 THROUGH C-23 AND C-25 THROUGH C-34) WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- C-3 Ratification of Intergovernmental Agreement Contract #800124, Between Multnomah County and Mt. Hood Community College, Providing ABE/GED Instruction Within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail for Fiscal Year 93/94
- C-4 Ratification of Intergovernmental Agreement Contract #800184, Between Multnomah County and the City of Gresham, Wherein the Sheriff's Office Will Conduct Background Checks on Purchasers of Weapons for Fiscal Year 93/94

DEPARTMENT OF HEALTH

- C-5 Ratification of Intergovernmental Agreement Contract #200064, Between Multnomah County and Oregon Health Sciences University, Providing Dental Care for Up to 500 Low Income County Residents at the Russell Street Dental Center with Funds Provided by the Primary Care "330" Federal Grant for Fiscal Year 93/94
- C-6 Ratification of Intergovernmental Agreement Contract #200264, Between Multnomah County and the City of Portland, Providing County Reimbursement for Monitoring and Controlling Rats within and Originating from the City's Wastewater Collection System for Fiscal Year 93/94

- C-7 Ratification of Intergovernmental Agreement Contract #200274, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Providing County Reimbursement for Eligible Services Provided Under the "Babies First! Targeted Case Management Program"

PULLED FROM AGENDA PENDING CLARIFICATION FROM COUNTY COUNSEL.

- C-8 Ratification of Intergovernmental Agreement Contract #200354, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Providing Reimbursement of HIV Targeted Case Management Program Services Provided by the County
- C-9 Ratification of Intergovernmental Agreement Contract #201553, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Providing the County Health Department Direct Inquiry-Only Access to the OMAP Data System, for the Period Upon Execution through June 30, 1999
- C-10 Ratification of Intergovernmental Agreement Contract #200284, Between Multnomah County and the Oregon Department of Education, Wherein the County Will Perform Evaluation of Food Preparation Facilities and Meal-Serving Sites Operating Under the U.S. Department of Agriculture Summer Food Service Program During the Summer of 1993
- C-11 Ratification of Intergovernmental Agreement Contract #200374, Between Multnomah County and Clackamas County, Providing HIV Case Management Services for Persons with Disabling HIV Disease for Fiscal Year 93/94
- C-12 Ratification of Intergovernmental Agreement Contract #200384, Between Multnomah County and Tillamook County, Providing HIV Case Management Services for Persons with Disabling HIV Disease for Fiscal Year 93/94
- C-13 Ratification of Intergovernmental Agreement Contract #200394, Between Multnomah County and Clatsop County, Providing HIV Case Management Services for Persons with Disabling HIV Disease for Fiscal Year 93/94
- C-14 Ratification of Intergovernmental Agreement Contract #200414, Between Multnomah County and the Oregon Health Division, Wherein the County Will Pay State to Provide Diagnostic Hepatitis Testing for County Clients and the State Will Not Charge for Screening (Prenatal and Refugee) and Communicable Disease (Food Handlers) for Fiscal Year 93/94
- C-15 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #200883, Between Multnomah County and the Oregon Health Division, Reflecting an Increase in Program Funding for Fiscal Year 92/93

NON-DEPARTMENTAL

- C-16 In the Matter of the Appointments of Bruce Greene, Jane Gordon and Michael Dehner to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
- C-17 In the Matter of the Reappointments of Richard R. Harris and George Scherzer and the Appointment of Judy Homer to the MULTNOMAH COUNTY INVESTMENT ADVISORY BOARD

MANAGEMENT SUPPORT

- C-18 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #500782, Between Multnomah County and the State of Oregon, Regional Organized Crime Narcotics Agency (ROCN), Providing Civilian ROCN Employees the Opportunity to Continue Participation in the County's Self-Insured Group Health Plan for the 1993-94 Plan Year

DEPARTMENT OF SOCIAL SERVICES

- C-19 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

RESOLUTION 93-223.

- C-20 Ratification of Amendment No. 3 to Intergovernmental Agreement Contract #103512, Between Multnomah County and Oregon Senior and Disabled Services Division, Providing Funding for Aging Services Division Administration, Long Term Care and Contracted Community Services for Fiscal Year 92/93
- C-21 Ratification of Intergovernmental Agreement Contract #102284, Between Multnomah County and Oregon Senior and Disabled Services Division, Providing Funding for Aging Services Division Administration, Long Term Care and Contracted Community Services for Fiscal Year 93/94
- C-22 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #101883, Between Multnomah County and Washington County, Wherein Multnomah County Provides Housing and Supervision Services at the Juvenile Justice Division Facility for Washington County Youth Held in Detention, for the Period July 1, 1993 through September 30, 1993
- C-23 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #100023, Between Multnomah County and Clackamas County, Wherein Multnomah County Provides Housing and Supervision Services at the Juvenile Justice Division Facility for Clackamas County Youth Held in Detention, for the Period July 1, 1993 through September 30, 1993
- C-25 Ratification of Amendment No. 2 to Intergovernmental Agreement Contract #100153, Between Multnomah County and the City of Portland, Parks and Recreation, Providing

Increased Funding for State Mandated Immunization of Staff of Developmental Disabilities Service Providers at Risk of Exposure to Hepatitis B, for the Period March 1, 1993 through June 30, 1993

- C-26 Ratification of Amendment No. 4 to Intergovernmental Agreement Contract #100123, Between Multnomah County and the Oregon Commission for the Blind, Providing Increased Funding for State Mandated Immunization of Staff of Developmental Disabilities Service Providers at Risk of Exposure to Hepatitis B, for the Period March 1, 1993 through June 30, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-27 ORDER in the Matter of the Execution of Deed D930895 Upon Complete Performance of a Contract to G. Simpson

ORDER 93-224.

- C-28 ORDER in the Matter of the Execution of Quitclaim Deed D930896 to Correct an Historical Error in Title Precipitated by Tax Foreclosure

ORDER 93-225.

- C-29 ORDER in the Matter of the Execution of Quitclaim Deed D930897 to Correct an Historical Error in Title Precipitated by Tax Foreclosure

ORDER 93-226.

- C-30 ORDER in the Matter of the Execution of Quitclaim Deed D930898 to Correct an Historical Error in Title Precipitated by Tax Foreclosure

ORDER 93-227.

- C-31 ORDER in the Matter of the Execution of Quitclaim Deed D930899 to Correct an Historical Error in Title Precipitated by Tax Foreclosure

ORDER 93-228.

- C-32 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #3013087, Between Multnomah County and the City of Fairview, Wherein the County will Perform Certain Maintenance Functions on City Streets, for Fiscal Year 93/94

- C-33 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #3012987, Between Multnomah County and the City of Troutdale, Wherein the County will Perform Certain Maintenance Functions on City Streets, for Fiscal Year 93/94

- C-34 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #3012887, Between Multnomah County and

the City of Wood Village, Wherein the County will Perform Certain Maintenance Functions on City Streets, for Fiscal Year 93/94

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Authorizing [Consolidated Cable Communications Commission] Filing of Rate Regulation Certification with Federal Communications Commission

CONSOLIDATED CABLE COMMISSION STAFF DAVID OLSON PRESENT. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 93-229 UNANIMOUSLY APPROVED.

- R-2 RESOLUTION in the Matter of Implementing Recommendations for Improvement of Tax Title Policies

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, THAT R-2 BE CONTINUED TO THURSDAY, JUNE 24, 1993. COMMISSIONER COLLIER SUBMITTED AMENDMENTS TO THE PROPOSED RESOLUTION AND THANKED ASSISTANT COUNTY COUNSEL SANDRA DUFFY FOR HER QUICK REVIEW AND RESPONSE. VOTE ON MOTION UNANIMOUSLY APPROVED.

MANAGEMENT SUPPORT

- R-3 Emergency Management Division Budget Modification NOND #35 Requesting Authorization to Move Organization 6905 "Hazardous Spills Response" from the General Fund to the Federal/State Fund

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. EXPLANATION FROM BUDGET OFFICER DAVE WARREN. VOTE ON MOTION UNANIMOUSLY APPROVED.

- R-4 Ratification of the 1992-95 Agreement Between Multnomah County, Oregon, the Multnomah County Sheriff, and Multnomah County Corrections Officers Association

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. COMMISSIONER COLLIER DISCLOSED POTENTIAL CONFLICT OF INTEREST IN THAT HER HUSBAND'S LAW FIRM REPRESENTS CORRECTIONS OFFICERS. EXPLANATION FROM LABOR RELATIONS STAFF DARRELL MURRAY. VOTE ON MOTION UNANIMOUSLY APPROVED.

- R-5 RESOLUTION in the Matter of the Making of an Election Under the County Corrections Officer Collective Bargaining Contract [Domestic Partner Insurance Coverage/Payment Election]

COMMISSIONER KELLEY MOVED AND COMMISSIONER

HANSEN SECONDED, APPROVAL OF R-5. COMMISSIONER COLLIER DISCLOSED POTENTIAL CONFLICT OF INTEREST IN THAT HER HUSBAND'S LAW FIRM REPRESENTS CORRECTIONS OFFICERS. EXPLANATION, RESPONSE TO QUESTIONS AND RECOMMENDATION FOR DENIAL FROM LABOR RELATIONS STAFF DARRELL MURRAY. BOARD COMMENTS IN SUPPORT OF DENIAL. VOTE ON MOTION UNANIMOUSLY FAILED.

R-6 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 5.70, Business Income Tax; Creating Multnomah County Code Chapter 5.60, Multnomah County Business Income Tax Law; Providing for Administration and Collection and All Related Matters

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING.

PUBLIC TESTIMONY FROM STEPHEN WORKMAN, ROBERT STUTTE, BARBARA ADLER AND ROBERT BUTLER.

DISCUSSION AND RESPONSE TO BOARD QUESTIONS FROM LARRY KRESSEL, DAVE BOYER AND DENNIS NELSON.

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, TO AMEND PROPOSED ORDINANCE TO INCLUDE "(H) CODE CONFORMITY AND CONSOLIDATION OF ADMINISTRATION WOULD PROVIDE FOR AN OVERALL REDUCTION OF ADMINISTRATIVE COST". COMMENTS FROM COMMISSIONERS HANSEN AND KELLEY. VOTE ON MOTION TO AMEND APPROVED, WITH COMMISSIONERS KELLEY, COLLIER, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONER HANSEN VOTING NO.

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, TO AMEND PROPOSED ORDINANCE TO CHANGE THE TAX RATE FROM 1.46 TO 1.45 IN 5.60.500 OF THE APPENDED CODE. COMMENTS FROM COMMISSIONERS HANSEN, MIGGINS, SALTZMAN AND COLLIER. VOTE ON MOTION TO AMEND APPROVED, WITH COMMISSIONERS KELLEY, COLLIER, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONER HANSEN VOTING NO.

COMMISSIONER SALTZMAN THANKED COUNTY AND CITY STAFF FOR THEIR EFFORTS IN GETTING THE PROPOSED CONSOLIDATION UP AND RUNNING SIX MONTHS AHEAD OF PROPOSED TARGET DATE.

VOTE ON MOTION TO APPROVE FIRST READING OF R-6 AS AMENDED UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR 9:30 AM, THURSDAY, JUNE 24, 1993.

R-7 RESOLUTION in the Matter of Consolidating Administration of the Multnomah County Business Income Tax and the Portland Business License Fee

DISCUSSION AND BOARD CONSENSUS TO SCHEDULE R-7 FOR THURSDAY, JUNE 24, 1993, FOLLOWING SECOND READING OF PROPOSED ORDINANCE.

DEPARTMENT OF ENVIRONMENTAL SERVICES

COMMISSIONER COLLIER SUBMITTED COPIES OF HER JUNE 14 MEMO AND MOVED TO PULL ITEMS R-8, R-10 AND R-12 FROM AGENDA IN ORDER TO SCHEDULE A BRIEFING ON ORDINANCE 560, ESTABLISH BOARD POLICY RELATING TO REPURCHASE PROCEDURES AND STANDARDS.

LARRY BAXTER RESPONSE TO BOARD QUESTIONS. COMMISSIONER HANSEN SUGGESTED HEARING PUBLIC TESTIMONY PRIOR TO VOTING ON MOTION. COMMISSIONER COLLIER ADVISED SHE HAS NO OBJECTION TO HEARING TESTIMONY AND EXPLAINED THE BOARD VIOLATED ORDINANCE 560 IN ITS JUNE 10, 1993 APPROVAL OF TWO REPURCHASE REQUESTS. CHAIR MIGGINS EXPRESSED CONCERN REGARDING LIABILITY ISSUES.

COMMISSIONERS COLLIER AND SALTZMAN WITHDREW MOTION TO PULL ITEMS R-8, R-10 AND R-12.

R-8 Request for Policy Direction in the Matter of a Request by Albina Ministerial Alliance to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Commonly Known as 73 NE STANTON STREET

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL.

TESTIMONY IN SUPPORT OF REPURCHASE BY CORNETTA SMITH AND EILEEN BYRNES.

BOARD DISCUSSION AND COMMENTS. RESPONSE TO BOARD QUESTIONS FROM LARRY BAXTER AND BOB OBERST. MR. OBERST REPORTED THAT DEPARTMENT OF ENVIRONMENTAL SERVICES TASKFORCE RECOMMENDATIONS ADDRESSING MANY OF THE BOARD'S CONCERNS WOULD BE PRESENTED IN A BOARD BRIEFING SCHEDULED FOR TUESDAY, JULY 6, 1993.

BOARD COMMENTS AND DIRECTION TO COUNTY COUNSEL LARRY KRESSEL CONCERNING AMENDING ORDINANCE 560 AND PREPARING A PROPOSAL FOR UNANIMOUS CONSENT CONSIDERATION BY NEXT WEEK.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT R-8 BE SET OVER TO THURSDAY, JUNE 24, 1993.

Chair Miggins left the meeting and Vice-Chair Hansen presided.

- R-9 Request for Policy Direction in the Matter of a Request by Richard A. Hopman to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 2031 NE 59TH AVENUE

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL.

TESTIMONY IN SUPPORT OF REPURCHASE BY FORMER OWNER MELVIN CARY.

IN RESPONSE TO A QUESTION OF MR. KRESSEL, MR. CARY ADVISED THAT REQUEST TO REPURCHASE WAS SUBMITTED BY HOUSEMATE RICHARD HOPMAN ON MR. CARY'S BEHALF. MR. KRESSEL SUGGESTED THE BOARD DELAY DECISION PENDING FURTHER CLARIFICATION FROM TAX TITLE STAFF.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT R-9 BE SET OVER TO THURSDAY, JUNE 24, 1993.

Chair Miggins returned and resumed presiding.

- R-10 Request for Policy Direction in the Matter of a Request by Teen Challenge of Oregon to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 125 SE 11TH AVENUE

TESTIMONY AND SLIDE PRESENTATION IN SUPPORT OF REQUEST TO REPURCHASE BY JIM CATTRELL. MR. CATTRELL RESPONSE TO QUESTION OF COMMISSIONER HANSEN.

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF REPURCHASE, BASED ON FINDING THAT THE TWO PROPERTIES ARE INTER-CONNECTED AND THEREFORE PRIMARY.

MR. KRESSEL EXPLANATION IN RESPONSE TO QUESTION OF COMMISSIONER COLLIER AND SUGGESTION TO POSTPONE DECISION PENDING AMENDMENT TO ORDINANCE 560 WHICH COULD BE PREPARED FOR CONSIDERATION NEXT WEEK.

COMMISSIONERS HANSEN AND SALTZMAN WITHDREW MOTION TO APPROVE REPURCHASE. CHAIR MIGGINS ADVISED THIS WOULD BE PACKAGED WITH R-8 ON NEXT WEEK'S AGENDA.

- R-11 Request for Policy Direction in the Matter of a Request by Michael James McCoun to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 4837 NE 33RD AVENUE

TESTIMONY IN SUPPORT OF REPURCHASE BY MICHAEL McCOUN. IN RESPONSE TO BOARD QUESTIONS, MR. McCOUN EXPLAINED HE IS NOT THE FORMER PROPERTY OWNER, BUT A FOUR YEAR RENTER AND THAT HE HAS LIVED IN RESIDENCE WITHOUT PAYING RENT SINCE MARCH, 1993.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF AN EXCEPTION ALLOWING MR. McCOUN TO CONTINUE RESIDING IN THE RESIDENCE PENDING ITS SALE.

BOARD COMMENTS AND DISCUSSION. MR. KRESSEL EXPLAINED THE STATUTE ONLY ALLOWS FORMER OWNERS TO REPURCHASE PROPERTIES.

COMMISSIONERS COLLIER AND SALTZMAN WITHDREW MOTION TO APPROVE.

DEPUTY COUNTY COUNSEL JOHN DuBAY EXPLAINED LANDLORD TENANT LIABILITY ISSUES AND DISCUSSED FINDINGS PROCESS REQUESTED BY BOARD IN A PREVIOUS CASE.

BOARD COMMENTS, DISCUSSION AND COUNTY COUNSEL SUGGESTIONS.

MR. McCOUN REQUESTED THAT HE BE ALLOWED TO STAY IN THE RESIDENCE AND THAT THE BOARD ALLOW HIM AS FORMER RENTER FIRST OPTION ON PROPERTY PURCHASE.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT R-11 BE SET OVER TO THURSDAY, JUNE 24, 1993, DURING WHICH TIME TAX TITLE IS DIRECTED TO INSPECT PROPERTY AND REPORT TO BOARD.

R-12 Request for Policy Direction in the Matter of a Request by Janet Lee Maxwell to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 5812 NE 14TH AVENUE

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, ONE WEEK SET OVER.

TESTIMONY IN SUPPORT OF REPURCHASE BY JANET MAXWELL.

COMMISSIONER COLLIER REQUESTED CLARIFICATION OF TAX TITLE STAFF DENIAL. MR. KRESSEL DIRECTED TO RESEARCH BOARD OPTIONS.

VOTE ON MOTION TO SET R-12 OVER TO THURSDAY, JUNE 24, 1993 UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-13 Ratification of Intergovernmental Agreement Contract #200324, Between Multnomah County and Oregon Department of General Services, Providing Health Department Access to the State's Contract for Telephonic Language Interpretation (Language Line) Services Provided through AT&T

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-13. TOM FRONK EXPLANATION. COMMISSIONER COLLIER REQUESTED DATA ON THE PROGRAM AFTER SIX MONTHS. IN RESPONSE TO QUESTION OF COMMISSIONER HANSEN, STAFF TO ADVISE WHETHER OTHER DEPARTMENTS CAN ACCESS LANGUAGE LINE SERVICES. VOTE ON MOTION UNANIMOUSLY APPROVED.

- R-14 NOTICE OF INTENT Request for Approval for the Health Department, Corrections Division, to Apply for a \$540,000 Three Year "Tuberculosis: Prevention and Adherence Interventions" Grant from the National Center for Nursing Research

MR.FRONK EXPLANATION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-14 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- R-15 NOTICE OF INTENT Request for Approval for the Health Department, Mental Health, Youth and Family Services Division, to Apply for a \$3.5 Million Five Year "Project Target City" Grant from the Center for Substance Abuse Treatment

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-15. NORMA JAEGER AND BILL WOOD EXPLANATION. BOARD COMMENTS. VOTE ON MOTION UNANIMOUSLY APPROVED.

COMMUNITY CORRECTIONS

- R-16 NOTICE OF INTENT Request for Approval for the Department of Community Corrections, Diagnostic and Program Development Division, to Apply for a \$500,000 Per Year, Three to Five Year "Enhanced Drug Diversion Program" Grant from the U.S. Department of Health and Human Services

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-16 WAS UNANIMOUSLY APPROVED.

- R-17 Ratification of Intergovernmental Agreement Contract #900453, Between Multnomah County and Portland Community College, Providing Literacy ABE/GED Instruction and Other Adult Education Services for Federally Funded Program, for the Period June 1, 1993 through June 30, 1993

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, R-17 WAS APPROVED, WITH COMMISSIONERS HANSEN, KELLEY, COLLIER AND MIGGINS VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

- R-18 Ratification of Intergovernmental Agreement Contract #900014, Between Multnomah County and Portland Community College, Providing Literacy ABE/GED Instruction and Other Adult Education Services for Federally Funded Program, for Fiscal Year 93/94

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-18 WAS APPROVED, WITH COMMISSIONERS HANSEN, KELLEY, COLLIER AND MIGGINS VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

SHERIFF'S OFFICE

- C-1 Ratification of Intergovernmental Agreement Contract #800104, Between Multnomah County and Portland Community College, Allowing for GED Testing for Inmates at Multnomah County Correctional Facilities and Providing Coordination with State Department of Education for Fiscal Year 93/94

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, C-1 WAS APPROVED, WITH COMMISSIONERS HANSEN, KELLEY, COLLIER AND MIGGINS VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

- C-2 Ratification of Intergovernmental Agreement Contract #800114, Between Multnomah County and Portland Community College, Providing ABE/GED Instruction Within the Multnomah County Detention Facility, Multnomah County Courthouse Jail and Multnomah County Restitution Center for Fiscal Year 93/94

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, C-2 WAS APPROVED, WITH COMMISSIONERS HANSEN, KELLEY, COLLIER AND MIGGINS VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

DEPARTMENT OF SOCIAL SERVICES

- C-24 Ratification of Amendment No. 2 to Intergovernmental Agreement Contract #100143, Between Multnomah County and Portland Employment Project-PCC, Providing Increased Funding for State Mandated Immunization of Staff of Developmental Disabilities Service Providers at Risk of Exposure to Hepatitis B, for the Period March 1, 1993 through June 30, 1993

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, C-24 WAS APPROVED, WITH COMMISSIONERS HANSEN, KELLEY, COLLIER AND MIGGINS VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD.

PUBLIC COMMENT

R-19 Opportunity for Public Comment on Non-Agenda Matters.
Testimony Limited to Three Minutes Per Person.

BOB BURNES OF SCAPPOOSE READ LETTER REQUESTING PROCEDURAL ASSISTANCE ON BEHALF OF MOORAGE TENANTS IN THE MATTER OF ROCKY POINT MARINA ZONING APPROVAL EFFORTS. CHAIR MIGGINS ADVISED HE WILL CONTACT COUNTY COUNSEL AND PLANNING STAFF AND GET BACK TO MR. BURNES VIA THE TENANT ASSOCIATION PRESIDENT.

BOARD COMMENTS AND DISCUSSION IN RESPONSE TO COMMISSIONER KELLEY'S REQUEST TO MOVE NON-AGENDA CITIZEN COMMENTS TO THE BEGINNING OF THE MEETING.

There being no further business, the meeting was adjourned at 12:10 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By Deborah C. Gustafson



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 14 - 18, 1993

Tuesday, June 15, 1993 - 1:30 PM - Board Briefing.Page 2
Tuesday, June 15, 1993 - 2:00 PM - Public Hearing.Page 2
Wednesday, June 16, 1993 - 7:30 AM - Joint MeetingPage 2
Thursday, June 17, 1993 - 9:30 AM - Regular Meeting.Page 3

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

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

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

Tuesday, June 15, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Update on Community Based Dispute Resolution Programs Funded with Multnomah County's Portion of Oregon Dispute Resolution Commission Funds. Recommendation for Contract Renewals. Presented by Carolyn Marks Bax, Lisa Burke, Bob Donough and Anndy Wiselogle. 1:30 PM TIME CERTAIN, 30 MINUTES REQUESTED.
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Tuesday, June 15, 1993 - 2:00 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

- PH-2 Pursuant to ORS 294.430(2), the Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the Multnomah County 1993-94 Budget. A Quorum of the Multnomah County Board of Commissioners Will be in Attendance.
- PH-3 Pursuant to ORS 294.430(2), the Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the Multnomah County Service District No. 1 - Dunthorpe-Riverdale and Multnomah County Service District No. 14 - Mid-County 1993-94 Budgets. A Quorum of the Multnomah County Board of Commissioners Will be in Attendance.
-

Wednesday, June 16, 1993 - 7:30 AM

Portland Building, 1120 SW Fifth Avenue

14th Floor, Conference Room A

JOINT MEETING

- JM-4 Members of the Multnomah County Board of Commissioners and Multnomah County Library Board Will Meet to Discuss Issues Including Library Budget, County Board Expectations, Reference Line Charges, Utility Tax Versus Levy/General Obligation Bond, Entrepreneurial Initiatives Team, Citizen Budget Advisory Committee and Videos.
-

Thursday, June 17, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of Intergovernmental Agreement Contract #800104, Between Multnomah County and Portland Community College, Allowing for GED Testing for Inmates at Multnomah County Correctional Facilities and Providing Coordination with State Department of Education for Fiscal Year 93/94
- C-2 Ratification of Intergovernmental Agreement Contract #800114, Between Multnomah County and Portland Community College, Providing ABE/GED Instruction Within the Multnomah County Detention Facility, Multnomah County Courthouse Jail and Multnomah County Restitution Center for Fiscal Year 93/94
- C-3 Ratification of Intergovernmental Agreement Contract #800124, Between Multnomah County and Mt. Hood Community College, Providing ABE/GED Instruction Within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail for Fiscal Year 93/94
- C-4 Ratification of Intergovernmental Agreement Contract #800184, Between Multnomah County and the City of Gresham, Wherein the Sheriff's Office Will Conduct Background Checks on Purchasers of Weapons for Fiscal Year 93/94

DEPARTMENT OF HEALTH

- C-5 Ratification of Intergovernmental Agreement Contract #200064, Between Multnomah County and Oregon Health Sciences University, Providing Dental Care for Up to 500 Low Income County Residents at the Russell Street Dental Center with Funds Provided by the Primary Care "330" Federal Grant for Fiscal Year 93/94
- C-6 Ratification of Intergovernmental Agreement Contract #200264, Between Multnomah County and the City of Portland, Providing County Reimbursement for Monitoring and Controlling Rats within and Originating from the City's Wastewater Collection System for Fiscal Year 93/94
- C-7 Ratification of Intergovernmental Agreement Contract #200274, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Providing County Reimbursement for Eligible Services Provided Under the "Babies First! Targeted Case Management Program"

- C-8 Ratification of Intergovernmental Agreement Contract #200354, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Providing Reimbursement of HIV Targeted Case Management Program Services Provided by the County
- C-9 Ratification of Intergovernmental Agreement Contract #201553, Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, Providing the County Health Department Direct Inquiry-Only Access to the OMAP Data System, for the Period Upon Execution through June 30, 1999
- C-10 Ratification of Intergovernmental Agreement Contract #200284, Between Multnomah County and the Oregon Department of Education, Wherein the County Will Perform Evaluation of Food Preparation Facilities and Meal-Serving Sites Operating Under the U.S. Department of Agriculture Summer Food Service Program During the Summer of 1993
- C-11 Ratification of Intergovernmental Agreement Contract #200374, Between Multnomah County and Clackamas County, Providing HIV Case Management Services for Persons with Disabling HIV Disease for Fiscal Year 93/94
- C-12 Ratification of Intergovernmental Agreement Contract #200384, Between Multnomah County and Tillamook County, Providing HIV Case Management Services for Persons with Disabling HIV Disease for Fiscal Year 93/94
- C-13 Ratification of Intergovernmental Agreement Contract #200394, Between Multnomah County and Clatsop County, Providing HIV Case Management Services for Persons with Disabling HIV Disease for Fiscal Year 93/94
- C-14 Ratification of Intergovernmental Agreement Contract #200414, Between Multnomah County and the Oregon Health Division, Wherein the County Will Pay State to Provide Diagnostic Hepatitis Testing for County Clients and the State Will Not Charge for Screening (Prenatal and Refugee) and Communicable Disease (Food Handlers) for Fiscal Year 93/94
- C-15 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #200883, Between Multnomah County and the Oregon Health Division, Reflecting an Increase in Program Funding for Fiscal Year 92/93

NON-DEPARTMENTAL

- C-16 In the Matter of the Appointments of Bruce Greene, Jane Gordon and Michael Dehner to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
- C-17 In the Matter of the Reappointments of Richard R. Harris and George Scherzer and the Appointment of Judy Homer to the MULTNOMAH COUNTY INVESTMENT ADVISORY BOARD

MANAGEMENT SUPPORT

- C-18 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #500782, Between Multnomah County and the State of Oregon, Regional Organized Crime Narcotics Agency (ROCN), Providing Civilian ROCN Employees the Opportunity to Continue Participation in the County's Self-Insured Group Health Plan for the 1993-94 Plan Year

DEPARTMENT OF SOCIAL SERVICES

- C-19 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody
- C-20 Ratification of Amendment No. 3 to Intergovernmental Agreement Contract #103512, Between Multnomah County and Oregon Senior and Disabled Services Division, Providing Funding for Aging Services Division Administration, Long Term Care and Contracted Community Services for Fiscal Year 92/93
- C-21 Ratification of Intergovernmental Agreement Contract #102284, Between Multnomah County and Oregon Senior and Disabled Services Division, Providing Funding for Aging Services Division Administration, Long Term Care and Contracted Community Services for Fiscal Year 93/94
- C-22 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #101883, Between Multnomah County and Washington County, Wherein Multnomah County Provides Housing and Supervision Services at the Juvenile Justice Division Facility for Washington County Youth Held in Detention, for the Period July 1, 1993 through September 30, 1993
- C-23 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #100023, Between Multnomah County and Clackamas County, Wherein Multnomah County Provides Housing and Supervision Services at the Juvenile Justice Division Facility for Clackamas County Youth Held in Detention, for the Period July 1, 1993 through September 30, 1993
- C-24 Ratification of Amendment No. 2 to Intergovernmental Agreement Contract #100143, Between Multnomah County and Portland Employment Project-PCC, Providing Increased Funding for State Mandated Immunization of Staff of Developmental Disabilities Service Providers at Risk of Exposure to Hepatitis B, for the Period March 1, 1993 through June 30, 1993
- C-25 Ratification of Amendment No. 2 to Intergovernmental Agreement Contract #100143, Between Multnomah County and the City of Portland, Parks and Recreation, Providing Increased Funding for State Mandated Immunization of Staff of Developmental Disabilities Service Providers at Risk of Exposure to Hepatitis B, for the Period March 1, 1993 through June 30, 1993

- C-26 Ratification of Amendment No. 4 to Intergovernmental Agreement Contract #100123, Between Multnomah County and the Oregon Commission for the Blind, Providing Increased Funding for State Mandated Immunization of Staff of Developmental Disabilities Service Providers at Risk of Exposure to Hepatitis B, for the Period March 1, 1993 through June 30, 1993.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-27 ORDER in the Matter of the Execution of Deed D930895 Upon Complete Performance of a Contract to G. Simpson
- C-28 ORDER in the Matter of the Execution of Quitclaim Deed D930896 to Correct an Historical Error in Title Precipitated by Tax Foreclosure
- C-29 ORDER in the Matter of the Execution of Quitclaim Deed D930897 to Correct an Historical Error in Title Precipitated by Tax Foreclosure
- C-30 ORDER in the Matter of the Execution of Quitclaim Deed D930898 to Correct an Historical Error in Title Precipitated by Tax Foreclosure
- C-31 ORDER in the Matter of the Execution of Quitclaim Deed D930899 to Correct an Historical Error in Title Precipitated by Tax Foreclosure
- C-32 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #3013087, Between Multnomah County and the City of Fairview, Wherein the County will Perform Certain Maintenance Functions on City Streets, for Fiscal Year 93/94
- C-33 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #3012987, Between Multnomah County and the City of Troutdale, Wherein the County will Perform Certain Maintenance Functions on City Streets, for Fiscal Year 93/94
- C-34 Ratification of Amendment No. 6 to Intergovernmental Agreement Contract #3012887, Between Multnomah County and the City of Wood Village, Wherein the County will Perform Certain Maintenance Functions on City Streets, for Fiscal Year 93/94

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Authorizing [Consolidated Cable Communications Commission] Filing of Rate Regulation Certification with Federal Communications Commission
- R-2 RESOLUTION in the Matter of Implementing Recommendations for Improvement of Tax Title Policies

MANAGEMENT SUPPORT

- R-3 Emergency Management Division Budget Modification NOND #35 Requesting Authorization to Move Organization 6905 "Hazardous Spills Response" from the General Fund to the Federal/State Fund
- R-4 Ratification of the 1992-95 Agreement Between Multnomah County, Oregon, the Multnomah County Sheriff, and Multnomah County Corrections Officers Association
- R-5 RESOLUTION in the Matter of the Making of an Election Under the County Corrections Officer Collective Bargaining Contract [Domestic Partner Insurance Coverage/Payment Election]
- R-6 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 5.70, Business Income Tax; Creating Multnomah County Code Chapter 5.60, Multnomah County Business Income Tax Law; Providing for Administration and Collection and All Related Matters
- R-7 RESOLUTION in the Matter of Consolidating Administration of the Multnomah County Business Income Tax and the Portland Business License Fee

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 Request for Policy Direction in the Matter of a Request by Albina Ministerial Alliance to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Commonly Known as 73 NE STANTON STREET
- R-9 Request for Policy Direction in the Matter of a Request by Richard A. Hopman to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 2031 NE 59TH AVENUE
- R-10 Request for Policy Direction in the Matter of a Request by Teen Challenge of Oregon to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 125 SE 11TH AVENUE
- R-11 Request for Policy Direction in the Matter of a Request by Michael James McCoun to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 4837 NE 33RD AVENUE
- R-12 Request for Policy Direction in the Matter of a Request by Janet Lee Maxwell to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 5812 NE 14TH AVENUE

DEPARTMENT OF HEALTH

- R-13 Ratification of Intergovernmental Agreement Contract #200324, Between Multnomah County and Oregon Department of General Services, Providing Health Department Access to the

State's Contract for Telephonic Language Interpretation
(Language Line) Services Provided through AT&T

- R-14 NOTICE OF INTENT Request for Approval for the Health Department, Corrections Division, to Apply for a \$540,000 Three Year "Tuberculosis: Prevention and Adherence Interventions" Grant from the National Center for Nursing Research

DEPARTMENT OF SOCIAL SERVICES

- R-15 NOTICE OF INTENT Request for Approval for the Health Department, Mental Health, Youth and Family Services Division, to Apply for a \$3.5 Million Five Year "Project Target City" Grant from the Center for Substance Abuse Treatment

JUSTICE SERVICES

COMMUNITY CORRECTIONS

- R-16 NOTICE OF INTENT Request for Approval for the Department of Community Corrections, Diagnostic and Program Development Division, to Apply for a \$500,000 Per Year, Three to Five Year "Enhanced Drug Diversion Program" Grant from the U.S. Department of Health and Human Services
- R-17 Ratification of Intergovernmental Agreement Contract #900453, Between Multnomah County and Portland Community College, Providing Literacy ABE/GED Instruction and Other Adult Education Services for Federally Funded Program, for the Period June 1, 1993 through June 30, 1993
- R-18 Ratification of Intergovernmental Agreement Contract #900014, Between Multnomah County and Portland Community College, Providing Literacy ABE/GED Instruction and Other Adult Education Services for Federally Funded Program, for Fiscal Year 93/94

PUBLIC COMMENT

- R-19 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

800104

Meeting Date: JUN 17 1993

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between Portland Community College and Multnomah County Sheriff's Office

AGENDA REVIEW/

BOARD BRIEFING: _____ REGULAR MEETING: June 17, 1993
(date) (date)

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE: 251-2489

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

An Intergovernmental Agreement between Portland Community College and Multnomah County Sheriff's Office allowing for GED testing for inmates at Multnomah County Correctional Facilities and provide coordination with State Department of Education. Renewal.

6/21/93 originals to Larry Aab

This is not the same as contract #800114

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper, Jr.
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMUNITY
1993 JUN 14 AM 11:42
MULTNOMAH COUNTY
OREGON

800104

Meeting Date: JUN 17 1993Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)SUBJECT: IGA between Portland Community College and Multnomah County Sheriff's Office

AGENDA REVIEW/

BOARD BRIEFING: _____ REGULAR MEETING: June 13, 1993
(date) (date)DEPARTMENT: Sheriff's Office DIVISION: CorrectionsCONTACT: Larry Aab TELEPHONE: 251-2489PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutesBRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):An Intergovernmental Agreement between Portland Community College and Multnomah County Sheriff's Office allowing for GED testing for inmates at Multnomah County Correctional Facilities and provide coordination with State Department of Education. Renewal.

This is not the same as contract #800114

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:ELECTED OFFICIAL Bob Skipper Jr.
(Sheriff)

or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN 10 AM 11:16



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

BOB SKIPPER
SHERIFF

(503) 255-3600

FAX REQUEST/RECEIPT & TRANSMITTAL SHEET

TO: DebFAX number addressed to: 5262

*** ATTENTION &/OR SPECIAL INSTRUCTIONS:

THANKS... and the pictures
are in the mail. ☺ ☺ ☺

Number of pages following transmittal sheet: 4

FROM:

Ruth / Heidi

Sending FAX #	<input checked="" type="checkbox"/> Hansen Building Administration	503/253-2663
	<input type="checkbox"/> Hansen Building Equipment	503/251-2507
	<input type="checkbox"/> River Patrol	503/287-3951
	<input type="checkbox"/> MCDC Administration (Detention Center)	503/248-3615
	<input type="checkbox"/> MCDC Equipment (West Equipment)	503/248-3110
	<input type="checkbox"/> MCDC Shift Commanders	503/248-5380
	<input type="checkbox"/> MCDC Transfer	503/248-3080
	<input type="checkbox"/> DWR (Detention/Warrant Records)	503/248-5354
	<input type="checkbox"/> MCIJ Administration (Inverness Jail)	503/248-5069
	<input type="checkbox"/> MCIJ Equipment (East Equipment)	503/248-3778
	<input type="checkbox"/> MCIJ Medical	503/248-5030
	<input type="checkbox"/> MCCF (Troutdale Jail)	503/248-5489
	<input type="checkbox"/> MCRC (Restitution Center)	503/248-5488
	<input type="checkbox"/> CHJ (Courthouse Jail)	503/248-5487
	<input type="checkbox"/> CSS (Close Street Supervision)	503/248-3715

SENDING MEMBER/BPST: _____

DATE & TIME SENT: 6/10/93 11:07 HOURS

2-ZREC

PS-70 Rev. 03/19/93

BOARD OF
 COUNTY COMMISSIONERS
 1993 JUN 10 AM 11:15
 MULTNOMAH COUNTY
 OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800104

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Corrections Date April 1, 1993

Contract Originator William T. Wood Phone 248-3256 Bldg/Room 119-307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Allow for GED testing for inmates at Multnomah County Correctional facilities and provide coordination with State Department of Education.

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

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

Contractor Name Portland Community College

Mailing Address PO Box 19000 Portland, OR 97219

Attn: Robert Palmer

Phone (503) 244-6111 Ext. 4372

Employer ID # or SS # 93-0575187

Effective Date July 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ 12,720

Amount of Amendment \$ _____

Total Amount of Agreement \$ 12,720

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☒ Other \$ as billed ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date 5/24/93

Date _____

Date 6/11/93

Date _____

Date _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff _____

Contract Administration _____

(Class I, Class II contracts only)

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	168	025	4043			6110						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

ORIGINAL

INTERGOVERNMENTAL AGREEMENT BETWEEN
PORTLAND COMMUNITY COLLEGE AND
MULTNOMAH COUNTY SHERIFF'S OFFICE
FOR GED TESTING SERVICES

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 on behalf of Multnomah County, and Portland Community College (PCC), deals with the provision of GED testing services for the benefit of incarcerated individuals involved in the educational program within the MCSO correctional facilities. The following provisions shall comprise this agreement.

I. RECITATION

- A. PCC, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. MCSO desires to maintain a GED testing program for inmates in the MCSO correctional facilities.

II. SERVICES TO BE PROVIDED

- A. PCC shall perform as follows:
 - 1. Provide training and test examiner status to referred MCSO staff who will be responsible for the actual GED test administration within the facilities.
 - 2. Register and maintain registration records for all inmates participating in the testing program.
 - 3. Collect and remit the State processing fees and student service charges.
 - 4. Provide GED test materials.
 - 5. Provide persons tested under this program the opportunity to complete their GED testing at PCC after their release from custody.

6. Prepare and maintain records related to the administration of the testing program.
- B. The MCSO shall perform as follows:
1. Provide administration and supervision of GED testing within the MCSO facilities during established testing hours, and provide PCC with the location sites, calendar of test date and hours, and:
 2. Arrange for physical facilities, equipment and security arrangements for GED testing, which are within State Department of Education standards, PCC standards, and will notify the College that these standards have been met, and:
 3. Provide information to Robert Palmer, Chief Examiner, indicating when a participant is released from confinement.
- C. Compensation Rates and Mode of Payment:
1. The MCSO shall pay to PCC, upon receipt of a monthly request for payment, twenty-eight dollars (\$28.00) per inmate registered for testing during the month.
 - a. State processing fee - \$15.00
 - b. PCC (test purchase, record keeping, etc) Fee \$11.00 per individual tested. Business office billing fee - \$2.00.
 - c. The specific fees charged for each individual tested, as noted above, may be increased by PCC by an amount proportional to any increases that occur at other school testing sites. No increase in individual fees shall take effect until after PCC notifies the MCSO. Increase request will be in writing and signed by all parties to this agreement prior to effect date.
 2. Fees associated with this agreement shall not exceed \$12,720.00 throughout the agreement period.

III. CONSTRAINTS

- A. Persons involved in this agreement will make continuous and persistent efforts to protect the integrity of the GED testing program, as regulated by the American Council on Education, Office of Education Credit.
- B. The GED testing program identified in this agreement will be operated under the general supervision of Robert Palmer, Chief Examiner, in accordance with policies and regulations provided and set forth by the Oregon Council on Education, Office of Educational Credit (GED Testing Services).
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- D. PCC shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulation implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. The MCSO shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.
- E. If PCC is determined by the MCSO to be a sub-recipient of federal funds passed through the MCSO, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

IV. INDEMNIFICATION

Subject to the regulations of the Oregon Constitution and Statutes, the MCSO and PCC each shall be solely responsible for any loss or injury caused to third parties arising from its own negligent acts or

omissions in the performance of responsibilities under this agreement and each shall defend, hold harmless, and indemnify the other party to this agreement, within the limits of the Oregon Tort Claims Act, with respect to any claim, litigation, or liability arising from its own negligent acts or omissions in the performance of its responsibilities under this agreement.

V. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1993, through and including June 30, 1994, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
1. By mutual written consent of the parties.
 2. Either party may unilaterally terminate this agreement on one months written notice.

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

**PORTLAND COMMUNITY
COLLEGE**

**MULTNOMAH COUNTY
SHERIFF'S OFFICE**

DR. DANIEL F. MORIARTY
President

BOB SKIPPER
Sheriff

Date: _____

Date: _____

REVIEWED:
LAURENCE KRESSEL, Counsel
for Multnomah County, Oregon

By: 
Jacqueline Weber

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-1 DATE 6/17/93

Deb Bogstad

BOARD CLERK

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

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

(Check one)

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

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

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

Portland Community College
Contractor

By _____
Title _____

Contractor's ID No. 93-0575187

Dated _____

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

7-JUN-1993

PRODUCER

Willis Corroon Corporation of Portland
P.O. Box 8699
Portland OR 97207
(503) 224-4155

4631

ORIGINAL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY
LETTER**A** American National Fire Insurance CompanyCOMPANY
LETTER**B** Midwest Employers Casualty CompanyCOMPANY
LETTER**C**COMPANY
LETTER**D**COMPANY
LETTER**E**

Contact : Carol Meredith

INSURED

Portland Community College
P.O. Box 19000
Portland OR 97219-0990

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PAC898439206	01-MAR-1993	01-MAR-1994	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
B	OTHER Excess Workers Comp	4405SO0R	01-JUL-1992	01-JUL-1993	Combined Limit Employers Liability \$2,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Training Program For Multnomah County

CERTIFICATE HOLDER

JUN 16 1993

COUNSEL FOR
COUNTY OF

Multnomah County

Attn: Jackie Weber

1120 SW 5th Ave.

Portland OR 97207-0849

ACORD 25-S (7/90)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1990

800114

Meeting Date: JUN 17 1993

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between Portland Community College and Multnomah County
Sheriff's Office

AGENDA REVIEW/
BOARD BRIEFING: _____ REGULAR MEETING: June 17, 1993
(date) (date)

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE: 251-2489

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

An Intergovernmental Agreement between Portland Community College and Multnomah County Sheriff's Office providing ABE/GED instruction within MCDC, CHJ, MCRC. Renewal.

6/21/93 originals to Larry Aab

This is not the same as contract #800104

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper
(Sheriff)

or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 14 AM 11:43
MULTNOMAH COUNTY
OREGON

800114

Meeting Date: JUN 17 1993

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between Portland Community College and Multnomah County Sheriff's Office

AGENDA REVIEW/

BOARD BRIEFING: _____ REGULAR MEETING: June 30, 1993
(date) (date)

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE: 251-2489

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

An Intergovernmental Agreement between Portland Community College and Multnomah County Sheriff's Office providing ABE/GED instruction within MCDC, C&J, MCRC. Renewal.

This is not the same as contract #800104

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper
(Sheriff)

or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN 10 AM 11:15

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800114

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>6/17/93</u> <u>Deb Bogstad</u> BOARD CLERK
---	---	---

Department Sheriff's OfficeDivision CorrectionsDate April 1, 1993Contract Originator Bill WoodPhone 248-3256Bldg/Room 119/307Administrative Contact Larry AabPhone 251-2489Bldg/Room 313/225Description of Contract Provide ABE/GED instruction for inmates within the corrections facilities (MCDC, CHJ, MCRC).

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

ORS/AR # _____

Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Community CollegeMailing Address P.O. Box 19000 Portland OR 97219Attn: Jim O'Brian, SE CampusPhone 244-6111 Ext. 6268Employer ID # or SS # 93-057-5187Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 32,439

Amount of Amendment \$ _____

Total Amount of Agreement \$ 32,439Remittance Address _____
(If Different) _____

Payment Schedule

Terms

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 5/24/93

Date _____

Date 6/11/93

Date _____

Date _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]Contract Administration
(Class I, Class II contracts only) _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	4110			6110				17,672		
02.	156	025	3946			6110				4,664		
03.	168	025	4043			6110				10,103		
*	* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

ORIGINAL

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PORTLAND COMMUNITY COLLEGE AND
MULTNOMAH COUNTY SHERIFF'S OFFICE
FOR GED INSTRUCTION**

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 on behalf of Multnomah County, and Portland Community College (PCC), deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. MCSO desires to maintain a GED/ABE instructional program for inmates in the MCSO correctional facilities.

II. SERVICES TO BE PROVIDED

- A. Portland Community College shall perform as follows:
 - 1. Provide the following instructional and preparation hours to the MCSO:
 - a) MCDC and CHJ - 22 instructional hours per week (52 weeks per year) and a total of 210 preparation hours.
 - b) MCRC - 15 instructional hours per week (44 weeks per year).

2. Maintain one half of the service hours noted in 1a and 1b above at no cost to the MCSO.
3. Portland Community College shall provide state qualified and MCSO approved instructors available to MCDC and CHJ fifty two (52) weeks per year, including Christmas, spring and summer college break periods.
4. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered MCSO approved, as noted in item three above.
5. GED/ABE instruction shall be provided within the identified correctional facilities on a schedule jointly developed by Portland Community College and the MCSO.
6. Educational personnel shall utilize the assistance of screened volunteers to maximize the Educational Program for inmates.
7. Portland Community College agrees to maintain and provide the MCSO necessary statistical information regarding the persons tutored, sessions held, hours worked and other information necessary to maintain instructional reports.

B. The MCSO shall perform as follows:

1. The MCSO, Corrections Branch, shall consider for jail clearance all instructors referred by Portland Community College for facility assignment. An approval or disapproval decision shall be provided to Portland Community College.

2. The MCSO shall provide basic instructional materials necessary for GED/ABE instruction for inmates.
3. The MCSO shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.
4. The MCSO agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of the annual agreement the MCSO shall pay to Portland Community College, upon receipt of a quarterly request for payment, one half of the cost of the instructional hours provided (noted above II A 1) at a rate of \$33.97 per hour for instruction hours and \$17.15 per hour for preparation. Fees associated with this agreement shall not exceed \$32,439.

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Portland Community College are employees of Portland Community College and are not employees, agents, or representatives of the MCSO for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment

opportunity, nondiscrimination in services, and affirmative action; including all regulation implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. The MCSO shall maintain copies of said laws and regulations on file with its duly-appointed Affirmative Action Officer.

- D. Portland Community College is determined by the MCSO to be a sub-recipient of federal funds passed through the MCSO, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.
- E. Portland Community College shall maintain workers' compensation insurance coverage for all non-exempt workers, employed by Contractor in the performance of the work, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof is attached to this agreement as Exhibit _____. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide Sheriff's Office with a certificate of insurance coverage showing compliance with this section.

IV. INDEMNIFICATION

Subject to the regulations of the Oregon Constitution and Statutes, the MCSO and Portland Community College each shall be solely responsible for any loss or injury caused to third parties arising from its own negligent acts or omissions in the performance of responsibilities under this agreement and each shall defend, hold harmless, and indemnify the other party to this agreement, within the

limits of the Oregon Tort Claims Act, with respect to any claim, litigation, or liability arising from its own negligent acts or omissions in the performance of its responsibilities under this agreement.

V. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1993, through and including June 30, 1994, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties.
 - 2. Either party may unilaterally terminate this agreement on one months written notice.

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

**PORTLAND COMMUNITY
COLLEGE**

**MULTNOMAH COUNTY
SHERIFF'S OFFICE**

DR. DANIEL F. MORIARTY
President

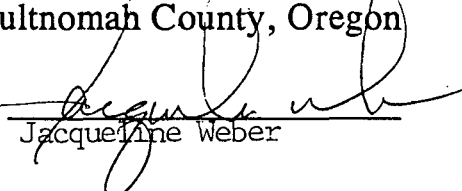
BOB SKIPPER
Sheriff

Date: _____

Date: _____

REVIEWED:

LAURENCE KRESSEL, Counsel
for Multnomah County, Oregon

By: 
Jacqueline Weber

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

7-JUN-1993

PRODUCER

Willis Corroon Corporation of Portland
P.O. Box 8699
Portland OR 97207
(503) 224-4155

4631

ORIGINAL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY LETTER **A** American National Fire Insurance CompanyCOMPANY LETTER **B** Midwest Employers Casualty CompanyCOMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

Contact : Carol Meredith

INSURED

Portland Community College
P.O. Box 19000
Portland OR 97219-0990

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PAC898439206	01-MAR-1993	01-MAR-1994	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
B	OTHER Excess Workers Comp	4405SO0R	01-JUL-1992	01-JUL-1993	Combined Limit Employers Liability \$2,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Training Program for Multnomah County

CERTIFICATE HOLDER

Multnomah County
Attn: Jackie Weber
1120 SW 5th Ave.
Portland OR 97207-0849
ACORD 25-5 (7/90)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1990

800124

Meeting Date: JUN 17 1993

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between Mt Hood Community College and Multnomah County Sheriff's Office.

AGENDA REVIEW/

BOARD BRIEFING: _____ REGULAR MEETING: June 17, 1993
(date) (date)

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE: 251-2489

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 - 10 minutes

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

A renewal of an Intergovernmental Agreement between Mt. Hood Community College and Multnomah County Sheriff's Office to provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail.

6/21/93 originals to Larry Aab

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper
(Sheriff) *J.E.*

Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 14 PM 1:21
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

800124

Meeting Date: JUN 17 1993Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)SUBJECT: IGA between Mt Hood Community College and Multnomah County Sheriff's Office.AGENDA REVIEW/
BOARD BRIEFING: _____REGULAR MEETING: June 3, 1993

(date)

(date)

DEPARTMENT: Sheriff's OfficeDIVISION: CorrectionsCONTACT: Larry AabTELEPHONE: 251-2489PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:☐ INFORMATIONAL ONLY☐ POLICY DIRECTION☒ APPROVALESTIMATED TIME NEEDED ON BOARD AGENDA: 5 - 10 minutesBRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

A renewal of an Intergovernmental Agreement between Mt. Hood Community College and Multnomah County Sheriff's Office to provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail.

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff) Je

or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1993 JUN 10 AM 11:15
MULTNOMAH COUNTY
OREGON

BOARD OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800124

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>6/17/93</u></p> <p><u>Deb Bogstad</u></p> <p>BOARD CLERK</p>
--	--	--

Department Sheriff's Office Division Corrections Date April 1, 1993

Contract Originator William T. Wood Phone 248-3256 Bldg/Room 119/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail.

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

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

Contractor Name Mt. Hood Community College

Mailing Address 26000 S.E. Stark Street

Gresham, OR 97030 ATTN: Pam Arsenault

Phone (503) 667-7333

Employer ID # or SS # 1-93-0546890-AL

Effective Date July 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ 30,216.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 30,216.00

Remittance Address _____ (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☒ Other \$ Upon billing ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director [Signature]
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration [Signature]
(Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date 5/26/93

Date _____

Date 6/14/93

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	169	025	4110			6110				17,216		
02.	168	025	4110			6110				13,000		
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

ORIGINAL

CONTRACT NO. 800124

INTERGOVERNMENTAL AGREEMENT BETWEEN MT. HOOD COMMUNITY COLLEGE AND MULTNOMAH COUNTY SHERIFF'S OFFICE FOR GED INSTRUCTION

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 on behalf of Multnomah County, and Mt. Hood Community College (MHCC), deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Mt. Hood Community College, a college sanctioned by the State of Oregon, provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations.
- B. The MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in the MCSO correctional facilities.

II. SERVICE TO BE PROVIDED

- A. Mt. Hood Community College shall perform as provided:
 - 1. Multnomah County Inverness Jail - 45 hours per week of GED/ABE/ESL instruction provided by an instructor and an additional 12 hours per week of instruction provided by a tutor (38 weeks per year).
 - 2. Multnomah County Correctional Facility - 8 hours per week of GED/ABE instruction provided by an instructor (44 weeks per year).
 - 3. Maintain one half of the service hours noted in sections 1 and 2 above at no cost to the MCSO.

4. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.
 5. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the MCSO.
 6. Educational personnel shall utilize the assistance of screened volunteers to maximize the educational program for inmates.
 7. Mt. Hood Community College agrees to maintain and provide the MCSO necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.
- B. The MCSO shall perform as follows:
1. The MCSO, Corrections Branch, shall consider for jail clearance all instructor referred by Mt. Hood Community College for facility assignment. An approval or disapproval decision shall be provided to Mt. Hood Community College.
 2. The MCSO shall provide assistance in the development of an instructional schedule, screen potential volunteers, and provide assistance necessary to operate within a correctional facility.
 3. The MCSO agrees to provide Mt. Hood Community College reports necessary to maintain adequate time and employee records.
 4. It is agreed and understood that the MCSO shall provide

a reasonably safe working environment for instructors in a corrections context. It is further agreed and understood that the instructional Personnel shall follow all directions from corrections officers that failure to obey the orders of corrections officers may result in risk of injury or harm. Mt. Hood Community College acknowledges there is a risk assumed when its instructors enter a correctional institution.

- C. Compensation rates and mode of payment:
 - 1. For the duration of this annual agreement the MCSO shall pay to Mt. Hood Community College, upon receipt of a monthly request for payment, one half of the costs of the instructional hours provided at a rate of \$25.98 per hour for an instruction and \$14.64 per hour for a tutor. Fees associated with this agreement shall not exceed \$30,216.00.

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Mt. Hood Community College are employees of Mt. Hood Community College and are not employees, agents, or representatives of the MCSO for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Mt. Hood Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of

the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. Multnomah County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.

- D. If Mt. Hood Community College is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.
- E. Mt. Hood Community College shall maintain workers' compensation insurance coverage for all non-exempt workers, employed by Contractor in the performance of the work, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof is attached to this agreement as Exhibit _____. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide the MCSO with a certificate of insurance coverage showing compliance with this section.

IV. INDEMNIFICATION

Subject to the regulation of the Oregon Constitution and Statutes, the MCSO and Mt. Hood Community College each shall be solely responsible for any loss or injury caused to third parties arising from its own negligent acts or omissions in the performance of responsibilities under this agreement and each shall defend, hold harmless, and indemnify the other party to this agreement, within the limits of the Oregon Tort Claims Act, with respect to any claim, litigation, or liability arising from its own negligent acts or omissions in the performance of its responsibilities under this agreement.

V. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1993 through and including June 30, 1994 and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
1. By mutual written consent of the parties;
 2. Either party may unilaterally terminate this agreement on one months written notice.

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

**MT HOOD COMMUNITY
COLLEGE**

**MULTNOMAH COUNTY
SHERIFF'S OFFICE**

CARL RAWE, JR.
Dean of Student Development

BOB SKIPPER
Sheriff

Date: _____

Date: _____

GARY NICHOLS
Dean of Administrative Services

Date: _____

REVIEWED:
LAURENCE KRESSEL, Counsel
for Multnomah County, Oregon

By: 
Jacqueline Weber

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6/17/93
Deb Bogstad
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORMSUBJECT: IGA between City of Gresham and Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 17, 1993Amount of Time Needed: 5 minutesDEPARTMENT: Sheriff's Office DIVISION: EnforcementCONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff**ACTION REQUESTED:**

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

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

Intergovernmental Agreement between City of Gresham and Multnomah County Sheriff's Office. Sheriff's Office will conduct background checks on purchasers of weapons for the City of Gresham. Renewal.

6/21/93 originals to Larry Aab

CONSENT**SIGNATURES REQUIRED:**ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 14 AM 11:42
MULTNOMAH COUNTY
OREGON

MEETING DATE: JUN 17 1993

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between City of Gresham and Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 17, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement between City of Gresham and Multnomah County Sheriff's Office. Sheriff's Office will conduct background checks on purchasers of weapons for the City of Gresham. Renewal.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL Bob Skipper, Jr.
(Sheriff)

Or

DEPARTMENT MANAGER

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 AM 11:15
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800184

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>6/17/93</u> <u>Deb Bogstad</u> BOARD CLERK

Department Sheriff's Office Division Law Enforcement Date 6/2/93Contract Originator Sgt. Kathy Ferrell Phone 251-2431 Bldg/Room 313/115Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/XX8231Description of Contract Conduct background checks on purchasers of weapons for the City of Gresham.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of GreshamMailing Address 1333 NW Eastman ParkwayGresham, Or 97030-3813

Phone _____

Employer ID# or SS# _____

Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ NA

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

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

Remittance Address _____
(If Different) _____**Payment Schedule****Terms**☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6-10-93

Date _____

Date 6-11-93

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	Not applicable										
02.											
03.											

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

ORIGINAL

CONTRACT NO. 800184

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF GRESHAM AND MULTNOMAH COUNTY SHERIFF'S OFFICE

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 on behalf of Multnomah County, and the City of Gresham (CITY). The following provisions shall comprise this agreement.

I. RECITATION

- A. ORS 166.470 limits and conditions the sale of firearms. To implement that statute, the 1989 Legislature imposed certain administrative responsibilities on the sheriff's office regarding the application for weapons purchased, including conducting criminal and mental health background checks on purchasers of weapons from federally licensed dealers; notifying dealers by certified mail of disqualified weapons purchaser; and submitting monthly reports to the Oregon State Police regarding weapons permits issued and denied.
- B. The MCSO has been performing these statutory duties in the unincorporated area of Multnomah County.
- C. The CITY desires to have the MCSO continue to perform these same administrative services for the CITY and further desires that the cost of performing those responsibilities be borne by the gun purchasers.

II. SERVICES TO BE PROVIDED

- A. The MCSO shall conduct the background checks, provide the notices, and submit the reports as required by ORS 166.470 for the purchase of firearms.
- B. The MCSO shall charge and collect the same dealer fee for the background checks of purchaser of weapons in the CITY as it does in the unincorporated area of Multnomah County.

III. TERM AND TERMINATION

- A. The term of this agreement shall be from July 1, 1993 to and

CONTRACT NO. 800184

including June 30, 1994.

- B. This agreement may be terminated prior to the expiration of the agreed-upon terms for any reason, at any time thirty days after written notice by either party to the other.
- C. This agreement may be amended in writing only and shall take effect after signed by all parties of this agreement.

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

CITY OF GRESHAM

GUSSIE McROBERT, Mayor

Date: _____

BONNIE KRAFT, City Manager

Date: _____

Arthur J. Knori, Chief of Police

Date: _____

REVIEWED:

Thomas Sponsler, City Attorney

By: _____

Date: _____

**MULTNOMAH COUNTY
SHERIFF'S OFFICE**

BOB SKIPPER, Sheriff

Date: _____

REVIEWED:

LAURENCE KRESSEL, Counsel
for Multnomah County, Oregon

By:  _____

Date: 6/11/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 6/17/93
Deb Bogstad
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-5

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of agreement with Oregon Health Sciences University to provide dental care for up to 500 low income County residents at the Russell Street Dental Center with funds provided by the Primary Care "330" federal grant.

6/22/93 originals to Herman Beane

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:41
MULTI-JURISDICTION COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Bill Odegard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins, Acting County Chair

VIA: Bill Odegaard, Director
Health Department

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

DATE: May 12, 1993

SUBJECT: Agreement With Oregon Health Sciences University (OHSU)

Recommendation The Health Department recommends County Chair approval and County Board ratification of this intergovernmental agreement with Oregon Health Sciences University for the period July 1, 1993, to and including June 30, 1994.

Analysis The \$278,670 agreement supports the Russell Street Dental Center on North Russell Street, Portland. The agreement makes it possible for five hundred low income county residents to receive dental care annually. The funds are from the Primary Care "330" federal grant.

Background This contract has been renewed annually since about July 1976.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200064

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Contractor provides dental care to low income patients.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences UniversityMailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201Phone 225-8803Employer ID# or SS# 93-6001768WEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 278,670

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES**Department Manager Billi OdgaardPurchasing Director _____
(Class II Contracts Only)County Counsel Miggins

County Chair / Sheriff _____

Contract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 5/27/93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0810			6060		0300		\$278,670		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
DENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this ____ day of _____, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY") and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "UNIVERSITY").

W I T N E S S E T H:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at Project Dental Health (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives FEDERAL funds to purchase dental services for low-income COUNTY residents through an Agreement with UNIVERSITY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 1993, through and including June 30, 1994, subject to earlier termination under Section 11 hereof.

2. DEFINITION

As used in this Agreement:

A. "Center" shall mean Project Dental Health

B. "Dental Services" shall (except as expressly limited by Attachment B) mean those professional services provided by dentists, students, and paradental personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and paradental personnel.

C. "Third-Party Payor" means parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to patients.

D. "Contact Person" means the representatives of each party. The contact person at the County will be the Dental Health Director. The contact person at the University will be the Dental Project Director.

3. ELIGIBILITY

UNIVERSITY will provide dental services to patients who meet the income criteria on the COUNTY's FY 92-93 Discount Schedule as expressed in Exhibit C.

4. SERVICES

A. UNIVERSITY will provide comprehensive dental care services as described in Attachment A.

B. UNIVERSITY will provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

5. REIMBURSEMENT

A. COUNTY will reimburse UNIVERSITY up to a maximum of \$278,670 authorized for dental services at UNIVERSITY by a Department of Health and Human Services, Public Health Service Region X (DHHS) grant to COUNTY. As of July 1, 1992, COUNTY will initiate processing for a COUNTY warrant for UNIVERSITY in the amount of \$23,276.42 by the 5th working day of each month following the delivery of services (July's payment will be initiated before August 5, 1992). The final June payment will be reconciled to yearly actual expenditures. UNIVERSITY will submit quarterly financial and performance reports no later than 30 calendar days following the end of each quarter.

B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.

C. UNIVERSITY will charge patients for dental services rendered using the COUNTY's FY 93-94 Discount Schedule.

6. DENTAL AND DENTAL HYGIENE STUDENTS

A. By this Agreement, both parties recognize the teaching opportunities presented by Center, as well as the potential for increased patient care afforded by access to health professional students.

B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at Center on any regularly scheduled working day, provided that the following conditions are satisfied.

1) Students will be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.

2) Center patients will always be informed when a student will be providing treatment. Any Center patient who wishes to refuse services from a student may do so.

7. RECORDS

A. Records will be the property and responsibility of UNIVERSITY during the period of this Agreement; however, where authorized by or on behalf of the patient or where permitted or required by law, COUNTY shall have the right to examine such records and to make copies thereof at its cost.

B. UNIVERSITY will submit to COUNTY such financial, statistical, and narrative reports as may be required to meet DHHS reporting requirements currently known as Bureau of Community Health Services Reporting Requirements, or as subsequently amended by DHHS. Such reports will be submitted to COUNTY within twenty (20) working days following the end of each calendar quarter. If additional reports are developed for Center management, UNIVERSITY will make them available to COUNTY.

8. GRIEVANCES

A. Grievances involving professional care not satisfactorily resolved among patients, COUNTY and UNIVERSITY will be referred to the Multnomah County Dental Association Peer Review Committee for resolution.

B. Major Disaster or Epidemic. In the event of any major disaster or epidemic, UNIVERSITY shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but UNIVERSITY shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

C. Circumstances Beyond University's Control. In the event that, due to circumstances not reasonably within the control of UNIVERSITY, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of UNIVERSITY personnel, or similar causes, the rendition of Dental Services hereunder is delayed or rendered impractical, UNIVERSITY shall have no liability or obligation on account of such delay or such failure to provide services.

9. OREGON LAW AND FORUM

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

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately by mutual written consent of the parties, or at such time as the parties provide; or

2) By either party upon sixty (60) calendar days' written notice to the other, delivered by certified mail or in person; or

3) Both parties agree that this Agreement is subject to the availability of FEDERAL funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will not effect payment for allowable expenses prior to the effective date of such action.

4) By COUNTY effective upon delivery of written notice to UNIVERSITY by certified mail or in person under any of the following conditions:

a) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by UNIVERSITY.

b) Upon notice if UNIVERSITY fails to deliver services specified in this Agreement, or if UNIVERSITY fails to continue to provide service for the entire Agreement period.

c) Upon notice if COUNTY has evidence that UNIVERSITY has endangered or is endangering the health and/or safety of clients, staff, or the public.

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

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

12. RESEARCH

A. UNIVERSITY will inform both COUNTY and patients, or person(s) legally responsible for patients of any clinical dental investigations, experiments, or research proposed.

B. Any such investigations, experiments, or research shall be limited by and conducted in accordance with law and accepted medical and dental standards relating to such research. Any investigations, experiments, or research involving human subjects shall be subject to approval by the UNIVERSITY'S Committee on Human Research.

C. Written consent for any investigations, experiments, or research shall be obtained from patients or person(s) legally responsible for the patient.

13. COMPLIANCE WITH LAW

In connection with its activities under this Agreement, UNIVERSITY agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

14. WORKERS' COMPENSATION INSURANCE

UNIVERSITY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. UNIVERSITY further agrees to maintain such coverage for the duration of this Agreement.

15. UNIVERSITY IS INDEPENDENT CONTRACTOR

A. UNIVERSITY is an independent CONTRACTOR and is solely responsible for the provision of services as provided under this Agreement. UNIVERSITY, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

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

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

16. AUDIT OF PAYMENTS

COUNTY either directly or through a designated representative may audit the records of UNIVERSITY at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by UNIVERSITY and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to UNIVERSITY were in excess of the amount to which UNIVERSITY was entitled, UNIVERSITY shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

17. RECORD CONFIDENTIALITY

A. UNIVERSITY agrees to keep all client records confidential in accordance with the applicable provisions of state law.

B. The use or disclosure by any part of any information concerning a patient for any purpose not directly connected with the administration of the COUNTY or UNIVERSITY'S responsibilities with respect to services provided under this Agreement is prohibited except on written consent of the patient, his/her attorney, or the person legally responsible for the patient.

C. Only upon receipt of written consent from the patient, his/her attorney, or the person legally responsible for the patient, or where required by law, will UNIVERSITY provide access to patient's records.

18. REPORTING REQUIREMENT

University agrees to compile and have available all statistics required by BHCD and to comply with all BHCD policies.

19. ASSIGNMENT

This Agreement may not be assigned by UNIVERSITY without prior written consent of COUNTY.

20. MODIFICATION

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

21. INTEGRATION

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

22. OMB CIRCULAR A-133

If contractor is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

OREGON HEALTH SCIENCES UNIVERSITY

By: _____
Dennis Borden, Ph.D.
Assistant Vice President,
Research Admin.

Date: _____

93-6001768W
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By: *H. Higgins*
Henry C. Higgins
Acting County Chair

Date: June 17, 1993

HEALTH DEPARTMENT

By: *Billi Odegaard*
Billi Odegaard, Director

Date: 5/28/93

HEALTH DEPARTMENT

By: _____
Program Manager

Date: _____

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: *Deb Bogstad*

Date: 6-7-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A
DENTAL CARE BENEFITS

The following dental services will be provided by the University's School of Dentistry at the Project Dental Health (PDH) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by PDH staff. All services are subject to the section on Exclusions and Limitations.

PROVIDED SERVICES	BENEFIT COVERAGE
Dental Examinations	Provided in full at PDH
Diagnosis and Treatment Plan	Provided in full at PDH
Patient Counseling and Preventive Procedures	Provided in full at PDH
Emergency Care for Acute Conditions	Provided in full at PDH
Oral Surgery	Provided in full at PDH
Preventive Maintenance	Provided in full at PDH
Restorative Dentistry	Provided at PDH salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling material.
Prosthetic Appliances	Provided at PDH includes full or partial dentures, bridges and space maintainers. Minimum copayment equal to laboratory fee required. Full or partial dentures provided at selected nursing homes by PDH staff.
Endodontics	Provided at PDH; limited to two teeth.
Periodontics	Provided at PDH; excludes periodontal surgery.

ATTACHMENT B
LIMITATIONS AND EXCLUSIONS

A. EXCLUSIONS

1. Any dental condition for which a benefit is payable under worker's compensation laws, occupational disease laws, employers liability laws or other laws or insurance or self-insurance with similar purposes, whether or not the benefit is actually paid or applied for is not covered.
2. Any dental condition resulting from services in the armed forces of any country or from war, either declared or undeclared, is not covered.
3. Any services or materials which are paid for or made available by any state or federal agency or under any law and for which enrollees are not required to pay are not covered.
4. Any services or materials furnished by state mental hospitals or by the Veterans Administration of the United States are not covered.
5. Any procedures or treatment which is not generally accepted by the dental professional is not covered.
6. Dental services provided for purely cosmetic reasons are not covered.
7. Services of dentists who are not on the staff of Project Dental Health except with prior approval of PDH staff, are not covered.
8. Any procedures which require treatment at institutions providing specialized facilities, except with prior approval of PDH staff, are not covered.
9. Orthodontic treatment, other than extractions connected therewith or appliances for maintaining and regaining space, is not covered.
10. Any procedures that require treatment of conditions that are the result of congenital or developmental malformations are not covered.
11. Periodontal surgery is not covered.
12. Prescribed medications are not covered.

B. LIMITATIONS

1. Endodontics - limited to 2 teeth.
2. Fixed crowns and bridges - limited to 2 abutments and pontics; not to exceed 4 units total. Minimum copayment is to be equal to the laboratory fee.
3. Additional endodontics, crown and bridge, periodontal surgery and minor orthodontics are available to enrollees on a space available basis and charged at full fee in accordance with the currently established fee schedule.

Meeting Date: JUN 17 1993

Agenda Number: C-6

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with City of Portland

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with City of Portland, Bureau of Environmental Services. City of Portland will reimburse county for monitoring and controlling rats within and originating from the City's wastewater collection system.

6/22/93 originals to Herman Brune

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:42
MULTNOMAH COUNTY
OREGON

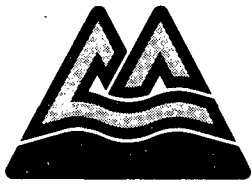
Signatures

Elected Official _____

OR

Department Director Billi Odegaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins, Acting County Chair
VIA: Bill Odgaard, Director, Health Department
FROM: Tom Fronk, Business Services Manager, Health Department *Tom*
DATE: May 11, 1993
SUBJECT: Intergovernmental Agreement With City of Portland for Rodent Control
in Sewers

RECOMMENDATION: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement between the City of Portland and Multnomah County effective July 1, 1993 to and including July 30, 1994.

ANALYSIS: The City of Portland requires monitoring and control of rats within and originating from the City's wastewater collection system. The County is prepared to respond to complaints regarding rat infestations, and provide advice to property owners regarding maintenance of their plumbing in an effort to eliminate points of rodent ingress and egress to and from City's wastewater collection system. The City is prepared to pay the County up to \$59,543 at the rate of \$14,885.75 per quarter.

BACKGROUND: This will be the second agreement making it possible for the County to be paid for providing the City with rodent control services. The initial relationship resulted from the City of Portland's passage of Ordinance No. 126782 on May 9, 1968.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 200264
 Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department HEALTH Division _____ Date _____

 Contract Originator Brame Phone x2670 Bldg/Room 160/2

 Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

 Description of Contract Provide services necessary to control rats in the City's wastewater collection system.

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

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

 Contractor Name City of Portland Bureau of Environmental Services (send billings to room #903)
 Mailing Address 1120 S.W. 5th, Room 400
Portland, Oregon 97204-1972

 Phone 289-6069

 Employer ID# or SS# N/A

 Effective Date July 1, 1993

 Termination Date June 30, 1994

 Original Contract Amount \$ 59,543.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

 Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other \$ <u>14,885.75</u> per quarter	<input type="checkbox"/> Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

 Department Manager Belle Odegaard

 Purchasing Director _____
 (Class II Contracts Only)

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

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

 Encumber: Yes ☐ No ☐

 Date 5/25/93

Date _____

 Date 6-7-93

 Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0233			4004		0399		\$59,543	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

CITY OF PORTLAND
AND
MULTNOMAH COUNTY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, by and between the CITY OF PORTLAND, a political subdivision of the State of Oregon (hereinafter referred to as "CITY") and MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

The COUNTY's services under this agreement shall consist of the following: Monitoring and control of rats within and originating from the CITY's wastewater collection system; Response to complaints regarding rat infestations originating from CITY's wastewater collection system; and provision of advice to property owners regarding maintenance of plumbing on their property to eliminate points of rodent ingress and egress to and from CITY's wastewater collection system.

During the term of this Agreement COUNTY estimates that approximately 1,500 phone calls regarding rate associated with the CITY's wastewater collection system will be answered, 1,150 visits will be made to residences in response to rodent problems involving the CITY's wastewater collection system, 170 letters will be sent to property owners advising them about repairing broken sewer lines on their property and 2,400 manholes will be baited for control of rats in the CITY's wastewater collection system.

3. Compensation.

A. CITY agrees to pay COUNTY \$59,543 based upon the following terms:

- 1) Payment to be \$14,885.75 per quarter upon submission of invoice by COUNTY.

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

C. All final billings affecting Agreement payments must be received 30 days prior to the end of the Agreement period. Agreement payments not triggered or billed within this specific time period will be the sole responsibility of the COUNTY.

4. CONTRACTOR is Independent Contractor.

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

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

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

5. Workers' Compensation

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

6. Contractor Identification.

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

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY agrees to permit authorized representatives of CITY to make such review of the records of the COUNTY as CITY may deem necessary to satisfy audit and/or program evaluation purposes. COUNTY shall permit authorized representatives of CITY Bureau of Environmental Services to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of the COUNTY. If an Agreement cost is disallowed after reimbursement has occurred, COUNTY will make prompt repayment of such costs.

9. Waiver of Default.

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

10. Adherence to Law.

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

B. 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 participation in, be denied the benefits of, or be subject to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, COUNTY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. COUNTY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

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

12. Integration.

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

13. Early Termination.

A. Violation of any of the rules, procedures, attachments, or conditions of the Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by CITY and services by COUNTY, or be cause for placing conditions on

said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violation of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by CITY may occur under any of the following conditions:

- 1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by COUNTY to provide a service under this agreement.
- 2) Upon notice of COUNTY fails to start-up services on the date specified in this Agreement, or if COUNTY fails to continue to provide service for the entire Agreement period.
- 3) Upon notice to CITY of evidence the COUNTY has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 4) Upon evidence of COUNTY's financial instability which CITY deems sufficient to jeopardize customary level and/or quality of service.

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

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

14. Litigation.

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

15. Oregon Law and Forum.

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

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

MULTNOMAH COUNTY, OREGON

By

H. C. Miggins
Acting County Chair

Date June 17, 1993

HEALTH DEPARTMENT

By

Billi Odegaard
Billi Odegaard, Director

Date 5/23/93

By

Arthur Bloom
Arthur Bloom
Program Manager

Date 5/17/93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By

Laurence Kressel

Date

6-7-93

CITY OF PORTLAND, OREGON

By

Earl Blumenauer
Commissioner, Bureau of
Environmental Services

Date

APPROVED AS TO FORM:

By

City Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-7

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with Oregon Department of Human Services, Office of Medical Assistance Programs

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs. State will reimburse county for eligible services provided under the "Babies First! Targeted Case Management Program."

6/17/93 Pulled from
Consent Calendar. to be
Submitted following
County Counsel Rewrite-
per AROX CRAGHERO-
CHAIR'S OFFICE.

CLERK OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:41
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Billi Adgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odgaard, Director
Health Department

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

DATE: May 10, 1993

SUBJECT: Interagency Agreement with the Oregon Department of Human Resources,
Office of Medical Assistance Programs

Recommendation: The Health Department recommends County Chair approval and Board ratification of this Interagency Agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs for the period July 1, 1993, until terminated by any of the parties upon thirty days written notice.

Analysis: Services provided by the county under the "Babies First! Targeted Case Management Program" are eligible for reimbursement under the Oregon Medical Assistance program in cases where clients are Medical Assistance eligible. This agreement will clarify the procedures necessary to provide for the proper documentation, processing and payment of electronic claims prepared by the county and submitted to the state for reimbursement.

Background: The county has several other contracts with the Office of Medical Assistance Programs. The agreement was proposed by the state.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

FY 93-94

Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 200274
Amendment # _____

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

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Reimbursement to county for providing services under the "Babies First! Targeted Case Management Program." County will bill state electronically.

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

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

Contractor Name Oregon Department of Human Resources
Office of Medical Assistance Programs
 Mailing Address 203 Public Service Bldg.
Salem, Oregon 97310

Phone (503) 945-6735

Employer ID# or SS# _____

Effective Date July 1, 1993

Termination Date Upon (30) days notice by either party

Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☒ Other \$ valid electronic claim ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odegard

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff _____

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

Encumber: Yes ☐ No ☐

Date 5/21/93

Date _____

Date 6-7-93

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0755			2619				Requirements		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/ Bid selection process.
6. **DATE RFP/ BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as on MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **TOTAL AMOUNT OF PREVIOUS AMENDMENT** - Enter total amounts of previous amendments.
16. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
17. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
18. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
19. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
20. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not know, enter "PO will be issued."
21. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
22. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing director needs to sign all Class II contracts only.
23. **ACCOUNT CODE STRUCTURE** - enter account code structure for the type of agreement; i.e., expense or revenue.
24. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
25. **AMOUNT** - If total dollar amount is being split amount different account numbers indicate dollar amounts here.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

FY93-94

Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 200274
Amendment # _____

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

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Reimbursement to county for providing services under the "Babies First! Targeted Casem Management Program." County will bill state electronically.

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

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

Contractor Name Office of Medical Assistance Programs

Mailing Address 203 Public Service Bldg.
Salem, Oregon 97310

Phone (503) 945-6735

Employer ID# or SS# _____

Effective Date July 1, 1993

Termination Date Upon (30) days notice by either party

Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odgaard

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff _____

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

Remittance Address (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30 within 30 days of receipt of valid electronic claim.

☒ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date 5/21/93

Date _____

Date 5-7-93

Date _____

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0755			2619				Requirements		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/ Bid selection process.
6. **DATE RFP/ BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as on MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **TOTAL AMOUNT OF PREVIOUS AMENDMENT** - Enter total amounts of previous amendments.
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17. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
18. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
19. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
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MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

FY 93-94

Rev. 5/92

Contract # 200274
Amendment # _____

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

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Reimbursement to county for providing services under the "Babies First! Targeted Case Management Program." County will bill state electronically.

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 Contractor Name Office of Medical Assistance Programs
 Mailing Address 203 Public Service Bldg.
Salem, Oregon 97310
Phone (503) 945-6735

Employer ID# or SS# _____

Effective Date July 1, 1993Termination Date Upon (30) days notice by either partyOriginal Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager Belli Odigo andPurchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair / Sheriff _____

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

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ within 30 days of receipt of ☐ Net 30☒ Other \$ valid electronic claim. ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 5/21/93

Date _____

Date 6-7-93

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0755			2619				Requirements	
02.											
03.											

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

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6. **DATE RFP/ BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as on MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
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16. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
17. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
18. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
19. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
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21. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
22. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing director needs to sign all Class II contracts only.
23. **ACCOUNT CODE STRUCTURE** - enter account code structure for the type of agreement; i.e., expense or revenue.
24. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
25. **AMOUNT** - If total dollar amount is being split amount different account numbers indicate dollar amounts here.

April 29, 1993

Oregon

DEPARTMENT OF

HUMAN RESOURCES

Human Resources Building

OFFICE OF MEDICAL
ASSISTANCE
PROGRAMS

Director
Multnomah County Health Division
426 SW Stark Street
Portland, OR 97204

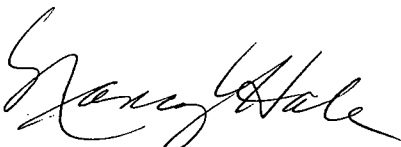
Subject: Multnomah County Babies First! Intergovernmental Agreement

Enclosed in a new intergovernmental agreement between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, for the Babies First! Targeted Case Management Program. The current agreement expires June 30, 1993. The new agreement is effective July 1, 1993, and will remain in effect until terminated by any of the parties upon thirty days' notice.

If you have any questions, please call me at (503) 945-6735. Otherwise, please have the enclosed agreement signed and return it to:

Nancy Hale, Contracts Manager
Office of Medical Assistance Programs
Human Resources Building - Third Floor
500 Summer Street, NE
Salem, OR 97310-1014

Sincerely,



Nancy Hale
Contracts Manager

NH:

Enc. (1)



Barbara Roberts
Governor

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

OMAP Contract # 93-IGA-153

INTERGOVERNMENTAL AGREEMENT

**between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY
entitled**

BABIES FIRST! TARGETED CASE MANAGEMENT AGREEMENT

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

The purpose of this Agreement is to ensure that services provided by County under the Babies First! Targeted Case Management Program that are eligible for reimbursement under the Oregon Medical Assistance program and provided to Medical Assistance eligible clients are documented, processed, and paid appropriately.

TERMS AND CONDITIONS

1. TERM

This Agreement is effective July 1, 1993 and is effective until terminated by any of the parties upon thirty days' written notice.

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

2. SERVICES

- a. OMAP agrees to promulgate rules under the Oregon Medical Assistance Program describing what Babies First! Targeted Case Management Program services are eligible for reimbursement as Medical Assistance program covered services not later than 60 days after the signing of this Agreement.



Barbara Roberts
Governor

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

2. **SERVICES (continued)**

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

3. **DOCUMENTATION OF SERVICES PROVIDED**

- a. County agrees to provide documentation of the services provided to the Oregon Health Division on a monthly basis.
- b. County agrees to submit claims with sufficient documentation to be paid by OMAP through the Medical Management Information System for payment electronically, either through the Oregon Health Division or directly to OMAP. Required billing information shall include, but is not limited to, the following: appropriate service codes (CPT Codes), date(s) of service, Medical Assistance "prime number(s)" (unique eligibility number(s)) of the client(s) served, and County's Medical Assistance provider number and performing provider number, if required.

4. **PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED**

- a. Upon receipt of a valid electronic claim from the Health Division or County, OMAP agrees to pay County at current Medicaid rates for the services provided.
- b. OMAP agrees to process and pay County for all eligible claims with sufficient information within 30 days of receipt of a valid electronic claim.
- c. OMAP agrees to provide County with an invoice showing all payments to County on a monthly basis. The invoice shall identify the total share of payments made under this Agreement that is funded by federal financial participation (FFP) and the share paid with state funds, e.g. the non-federal portion of the payment.
- d. County agrees to reimburse OMAP for the non federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- e. County certifies that funds used to pay the non federal portion to OMAP are not federal funds and will not included as costs in any other County program and billed to OMAP. For counties that are Federally Qualified Health Centers (FQHCs), County agrees not to include the county share of the cost for the Babies First! program in the FQHC cost statement.

4. **PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED**

- f. County agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting
Attention: Babies First! Program
Human Resources Building
500 Summer Street, NE - Fourth Floor
Salem, OR 97310-1015

5. **AMENDMENTS TO THIS AGREEMENT**

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

6. **TERMINATION OF THIS AGREEMENT**

This Agreement may be terminated by mutual consent of all parties or by any party upon 60 days notice in writing delivered by mail or in person to the parties.

AGREED:

Director
Office of Medical Assistance Programs

Date

(County Official(s) with authority to sign)

Date

H.C. Miggins, Acting County Chair

Name and Title (County Signature)

Assistant Director, OMAP

Date

Contract Manager, OMAP

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____

Date _____

4/30/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

Page 3

OMAP Contract # 93-IGA-153

INTERGOVERNMENTAL AGREEMENT

between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY
entitled

BABIES FIRST! TARGETED CASE MANAGEMENT AGREEMENT

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The purpose of this Agreement is to ensure that services provided by County under the Babies First! Targeted Case Management Program that are eligible for reimbursement under the Oregon Medical Assistance program and provided to Medical Assistance eligible clients are documented, processed, and paid appropriately.

TERMS AND CONDITIONS

1. TERM

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2. SERVICES

- a. OMAP agrees to promulgate rules under the Oregon Medical Assistance Program describing what Babies First! Targeted Case Management Program services are eligible for reimbursement as Medical Assistance program covered services not later than 60 days after the signing of this Agreement.



Barbara Roberts
Governor

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

2. **SERVICES (continued)**

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

3. **DOCUMENTATION OF SERVICES PROVIDED**

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- b. County agrees to submit claims with sufficient documentation to be paid by OMAP through the Medical Management Information System for payment electronically, either through the Oregon Health Division or directly to OMAP. Required billing information shall include, but is not limited to, the following: appropriate service codes (CPT Codes), date(s) of service, Medical Assistance "prime number(s)" (unique eligibility number(s)) of the client(s) served, and County's Medical Assistance provider number and performing provider number, if required.

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- d. County agrees to reimburse OMAP for the non federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- e. County certifies that funds used to pay the non federal portion to OMAP are not federal funds and will not included as costs in any other County program and billed to OMAP. For counties that are Federally Qualified Health Centers (FQHCs), County agrees not to include the county share of the cost for the Babies First! program in the FQHC cost statement.

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- f. County agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting
Attention: Babies First! Program
Human Resources Building
500 Summer Street, NE - Fourth Floor
Salem, OR 97310-1015

5. AMENDMENTS TO THIS AGREEMENT

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

6. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by mutual consent of all parties or by any party upon 60 days notice in writing delivered by mail or in person to the parties.

AGREED:

Director
Office of Medical Assistance Programs

Date

(County Official(s) with authority to sign)

Date

H.C. Miggins, Acting County Chair
Name and Title (County Signature)

Assistant Director, OMAP

Date

Contract Manager, OMAP

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 

Date 6-7-93

4/30/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

Page 3

OMAP Contract # 93-IGA-153

INTERGOVERNMENTAL AGREEMENT

between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY
entitled

BABIES FIRST! TARGETED CASE MANAGEMENT AGREEMENT

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

The purpose of this Agreement is to ensure that services provided by County under the Babies First! Targeted Case Management Program that are eligible for reimbursement under the Oregon Medical Assistance program and provided to Medical Assistance eligible clients are documented, processed, and paid appropriately.

TERMS AND CONDITIONS

1. TERM

This Agreement is effective July 1, 1993 and is effective until terminated by any of the parties upon thirty days' written notice.

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- a. OMAP agrees to promulgate rules under the Oregon Medical Assistance Program describing what Babies First! Targeted Case Management Program services are eligible for reimbursement as Medical Assistance program covered services not later than 60 days after the signing of this Agreement.



Barbara Roberts
Governor

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

2. **SERVICES (continued)**

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

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- d. County agrees to reimburse OMAP for the non federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- e. County certifies that funds used to pay the non federal portion to OMAP are not federal funds and will not included as costs in any other County program and billed to OMAP. For counties that are Federally Qualified Health Centers (FQHCs), County agrees not to include the county share of the cost for the Babies First! program in the FQHC cost statement.

4. PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED

- f. County agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting
Attention: Babies First! Program
Human Resources Building
500 Summer Street, NE - Fourth Floor
Salem, OR 97310-1015

5. AMENDMENTS TO THIS AGREEMENT

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

6. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by mutual consent of all parties or by any party upon 60 days notice in writing delivered by mail or in person to the parties.

AGREED:

Director
Office of Medical Assistance Programs

Date

(County Official(s) with authority to sign)

Date

H.C. Miggins, Acting County Chair
Name and Title (County Signature)

Assistant Director, OMAP

Date

Contract Manager, OMAP

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 

Date 6-7-93

4/30/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

Page 3

BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-8

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

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

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

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

6/22/93 originals to Herman Beame

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:41
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Bruce A. Berglund

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager

DATE: May 20, 1993

SUBJECT: Agreement with State for "HIV Targeted Case Management"

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the state for the period July 1, 1993, until terminated by mutual consent of the parties or by any of the parties upon sixty days written notice.

Analysis: The county provides HIV services to medical assistance eligible clients and this agreement ensures that the services are documented, processed, and paid appropriately through the county's electronic billing system. Upon receipt of valid electronic claims from county, the state agrees to pay county at current Medicaid rates for services provided.

Background: The Oregon Department of Human Resources, Office of Medical Assistance Programs operates a Medical Management Information System that the county has used in the past for payment of claims for other services provided by the county.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200354

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK REVENUE

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Reimbursement of HIV Targeted Case Management Program services provided by the county. County will bill state electronically.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Department of Human Resources
Office of Medical Assistance ProgramsMailing Address 500 Summer Street N.E.
Salem, Oregon 97310Phone (503) 378-2263

Employer ID# or SS# _____

Effective Date July 1, 1993Termination Date Mutual consent of parties or
60 days notice by either party

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billi OdegaardPurchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 5/27/93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0490			2618		0223		Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

OMAP Agreement # 93-IGA-163

INTERGOVERNMENTAL AGREEMENT

between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY

entitled

HIV TARGETED CASE MANAGEMENT AGREEMENT

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

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

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

TERMS AND CONDITIONS

1. TERM

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

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

2. SERVICES

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



Barbara Roberts
Governor

3. DOCUMENTATION OF SERVICES PROVIDED

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

4. PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED

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

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

5. AMENDMENTS TO THIS AGREEMENT

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

AGREED:

Director
Office of Medical Assistance Programs

Date

H.C. Miggins

County Official with authority to sign

June 17, 1993

Date

H.C. Miggins, Acting County Chair
Name & Title (County Signature)

Assistant Director, OMAP

Date

Contract Manager, OMAP

Date

HEALTH DEPARTMENT

By: *Billi Odgaard*

Billi Odgaard, Director

Date: *5/27/93*

By: _____
Program Manager

Date: _____

**LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON**

By: *[Signature]*

Date: *C-7-53*

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-8 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-9

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of Agreement with Oregon Department of Human Resources
Office of Medical Assistance Programs

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of Intergovernmental Agreement with the Oregon Department of Human Resources, Office of Medical Assistance Programs (OMAP) providing the entire Health Department with direct inquiry-only access to (OMAP's) data system.

6/22/93 originals to Herman Beane

CLERK OF
COUNTY COMMISSIONERS
1993 JUN - 9 PM 12:40
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

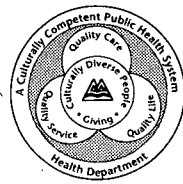
OR

Department Director Billi Odegard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H.C. Miggins
Acting County Chair

VIA: Bill Odgaard, Director
Health Department

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

DATE: April 2, 1993

SUBJECT: Agreement with State Providing the Health Department On-line Access
to the State's ACES Information System

Recommendation: The Health Department recommends County Chair approval and Board ratification of this contract with the Oregon Department of Human Resources Office of Medical Assistance Programs for the period upon execution to and including June 30, 1999.

Analysis: The current agreement with the Office of Medical Assistance Programs (OMAP) expires June 30, 1993. Continuing the inquiry only on-line access to OMAP data system is of benefit to the Health Department and patients who are eligible for assistance under OMAP medical programs. The agreement will allow for more efficient use of Health Department's resources by avoiding the necessity of using the telephone to determine the eligibility of OMAP clients through the Automated Confirmation of Eligibility System (ACES).

Background: The first agreement was executed July 17, 1991, and the second agreement was November 8, 1991.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201553

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Health Department access to the states data system known as Automated Confirmation of Eligibility System (ACES).

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Department of Human Resources
Office of Medical Assistance ProgramsMailing Address 500 Summer Street, NE
Salem, Oregon 97310-1014Phone (503) 378-6791Employer ID# or SS# N/AEffective Date Upon ExecutionTermination Date June 30, 1999Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Belli OdgaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 5/28/93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0711			6110		0314		N/A	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

OMAP Contract #93-IAA-104

Agreement for Access to Information Between
the State of Oregon Department of Human Resources,
Office of Medical Assistance Programs (OMAP), and
Multnomah County through its
Multnomah County Health Division

1. Department of Human Resources (DHR) and OMAP

The Department of Human Resources is the umbrella agency under ORS 184.750, charged with operating programs to provide Human Resource programs and services to the citizens of Oregon. Within this array of programs are medical assistance programs. The Office Of Medical Assistance Programs (OMAP) is responsible for operating medical assistance programs for the State of Oregon for persons who meet specified eligibility criteria.

DHR, through various divisions, including Adult and Family Services Division, operates and maintains a data system which verifies eligibility for public assistance clients and OMAP. The data system contains confidential medical program information on over 200,000 Oregon citizens, and includes a telephone-access Automated Confirmation of Eligibility System (ACES).

OMAP programs are regulated by Oregon law under ORS Chapters 410 - 414, OMAP's administrative rules, by Federal Law under the Social Security Act, and regulations promulgated by the federal agencies.

OMAP has established Administrative Rules for the Medical Assistance program under the titles of Medical Provider Guides. These rules specify which services are covered and the conditions for compliance by the various medical providers.

C:\1993.con\terminal\Multhd.trm
March 23, 1993



Barbara Roberts
Governor

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

The Federal Medicaid Program has established regulations under 42 CFR Subchapter C Medical Assistance Program. These regulations must be complied with in order to receive the federal matching funds necessary for the operation of OMAP medical programs.

The purpose of this Agreement is to provide a service, as is allowed under 42 CFR 431.302 (c), to OMAP clients.

2. Multnomah County Health Division

In the course of its operations, Multnomah County Health Division, hereafter known as Contractor, bills OMAP for medical services for OMAP clients or persons who are eligible to become OMAP clients.

3. Benefits of the Agreement

- a. Contractor has determined that having inquiry-only on-line access to OMAP data system would be of benefit to both Contractor and to those patients who are eligible for assistance under OMAP medical programs.

The benefits to Contractor arise from efficient use of Contractor's resources through the avoidance of the present time-consuming practice of telephone access to ACES to confirm the eligibility of OMAP clients.

- b. OMAP has determined that a benefit will arise in the reduction of ACES staff time through the substitution of direct inquiry-only access to OMAP's data system by Contractor staff. OMAP has also determined that no new information will be accessed, but that the method of accessing information will change.

4. Term

This contract becomes effective upon execution by the parties remains in effect through June 30, 1999. Executive Department approval has been delegated for this contract.

5. Consideration

There is no charge by OMAP to Contractor for access to the information described in Section 6, Access Services to be Provided, and no charge by Contractor to OMAP for these services.

Contractor shall bear all costs associated with establishing and maintaining the telecommunications link to access the information provided under this Agreement.

Contractor agrees to reimburse OMAP a one-time charge of \$420.00 for installing a telecommunications line to Contractor's place of business, if this is required to establish a telecommunication link.

If OMAP installs a telecommunications line to Contractor's place of business, then Contractor agrees to pay OMAP \$100.00 per month to cover OMAP's ongoing cost of providing the telecommunication's line.

Contractor shall make all payments due OMAP within 30 days of receipt of billing by OMAP.

Contractor shall send all payments to:

Administrative Payments Unit
General Accounting Unit
Adult and Family Services Unit
500 Summer st. N.E.
Salem, OR 97310-1014

No other costs are to be paid by Contractor, to OMAP, for services provided under this Agreement.

6. Access Services to be Provided

OMAP agrees to allow Contractor to connect its data system and terminals to OMAP data system. This agreement is conditioned on the agreement of Contractor, and all of the employees, officers, agents and contractors, to comply fully with the following access constraints:

- a. Access to OMAP data system through these terminals shall be limited to personnel who have been appropriately instructed in the safeguarding and confidentiality of information and who have agreed to comply with the terms of this Agreement;

- b. That the use of the terminals to access OMAP files shall be used only for accessing the data on those persons who claim to be present medical program clients of OMAP. The data authorized for viewing by Contractor is:
 - i. Client name
 - ii. Date of birth
 - iii. Sex
 - iv. The program code describing coverage
 - v. The date eligibility is established
 - vi. Remaining benefit days and explanation of benefits
 - vii. Welfare assistance worker identification code
 - viii. Branch office identification code
 - ix. Third party liability information
- c. that the terminals will be used in as many instances as possible in lieu of direct contacts with OMAP ACES Hotline and other OMAP staff;
- d. that, irrespective of the potential for accessing additional information, that the information accessed will be limited to that required for determining the eligibility of the client to OMAP services, or claims data submitted by Contractor;
- e. that all of the information will be safeguarded to the extent required under both the prevailing standards for medical records confidentiality and the additional requirements specified under 42 CFR Part 431, subpart F; 42 CFR Part 431, subpart F is attached hereto, and made a part of this Agreement;
- f. that Contractor will establish and maintain procedures including training, passwords, and restricted sign-ons, to ensure the requirements of this Agreement are fully met.

7. Subcontracts and Assignments

- a. Contractor shall not enter into any subcontracts allowing access to any of the information under this Contract without obtaining prior written consent of OMAP.
- b. Contractor shall not assign or transfer its interest in this contract without obtaining the express prior written consent of OMAP.

8. Termination

This Contract may be terminated under any of the following conditions:

- a. This Contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.
- b. OMAP may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by OMAP, under any of the following conditions:
 - i. If OMAP funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the indicated services. The Contract may be amended to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for federal matching funding.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- c. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- d. The parties agree to promptly settle all accounts existing under this Contract.
- e. OMAP by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:
 - i. If the Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or

- ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from OMAP, fails to correct such failures within 10 days or such longer period as OMAP may authorize.
 - f. The rights and remedies of OMAP provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
9. Contractor not an Agent of the State of Oregon
- Contractor is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.
10. Access To Records
- Contractor further agrees to provide access to any books, documents, papers and records of Contractor which are pertinent to this Contract and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents. All such records shall be retained and kept accessible for three years following final payment, if any, and conclusion of all pending matters.
11. Hold Harmless Provision
- Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Contractor or its agents or employees under this agreement. This provision shall not require Contractor to defend or indemnify the State against any action based solely on the alleged negligence of the State.
12. Waiver
- The failure of OMAP to enforce any provision of this Contract shall not constitute a waiver by OMAP of that provision or of any other provision.

13. Severability

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

14. Compliance with Applicable Laws

Contractor shall be in full compliance with all federal, state and local laws, rules and regulations applicable to this Contract.

(A) Miscellaneous Federal Requirements

- i. Contractor shall comply with the applicable provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857) (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).
- ii. Performance under this Agreement by Contractor shall be in accordance with any applicable provisions of 42 CFR Subchapter C and 45 CFR Part 74.
- iii. Contractor shall comply with any applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

(B) Compliance with State Public Law Requirements

- i. Contractors shall comply with all state laws applicable to the work under this contract, including ORS 279.312, 279.314, 279.316, 279.320, and 279.555, see below, which Contractor agrees shall apply to and govern the performance of this contract.

- (1) 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:
 - (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (2) 279.314 Condition concerning payment of claims by public officers.

- (a) Every public contract shall also contain a clause or condition that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
 - (b) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- (3) 279.316 Condition concerning hours of labor.
- (a) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (b) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C sections 201 to 209 from receiving overtime.
- (4) 279.320 Condition concerning payment for medical care and providing workers compensation.
 - (a) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
 - (b) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.
- (5) As required by ORS 279.555 in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.

ii. Contractor shall include the provisions of this section in all Subcontract.

15. Venue

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

16. Funds Available and Authorized

OMAP certifies at the time the Contract is written that sufficient funds are available and authorized for expenditure to finance costs of this Contract within OMAP's current appropriation or limitation, provided, however, that continuation of this Contract or any extension, after the end of the biennium which ends June 30, 1993, is contingent upon a new appropriation for the succeeding biennium for the purpose of this Contract.

17. State Tort Claims Act

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

18. Worker's Compensation Coverage

The Contractor hereby declares that the services rendered under this Contract are those of an independent contractor. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all of their employees.

19. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

By execution of this contract, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge that Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

20. Truth in Lobbying Act

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

21. Merger Clause

THIS AGREEMENT 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.

CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES HAVING READ THIS AGREEMENT, UNDERSTANDING IT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

25. Contractor Data:

NAME: Multnomah County Health Division
J.K. Gill Bldg., 2nd Fl.
426 SW Stark
Portland, OR 97204

CONTRACTOR'S FEDERAL TAX I.D.# 93-6002309A2

Signatures

CONTRACTOR

I hereby certify that I am authorized to execute this Contract on behalf of the Contractor

By H.C. Miggins
Authorized Representative

Date June 17, 1993

Printed Name: H.C. Miggins
Acting
Title: County Chair

Reviewed by OMAP Asst. Director: _____

Reviewed by OMAP Contracts Manager: _____

Reviewed by Budget/Program Authority: _____

STATE OF OREGON
OFFICE OF MEDICAL ASSISTANCE
PROGRAMS
500 Summer st. N.E.
Salem, Oregon 97310

By _____
Jean Thorne, Director, OMAP

Date _____

REVIEWED:
LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon
By: _____
Date: 6-7-93

C:\1993.con\terminal\Multhd.trm

March 23, 1993

13

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-9 DATE 6/17/93
DEB BOGSTAD

BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-10

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with Oregon Department of Education

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with Oregon Department of Education in which county will perform evaluation of food preparation facilities and meal-serving sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 1993. State will pay the county for the service.

6/22/93 originals to Herman Beane

1993 JUN -9 PM 12:41
CLATSOP COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Billi Adgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H.C. Miggins
Acting County Chair

VIA: Bill *Biller* Odegaard, Director
Health Department

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

DATE: May 12, 1993

SUBJECT: Intergovernmental Revenue Agreement with Oregon Department of Education

Recommendation: The Health Department recommends County Chair approval and Board ratification of this Intergovernmental Revenue Agreement with the Oregon Department of Education for the period upon execution to and including June 30, 1994.

Analysis: The Oregon Board of Education has adopted food service sanitation rules for public and private schools (OAR 581-51-200 through 581-51-265). These rules require that school food service operations be inspected by a registered sanitarian. The Oregon Department of Education has agreed to pay Multnomah County \$870 to perform thirty-one (31) health and sanitation evaluations of summer school food preparation facilities and meal serving sites operating under the United States Department of Agriculture's (USDA) Summer Food Service Program (FSP).

Background: Multnomah County sanitarians have been inspecting school food service operations on a contract basis since 1988.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200284

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract County will perform evaluation of food preparation facilities and meal-serving sites operating under the U.S. Department of Agriculture's (USDA) Summer Food Service Program (SFSP) during the summer of 1993.

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

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

Contractor Name Oregon Department of Education
Food Service Program
 Mailing Address 700 Pringle Parkway, S.E.
Salem, Oregon 97310-0290

Phone 378-3569Employer ID# or SS# N/AEffective Date UPON EXECUTIONTermination Date June 30, 1994Original Contract Amount \$ 870.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

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

Department Manager _____

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

Date _____

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	015	0232			2799	0399			\$ 870.00		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

SUMMER FOOD SERVICE PROGRAM
SANITATION INSPECTIONS
1993 AGREEMENT

Agreement between Multnomah County Environmental Health
County or State Health Department
and OREGON DEPARTMENT OF EDUCATION:

Said Health Department agrees to perform, at the following rate(s), periodic health and sanitation inspections, as determined by the Health Department. These inspections will be of food service management companies (vendors) and/or sponsor food preparation facilities and meal sites operating a Summer Food Service Program under agreement with the Oregon Department of Education (ODE) during the summer of 1993 in said Health Department's jurisdiction. The Health Department shall furnish all labor and material to perform the inspections which shall be conducted in accordance with applicable local Health Department rules and regulations.

A maximum of -29- inspections will be conducted at the following rate(s):

Vended Meal Site	@ \$		per inspection
On-Site Preparation	@ \$		per inspection
Preparation Only	@ \$	30.00	per inspection

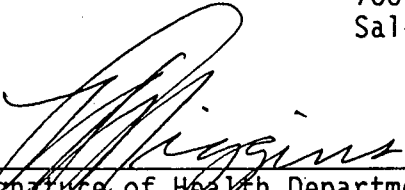
TOTAL PAYMENTS ON THIS AGREEMENT SHALL NOT EXCEED \$ -870.00-.

This Agreement may be amended subject to the availability of funds by contacting ODE not later than July 1, 1993.

ODE will provide the Health Department with a list of approved sponsors, food preparation facilities and meal sites that will be operating in the 1993 SFSP. ODE will report to the Health Department any health-related problems discovered on routine visits conducted by our site monitors for Health Department follow-up, if necessary.

Method of Payment - The Health Department shall submit to ODE an invoice not later than September 30, 1993, for those sanitation inspections actually performed for the SFSP. Invoices received after that date **CANNOT NOT BE PAID**. All reports generated as a result of Health Department's SFSP evaluations shall be subject to review by ODE and should be kept on file. The invoice shall be sent to:

Oregon Department of Education
Child Nutrition Program, Summer Food Service
700 Pringle Parkway SE
Salem, OR 97310-0290


Signature of Health Department Official
H.C. Miggins

Acting County Chair

Title

June 17, 1993

Date

kb/NUTR3330
032393

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Signature of ODE Child Nutrition
Program Official

Title

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for
Multnomah County, Oregon

By: 

Date: 6-7-93

Meeting Date: JUN 17 1993

Agenda Number: C-11

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Intergovernmental Agreement with Clackamas County Public Health
Subject: Division

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with Clackamas County Public Health Division for provision of HIV case management services for persons with disabling HIV disease. Multnomah County is acting as the agent for disbursing state funds to local governments for an HIV grant program.

6/22/93 originals to Herman Brane

Signatures

Elected Official _____

OR

Department Director Billi Olegard

(All accompanying documents must have required signatures!)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 PM 2:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: *B. Odgaard*
B. Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department

DATE: June 1, 1993

SUBJECT: Agreement with Clackamas County Public Health Division

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Clackamas County Public Health Division for the period July 1, 1993 to and including June 30, 1994.

Analysis: The county has been granted funds from the state to provide HIV case management services for persons with disabling HIV disease. The state has requested that the county disburse funds to other local governments as necessary in order to provide a wide range of HIV services to the public. Payments to Clackamas County Public Health Division will not exceed \$15,403.

Background: The county has contracted with both the state and Clackamas County in the past.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200374

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-11</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide HIV case management services for persons with disabling HIV disease.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Clackamas County Public Health DivisionMailing Address 1425 Kaen Rd.Oregon City, Oregon 97045Phone 655-8471Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 15,403.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly \$ 1,284 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6/13/93

Date _____

Date 6-16-93Date June 17, 1993

Date _____

REQUIRED SIGNATURES:Department Manager Belle Odgaard

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]County Chair / Sheriff [Signature]

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

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015								\$15,403.00	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CLACKAMAS COUNTY PUBLIC HEALTH DIVISION, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to maintain a program of HIV case management services. Program activities may include:

1) Develop ongoing linkages with existing HIV/AIDS service providers such as Multnomah County Health Department, Cascade AIDS Project and other local advocacy groups.

2) Recruit and train local volunteers.

3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.

4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.

5) Educational and resource materials development and distribution including medical records forms.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

1) Initial Contact and Needs Assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.

2) Development of a plan of care based on assessment of needs, goals of client and resources available.

3) Intervention, based on plan of care which may include referral for:

- o Medication management
- o Nutritional support
- o Coordination of volunteers
- o Disease specific education of clients and caregivers
- o Caregiver respite
- o Child care
- o Grief and loss counseling
- o Personal care decisions
- o Benefits eligibility
- o Stress reduction
- o Mental health assessments
- o Substance abuse treatment
- o Spiritual counseling
- o Emotional support to clients, partners, and family members
- o Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
- o Coordination of client care
- o Coordination of home health agency and hospice nursing services

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping

C. CONTRACTOR agrees to provide local match of .2 FTE Community Health Nurse and associated mileage, training, printing and indirect costs.

D. .3 FTE CHN funded under this program will provide a minimum of 35 case management visits per month.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$15,403 based on the following terms:

1) A maximum of \$1,284 per month upon receipt of a monthly report detailing the number of case management visits.

2) Expenditure reports will be sent to HIV Contract Manager, Multnomah County Health Department, 20 NE 10th, 2nd floor, Portland, OR 97232.

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

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.

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

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

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

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

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

15. Litigation.

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

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

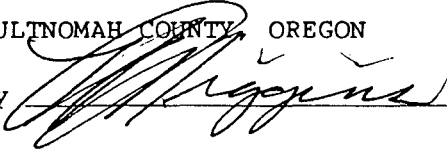
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

By _____

Date _____

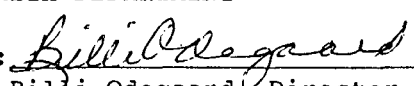
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By 
Multnomah County Chair


Date June 17, 1993

HEALTH DEPARTMENT

By: 
Billi Odegaard, Director

Date: 6/3/93


HEALTH DEPARTMENT

By: 
Program Manager

Date: June 1, 1993

REVIEWED:

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

By: 

Date: 6-10-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-12

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with Tillamook County Public Health Department

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with Tillamook County Public Health Department for provision of HIV case management services for persons with disabling HIV disease. Multnomah County is acting as the agent for disbursing state funds to local governments for an HIV grant program.

6/22/93 originals to Herman Brane

Signatures

Elected Official _____

OR

Department Director Billi Adigard

(All accompanying documents must have required signatures!)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 PM 2:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department

DATE: June 1, 1993

SUBJECT: Agreement with Tillamook County Public Health Department

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Tillamook County Public Health Department for the period July 1, 1993, to and including June 30, 1994.

Analysis: The county has been granted funds from the state to provide HIV case management services for persons with disabling HIV disease. The state has requested that the county disburse funds to other local governments as necessary in order to provide a wide range of HIV services to the public. Payments to Tillamook County Public Health Department will not exceed \$11,003.

Background: The county has contracted with both the state and Clackamas County for similar services in the past.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200384

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide HIV case management services for persons with disabling HIV disease.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Tillamook County Public Health Dept. (Sue Cameron)Mailing Address P.O. Box 489
Tillamook, Oregon 97141Phone 842-3900Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 11,003

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly \$ 917.00 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Belli OdegaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 6/3/93

Date _____

Date 6-10-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015								\$11,003.00	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
TILLAMOOK COUNTY PUBLIC HEALTH DEPARTMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the TILLAMOOK COUNTY PUBLIC HEALTH DEPARTMENT, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to maintain a program of HIV case management services. Program activities may include:

- 1) Ongoing linkage with existing HIV/AIDS service providers and other local advocacy groups.
- 2) As appropriate, recruit and train local volunteers.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.
- 5) Educational and resource materials development and distribution including medical records forms.
- 6) Purchase and distribution of medical vouchers for direct client care.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

- 1) Initial Contact and Needs Assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.
- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.

3) Intervention, based on plan of care which may include referral for:

- o Medication management
- o Nutritional support
- o Coordination of volunteers
- o Disease specific education of clients and caregivers
- o Caregiver respite
- o Child care
- o Grief and loss counseling
- o Personal care decisions
- o Benefits eligibility
- o Stress reduction
- o Mental health assessments
- o Substance abuse treatment
- o Spiritual counseling
- o Emotional support to clients, partners, and family members
- o Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
- o Coordination of client care
- o Coordination of home health agency and hospice nursing services

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping

C. .2 FTE CHN funded under this program will provide a minimum of 20 case management contacts visits per month.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$11,003 based on the following terms:

1) A maximum of \$917 per month upon receipt of a monthly report detailing the number of case management visits and medical vouchers provided.

2) Expenditure reports are to be sent to HIV Contract Manager Multnomah County Health Department, 20 NE 10th, 2nd floor, Portland, OR 97232.

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

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of

funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.

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

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

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

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

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

15. Litigation.

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

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

TILLAMOOK COUNTY PUBLIC HEALTH DEPARTMENT

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By *[Signature]*

Multnomah County Chair

Date June 17, 1993

HEALTH DEPARTMENT

By: *Billi Odegaard*
Billi Odegaard, Director

Date: 6/3/93

HEALTH DEPARTMENT

By: *Green Andrus*
Program Manager

Date: June 1, 1993

REVIEWED:

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

By: *[Signature]*

Date: 6-10-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-13

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with Clatsop County Public Health Department

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with Clatsop County Public Health Department for provision of HIV case management services for persons with disabling HIV disease. Multnomah County is acting as the agent for disbursing state funds to local governments for an HIV grant program.

6/22/93 originals to Herman Brane

Signatures

Elected Official _____

OR

Department Director Billi Odegard

(All accompanying documents must have required signatures!)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 PM 2:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director
Health Department

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

DATE: June 1, 1993

SUBJECT: Agreement with Clatsop County Public Health Department

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Clatsop County Public Health Department for the period July 1, 1993, to and including June 30, 1994.

Analysis: The county has been granted funds from the state to provide HIV case management services for persons with disabling HIV disease. The state has requested that the county disburse funds to other local governments as necessary in order to provide a wide range of HIV services to the public. Payments to Clatsop County Public Health Department will not exceed \$11,003.

Background: The county has contracted with both the state and Clackamas County for similar services in the past.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 200394

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-13</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide HIV case management services for persons with disabling HIV disease.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Clatsop County Public Health Department (Kaye Hellberg)Mailing Address P.O. Box 206Astoria, Oregon 97103Phone 325-8500Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 11,003

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☒ Monthly \$ 917.00 ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 4/3/93

Date _____

Date C.O.S.Date June 17, 1993

Date _____

REQUIRED SIGNATURES:Department Manager Belle AdigardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0320			6060		0371		\$11,003	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE CONTRACT ADMINISTRATION CANARY INITIATION PINK FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
CLATSOP COUNTY PUBLIC HEALTH DEPARTMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CLATSOP COUNTY PUBLIC HEALTH DEPARTMENT, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to establish a program of HIV case management services. Program development may include:

- 1) Develop ongoing linkages with existing HIV/AIDS service providers and other local advocacy groups.
- 2) As appropriate, recruit and train local volunteers.
- 3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.
- 4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.
- 5) Educational and resource materials development and distribution including medical records forms.
- 6) Purchase and distribution of medical vouchers for direct client care.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

- 1) Initial Contact and Needs Assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.
- 2) Development of a plan of care based on assessment of needs, goals of client and resources available.

3) Intervention, based on plan of care which may include referral for:

- o Medication management
- o Nutritional support
- o Coordination of volunteers
- o Disease specific education of clients and caregivers
- o Caregiver respite
- o Child care
- o Grief and loss counseling
- o Personal care decisions
- o Benefits eligibility
- o Stress reduction
- o Mental health assessments
- o Substance abuse treatment
- o Spiritual counseling
- o Emotional support to clients, partners, and family members
- o Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
- o Coordination of client care
- o Coordination of home health agency and hospice nursing services

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping

C. .2 FTE funded under this program will provide approximately 20 case management contacts per month, as need demands.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$11,003 based on the following terms:

1) A maximum of \$917 per month upon receipt of a monthly report detailing the number of case management visits and medical vouchers provided.

2) Expenditure reports are to be sent to HIV Contract Manager, Multnomah County Health Department, 20 NE 10th, 2nd Floor, Portland, OR 97232.

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

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.

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

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

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

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

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

15. Litigation.

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

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

CLATSOP COUNTY PUBLIC HEALTH DEPARTMENT

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By *H.C. Miggins*
H.C. Miggins, Acting
Multnomah County Chair

Date June 17, 1993

HEALTH DEPARTMENT

By: *Billi Odegaard*
Billi Odegaard, Director

Date: 6/3/93

HEALTH DEPARTMENT

By: *Green*
Program Manager

Date: June 1, 1993

REVIEWED:

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

By: *[Signature]*

Date: 6-10-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-14

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with State Health Division

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental agreement with State Health Division. County will pay state to provide diagnostic hepatitis testing for county clients. The state will not charge for screening (prenatal and refugee) and communicable disease (food handlers.)

6/22/93 Originals to Herman Brame

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:40
MULTNOMAH COUNTY
OREGON

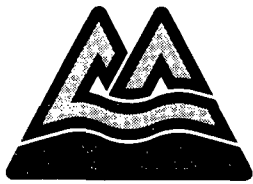
Signatures

Elected Official _____

OR

Department Director Belli Clepard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director
Health Department

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

DATE: May 17, 1993

SUBJECT: Agreement with Oregon State Health Division, State Public Health Laboratory

Recommendation: The Health Department recommends County Chair approval and Board ratification of this agreement with the Oregon State Health Division, State Public Health Laboratory for the period July 1, 1993 to and including June 30, 1994.

Analysis: The Health Department would like to renew this agreement with the State Public Health Laboratory to provide various laboratory tests for the county. The county laboratory is not able to perform the tests which include: Hepatitis B Surface Antigen, Hepatitis B Core Antibody, Hepatitis B Surface Antibody, and Hepatitis A Virus Antibody - IgM Specific.

The county has negotiated a favorable rate for each test:

HBsAg	\$2.90 per test
HBcAb	\$3.75 per test
HBsAb	\$4.45 per test
HAVAB-IgM	\$9.80 per test
HBcAb-IgM	\$9.45 per test
Rubella	\$3.07 per test
Syphilis	\$1.15 per test

Background: The tests are necessary to service the Health Department's clients. The current agreement expires June 30, 1993.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

FY 93-94

Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 200414
Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-14</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract State will continue to provide hepatitis testing for County clients at no charges for screening (prenatal and refugee) and communicable disease (food handlers.) State will charge for diagnostic testing.

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

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

Contractor Name State Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97204
 Phone 229-6380 / 229-5754
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☒ Monthly \$ Invoice ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:Department Manager Bill OdgaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____

Encumber: Yes ☐ No ☐

Date 5/28/93

Date _____

Date 6-7-93

Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0870			6110		0300		Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE CONTRACT ADMINISTRATION CANADY INITIATION BULK FINANCE

LABORATORY SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon acting by and through Oregon State Public Health Laboratory (hereinafter referred to as "STATE").

W I T N E S S E T H:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1993, to and including June 30, 1994, unless sooner amended or terminated under the provisions in paragraph 14.

2. Services.

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

1) Test sera from COUNTY's clients for: Hepatitis B surface Antigen (HB_sAg); Hepatitis B core Antibody (HB_cAb); Hepatitis B surface Antibody (HB_sAb); Hepatitis A Virus Antibody - IgM Specific (HAVAB-IgM).

2) REEP and MCPCO clients will be tested for HBsAg, Rubella and Syphilis.

3) Call laboratory results at 248-3555 and or send or fax laboratory reports of results to Multnomah County Laboratory, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

4) Pick up serum specimens daily from COUNTY Laboratory.

3. Compensation.

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

- 1) HB_sAg tests at \$2.90 per test.
- 2) HB_cAb tests at \$3.50 per test.

- 3) HB_sAb tests at \$4.45 per test.
- 4) HAVAB-IgM tests at \$9.80 per test.
- 5) HBcAb-IgM tests at \$9.45 per test.
- 6) Rubella at \$3.25 per test.
- 7) Syphilis at \$1.15 per test.

B. STATE agrees not to charge COUNTY for screening (i.e., prenatal and refugee), and communicable disease (i.e., food handler) services.

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

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

E. Based upon a monthly invoice from STATE, COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default.

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

10. Adherence to Law

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

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

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

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

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

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

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

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

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

15. Litigation.

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

16. Oregon Law and Forum

17. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the CONTRACTOR shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

OREGON STATE HEALTH DIVISION

By _____

Date _____

93-6001752
Federal I.D. Number

STATE PUBLIC HEALTH LABORATORY

By: _____

Date: _____

By: _____
Business Manager

By: _____
Fiscal Officer

MULTNOMAH COUNTY, OREGON

By *H. C. Miggins*
H. C. Miggins
Acting County Chair

Date June 17, 1993

HEALTH DEPARTMENT

By: *Billi Odegaard*
Billi Odegaard, Director

Date: 5/28/93

HEALTH DEPARTMENT

By: *[Signature]*
Program Manager

Date: 5-27-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: *[Signature]*

Date: 6-7-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-14 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

[5491K-P]

Meeting Date: JUN 17 1993

Agenda Number: C-15

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)
Ratification of Intergovernmental Agreement with Oregon
Health Division

Subject: _____

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of Revision #6 of the Oregon Health Division Intergovernmental Agreement increasing revenue for various programs. In compliance with federal requirements the amendment is retroactive to July 1, 1992.

6/22/93 originals to Herman Brane

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN 10 PM 2:24

Signatures

Elected Official _____

OR

Department Director Belli Odgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director
Health Department

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

DATE: May 28, 1993

SUBJECT: Ratification of Revision #6 to the Oregon Health Division Grant

Retroactive: The changes included in revision #6 of the Oregon Health Division grant initiated by the state are effective upon the Board's ratification of the revision. The county reviewed the revision in May 1993, but the state requires that any changes reflect the entire grant period July 1, 1992, to and including June 30, 1993.

Recommendation: The Health Department recommends County Chair approval and Board ratification of the attached revision #6 to the Oregon Health Division grant to Multnomah County for FY 92-93.

Analysis: The revision provides for revenue adjustments:

Central Drug Purchasing	\$11,440
Perinatal Substance Abuse	20,000
HIV Care Consortia	<u>2,734</u>
Total increase resulting from revision	\$34,174

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200883Amendment # 6

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-15</u> DATE <u>6/17/93</u> <u>DEB. BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract FY 93 revision #6 reflecting an increase in program funding.
State revision #5 did not impact any Health Department programs.

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

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

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ (19,241)Amount of Amendment \$ 34,174Total Amount of Agreement \$ 4,514,179

Amendment #1-(\$83,380), Amendment #2 (\$107,156), Amend #3- \$90,412, Amend #5, Na

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billi OdegaardPurchasing Director
 (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
 (Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 6/3/93

Date _____

Date C-10 83Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0600			Var.		Var		\$34,174	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

State of Oregon
Oregon Health Division
Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee	2) Issue Date	This Action
Name: Multnomah Co. Community Health	5/3/93	REVISION #6
Street: 426 S. W. Stark St.-7th Floor		
City: Portland	3) Award Period	
State: OR Zip Code: 97204	From 07/01/92 Through 06/30/93	

4) OHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Program				
State Support for Public Health		360,000	0	360,000
Family Planning		289,696	0	289,696 (d) (e)
Central Drug Purchasing		464,536	11,440	475,976 (f)
MCH		328,257	0	328,257 (a)
Perinatal		88,859	0	88,859 (a) (b)
Babies First		69,948	0	69,948 (a) (c)
WIC		1,266,521	0	1,266,521
Breastfeeding Promotion		12,730	0	12,730
WATER		5,613	0	5,613
TB-Case Management		43,648	0	43,648
STD/VD		174,931	0	174,931
AIDS - Minority Outreach		97,352	0	97,352

5) Remarks:

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

(a) Combined MCH / Perinatal / Babies First is \$	487,064	(f) ADMIN	78,975
(b) Perinatal must be at least \$88,859		DRUG RES	21,258
including perinatal outreach of \$10,528		DRUGS	375,743
(c) Babies First! must be at least \$63,836		TOTAL	475,976
(d) Includes community education/outreach of \$13,487			
and new teen/high risk services of \$26,975			
(e) Does not include Drug Account of \$60,204			

6) Capital Outlay Requested in This Action

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

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

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

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

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

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

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

Manager, Community Services

Manager, Fiscal Services

Administrator, Health Division

Date _____

7/2/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

TO BE COMPLETED BY THE GRANTEE:

Approved by:

MULTNOMAH COUNTY

Local Agency Name

By: _____

Authorized County or Agency Officer
and Title H.C. Miggins, Acting County Chair

Date June 17, 1993

REVIEWED:

LAURENCE KRESSEL, County Counsel
Multnomah County, Oregon

By: _____

Date: _____

State of Oregon
Oregon Health Division
Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee	2) Issue Date	This Action
Name: Multnomah Co. Community Health	5/3/93	REVISION #6
Street: 426 S. W. Stark St.-7th Floor		
City: Portland	3) Award Period	
State: OR Zip Code: 97204	From 07/01/92 Through 06/30/93	

4) OHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Program				
AIDS Surveillance		54,090	0	54,090
Seroprevalance		83,332	0	83,332
TB Outreach		64,505	0	64,505
Refugee Screening		119,785	0	119,785
Refugee TB		43,015	0	43,015
Perinatal Substance Abuse		253,551	20,000	273,551
HIV Care Consortia		124,497	2,734	127,231
School Based Clinic		51,000	0	51,000 (g)
HIV Prevention Block Grant Program		284,164	0	284,164 (h)
Seropositive Wellness		99,100	0	99,100
Childhood Lead Poisoning Prevention		90,412	0	90,412
Substance Abuse Survey		10,463	0	10,463
TOTAL		4,480,005	34,174	4,514,179

5) Remarks:

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

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

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

6) Capital Outlay Requested in This Action

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

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

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

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

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

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

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

Manager, Community Services

Manager, Fiscal Services

Administrator, Health Division

Date _____

7/2/93

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-15 DATE 6/17/93

DEB BOGSTAD

BOARD CLERK

TO BE COMPLETED BY THE GRANTEE:

Approved by:

MULTNOMAH COUNTY
Local Agency Name

By:

Authorized County or Agency Officer
and Title H.C. Miggins, Acting County
Chair

Date June 17, 1993

REVIEWED:

LAURENCE KRESSEL, County Counsel
Multnomah County, Oregon

By: _____

Date: _____

MEETING DATE: JUN 17 1993

AGENDA NO: C-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 17, 1993

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-departmental DIVISION: Chair's Office

CONTACT: Kathy Millard TELEPHONE #: 248-3308
BLDG/ROOM #: 101/1310

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

APPOINTMENT TO: Citizen Involvement Committee

Bruce Greene, new appointment, term expires 6/1/95, at-large
Dr. Jane Gordon, new appointment, term expires 6/1/95, at-large
Michael Dehner, new appointment, term expires 6/1/95, Dist. 1 position

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Hank Higgins

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:42
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

1cm **RECEIVED**

JUN 02 1993

June 1, 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Hank Miggins, Chair
FROM: Carol Ward *Carol*
Office of Citizen Involvement
RE: CIC Appointment

Please appoint Bruce Greene to the Citizen Involvement Committee for a term ending June 1, 1995. Bruce was recommended by the Democratic Central Committee of Multnomah County and will fill the CIC's "At Large" position. His interest form and letter of nomination are included.



MULTNOMAH COUNTY DEMOCRATIC CENTRAL COMMITTEE

711 SW Alder, Suite 306 • Portland, Oregon 97205 • (503)248-0826



February 25, 1993

Michael Schultz, Chair Mult. Co. CIC
2115 SE Morrison #215
Portland, OR 97214

Mr. Chair and Committee;

The Democratic Central Committee of Multnomah County wishes to recommend Bruce Greene to the Multnomah County Citizen Involvement Committee vacancy position for District 2. We feel he would be a valuable addition to your committee.

Bruce is currently House District 17 Democratic Party Leader, Chair of the newly formed CBAC for Social Services, was Chair of the November 1992 Citizen Convention Steering Committee, and is an active member of his community of North Portland, St. Johns area, advocating for increased public involvement in government.

Sincerely,

Fred Cash,
Chair, Multnomah County Democratic Central Committee

INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

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

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

NAME OF NOMINATING GROUP: ~~CCC~~

SECTION I

NAME: BRUCE GREENE HOME PHONE: 289-4153
ADDRESS: 9308 N Edison WORK PHONE: 800-926-8537
PORTLAND, OR 97203

Is your residence located in Multnomah County?

YES ☒ NO ☐

SECTION II

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

I WOULD LIKE TO CONTINUE PROMOTING
CITIZEN INVOLVEMENT IN MULT. CO., AND
PARTICIPATE IN KEEPING THE QUALITY OF
GOVERNMENT HIGH.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. GOVERNORS CWO DATE: 1991
2. CITIZENS CONVENTION ^{STEERING COMM.} DATE: 1992
3. SUPPORT SERVICES CBAC DATE: 1993

RESPONSIBILITIES: FACILITATOR, CHAIR

SECTION IV

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

MARINA ANTTILA 288-8970
FRED CASH 235-3181

SECTION V

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

NONE

SECTION VI

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

BIRTH DATE: Month 8 Day 21 Year 55 SEX: Female Male X

ETHNIC ORIGIN: Asian Black Hispanic

Native American ✓ White ✓

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

Signature: Bruce R. Lee Date: 1-26-93



Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

June 1, 1993

MEMORANDUM

TO: Hank Miggins, Chair
FROM: Carol Ward *Carol*
Office of Citizen Involvement
RE: CIC Appointment

Please appoint Dr. Jane Gordon to the Citizen Involvement Committee for a term ending June 1, 1995. Jane was recommended by the Oregon State Bar and will fill the CIC's "At Large" position. Jane's interest form and letter of nomination are included.



5200 S.W. Meadows Road, P.O. Box 1689, Lake Oswego, Oregon 97035-0889
(503) 620-0222 or WATS 1-800-452-8260, FAX: (503) 684-1366

March 1, 1993

Ms. Carol Ward
2115 SE Morrison, Room 215
Portland, OR 97214

Re: Multnomah County Citizen Involvement Committee

Dear Ms. Ward:

I have been asked to submit a letter on behalf of Dr. Jane Gordon.

Dr. Gordon was appointed by our Board of Governors to serve a three year term on the Multnomah County Local Professional Responsibility Committee. This volunteer disciplinary committee investigates complaints alleging unethical conduct by Oregon State Bar members. Dr. Gordon's service as a Public Member on this committee began in September, 1991, and she continues to actively participate in the work of this committee. Dr. Gordon has proven to be a valued contributor in the work she has undertaken on behalf of the Oregon State Bar.

If I can provide any further information regarding Dr. Gordon's voluntary Bar service, please feel free to contact me.

Sincerely,

Jeffrey D. Sapiro
Disciplinary Counsel
Ext. 319

JDS:bb

cc: Dr. Jane Gordon
910 SW Evans Street
Portland, OR 97219

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

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

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

NAME OF NOMINATING GROUP: (self) C.A. STEER DA

SECTION I

NAME: DR. JANE GORDON HOME PHONE: 245-5811
ADDRESS: 910 SW EVANS ST. WORK PHONE: _____
PORTLAND Zip Code 97219

Is your residence located in Multnomah County?

YES X NO _____

SECTION II

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

I believe that individuals have a responsibility to help shape public policy. Without such positive effort, one forfeits the right to complain -- the times ahead require creative thinking about solutions to problems that include multiple points of view, especially from the people who will be affected by the issues/policies/programs.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Multnomah Cty. Citizens Conv. DATE: 1992
(public member) 2. Oregon State Bar - Mult. Co. Ethics Committee (correc) DATE: 1991-1994
(public member) 3. State Advisory Council on Occupational Safety & Health DATE: 7/88-11/91
appt. by Gov. Goldschmidt

RESPONSIBILITIES: #1) delegate - on Health & Human Services subcommittee; 2) review complaints against attorneys, assist in investigations as assigned; 3) Chair (90-91) - review + advise Dept. of Ins. + Finance Director on issues related to workplace safety & health.

SECTION IV

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

Mayor Vera Katz 823-4120

Rep. Beverly Stein 378-8035 (Salem office)

SECTION V

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

SECTION VI

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

BIRTH DATE: Month _____ Day _____ Year _____ SEX: Female ☒ Male _____

ETHNIC ORIGIN: Asian _____ Black _____ Hispanic _____

Native American _____ White ☒ _____

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

Signature: Jane Gordon Date: 2-8-93



MULTNOMAH
COUNTY

Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

June 1, 1993

MEMORANDUM

TO: Hank Miggins, Chair

FROM: Carol Ward *Carol*
Office of Citizen Involvement

RE: CIC Appointment

Please appoint Michael Dehner to the Citizen Involvement Committee for a term ending June 1, 1995. Michael was recommended by the South Burlingame Neighborhood Association and will fill the CIC's "District 1" position. Michael's interest form and letter of nomination are included.

INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

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

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

NAME OF NOMINATING GROUP: South Burlingame Neighborhood Assoc.
Betty Hedberg
246-7611

SECTION I

NAME: Michael R. Dehner HOME PHONE: 246-4832
ADDRESS: 8005 SW 10th Avenue WORK PHONE: ~~226-1644~~
Portland, OR. 97219 231-7765

Is your residence located in Multnomah County?

YES X NO

SECTION II

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

I have long been interested in finding ways
to empower ordinary citizens to improve and
become more involved in the community.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. South Burlingame N.A. DATE: ≈ 4/92 →
2. Community Law Week DATE: 10/92 →
3. Cascade Aids Project (VLA) DATE: 1/93 →

RESPONSIBILITIES: I am on the SRNA Board of Directors, over-
seeing and responding to community activities and concerns; I
volunteer to organize and publicize Community Law Week, which
seeks to educate and provide free legal advice regarding the
legal rights of citizens; and I volunteer my time counseling
and advising persons with ARC, AIDS and HIV+.

SECTION IV

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

Robert Fishman, M.D./2638 SW 28th Dr./Portland, 97219/244-4058
Sally Goldwyn/3382 SE 20th Ave/Portland, 97202/230-9010

SECTION V

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

It is foreseeable that I will, on occasion, be
suing state, county or municipal governments. I do not
view this as a prohibitive problem, however.

SECTION VI

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

BIRTH DATE: Month Day Year SEX: Female Male

ETHNIC ORIGIN: Asian Black Hispanic

Native American White

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

Signature: Michael W. Date: 2/1/93

MEETING DATE: JUN 17 1993

AGENDA NO: C-17

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 17, 1993

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-departmental

DIVISION: Chair's Office

CONTACT: Kathy Millard

TELEPHONE #: 248-3308

BLDG/ROOM #: 101/1310

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

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

APPOINTMENTS TO: Investment Advisory Board

Richard R. Harris, re-appointment, term expires 5/96

Judy Homer, new appointment, term expires 5/96

George Scherzer, re-appointment, term expires 5/96

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

Hank Higgins

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

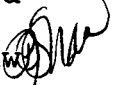
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:42
MULTI-JAH COUNTY
OREGON

MEMORANDUM

TO: Kathy Millard
FROM: Patricia Shaw 
DATE: June 8, 1993
RE: Investment Advisory Board Appointments

The three positions on the Investment Advisory Board have now expired (May, 1993). Two members have shown interest in being re-appointed, they are Richard R. Harris, a local Certified Public Accountant and George Scherzer, a local investment broker. Rebecca Marshall Chao, the third current member has asked to be replaced. Judy Homer, Debt Manager for the City of Gresham has volunteered to replace Rebecca. Judy has much municipal cash management and investment experience and would be a fine compliment to the other members.

I recommend that Richard and George be re-appointed and Judy be appointed to the Investment Advisory Board, terms to expire May, 1996.

Thank you for your assistance in placing this on the Board agenda.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name

RICHARD W. HARRIS

Address

5932 NE 29th

City

Portland

State

OR

Zip

97211

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

Home Phone

281-7622

C. Current Employer

SELF-EMPLOYED (1987-Present)

Address

825 NE MULTNOMAH, SUITE 1005

City

PORTLAND

State

OR

Zip

97232

Your Job Title

OWNER

Work Phone

233-5417

(Ext)

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

D. Previous Employers

Dates

Job Title

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. FIFTH, ROOM 1410

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

Name of Organization	Dates	Responsibilities
CASA		Board Member
YMCA		Board Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Central Washington University		B.S. Accounting

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

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

I. Affirmative Action Information

M AFRICAN AMERICAN
sex / racial ethnic background

birth date: Month 7 Day 28 Year _____

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

Signature Richard R. Harris Date 6/2/93

lom
6/83



JUN 3 REC'D

MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah County, Oregon Investment Advisory Board

- B. Name Judy Homer

Address 23750 N.E. Shamrock Dr.,

City Troutdale State Oregon Zip 97060

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

Home Phone 665-8612

- C. Current Employer City of Gresham

Address 501 N.E. Hood Ave., Suite 100

City Gresham State Oregon Zip 97030

Your Job Title Budget Analyst II

Work Phone 669-2371

(Ext) -

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

- D. Previous Employers _____ Dates _____ Job Title _____

Employed by the City of Gresham since 1975

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

CONTACT: KATHY MILLARD

1120 S.W. FIFTH, ROOM 1410

PORTLAND, OREGON 97204

(503) 248-3308

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

Name of Organization	Dates	Responsibilities
None		

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
None		

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

Rebecca Chao, RFA, 733 S.W. Vista Ave., Portland, OR 97206 227-2009

Courtney Wilton, City of Gresham, 501 N.E. Hood Ave., Gresham, OR 97030 669-2362

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

None

I. Affirmative Action Information

F Caucasian
sex / racial ethnic background

birth date: Month 6 Day 1 Year 41

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

Signature *Judy D. Somer* Date 6-2-93

lom
6/83



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

INVESTMENT ADVISORY BOARD

- B. Name LEO. W. SCHERZEN

Address 5001 S.W. HUMPHREY BLVD.

City PORTLAND State OR. Zip 97221

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

Home Phone 297-1371

- C. Current Employer SMITH BARNEY,

Address 200 S.W. MARKET ST. #1900

City PORTLAND State OR. Zip 97201

Your Job Title V.P. INVESTMENTS

Work Phone 221-7040 (Ext) _____

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

- | D. Previous Employers | Dates | Job Title |
|-----------------------|----------------|--------------------|
| <u>BLACK CO.</u> | <u>1979-89</u> | <u>STOCKBROKER</u> |
| <u>SOMERS, GROVE</u> | <u>1976-79</u> | <u>"</u> |

CONTACT: KATHY MILLARD

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1120 S.W. FIFTH, ROOM 1410
PORTLAND, OREGON 97204
(503) 248-3308

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

Name of Organization	Dates	Responsibilities
OREGON SCHOOL OF ARTS / CRAFTS		TRUSTEE
OREGON CLUB OF PORTLAND		VICE-PRESIDENT
CORPORATE ASSOCIATES	PSU	BUSINESS SCHOOL

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
UNIV. OF OREGON	1970-74	B.S. FINANCE
PORTLAND STATE UNIV.	1976-80	MBA

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

MIKE CAVANAGH (LABOR ADMINISTRATOR 224.0048)
MONTE JOHNSON (QUEST MGMT 221.0158)

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

NONE - SMITH BARNEY DOES NOT
CONDUCT BUSINESS WITH
MULTNOMAH COUNTY

I. Affirmative Action Information

M / WHITE
sex / racial ethnic background

birth date: Month 2 Day 20 Year 52

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

Signature Leo H. Scherzup Date 4.14.93

Meeting Date: JUN 17 1993

Agenda No.: C-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Renewal of Intergovernmental Agreement with Regional Organized Crime/Narcotics (R.O.C.N.)

BCC Informal 6/15
(date)

BCC Formal 6/17
(date)

DEPARTMENT Management Support Services DIVISION Employee Services Division

CONTACT Merrie Ziady

TELEPHONE 248-3477

PERSON(S) MAKING PRESENTATION Merrie Ziady, Employee Benefits Administrator

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 - 10 minutes

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

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

Renewal of the agreement to provide civilian employees of Regional Organized Crime/Narcotics (R.O.C.N.) the opportunity to continue participation in the County's self-insured group health plan for the 1993-94 plan year. R.O.C.N. will pay Multnomah County the group premium equivalent cost plus a 2 percent administrative charge for each enrolled employee.

The group rates for 1993-94 will be effective July 1, 1993.

6/22/93 Original to Merrie Ziady

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Clark Miggins

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN - 1 PM 4:11
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500782Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS Ratified June 18, 1993 AGENDA # <u>C-18</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Management Support Svcs. Division Employee Services Date 5/26/93Contract Originator Merrie A. Ziady Phone 248-3477 Bldg/Room 106/1430Administrative Contact Merrie A. Ziady Phone 248-3477 Bldg/Room 106/1430
 Description of Contract To provide civilian employees of Regional Organized Crime
Narcotics (ROCN) the opportunity to continue participation in the County's
self-insured group health plan for FY 1993-94, subject to premium contribution.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Regional Organized Crime Narcotics (ROCN)
 Mailing Address 2115 SE Morrison, Room 225
Portland, OR 97214
Phone (503) 248-3289

Employer ID# or SS# _____

Effective Date July 1, 1993Termination Date June 30, 1994*Original Contract Amount \$ group rates + 2% adm. charge

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

*Renewable on an annual basis.

REQUIRED SIGNATURES:

Department Manager David HigginsPurchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

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

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 5/28/93

Date _____

Date 5/28/93Date June 17, 1993

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

Amendment to Intergovernmental Agreement
Contract #500782

This amendment, made and entered into as of the first day of July 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "County", and the Regional Organized Crime Narcotics Agency, hereinafter referred to as "R.O.C.N.",

WITNESSETH:

WHEREAS, R.O.C.N., a not-for-profit ORS 190 organization, comprised of eight local law enforcement jurisdictions including Multnomah County, has up to four "civilian employees" who receive compensation and benefits directly from R.O.C.N.; and

WHEREAS, due to the small number of civilian employees, medical and dental benefits for these employees are costly and limited in plan design; and

WHEREAS, the County is able and prepared to allow these civilian employees to be eligible for the Multnomah county self-insured group medical and/or dental plan(s) available to Exempt Employees under Ordinance #740; and

WHEREAS, the cost and design advantages of the large group medial/dental plan(s) would be passed on to R.O.C.N.; and

WHEREAS, on July 1, 1992, the County and R.O.C.N. entered into an Intergovernmental Agreement, Contract #500782, and the parties wish to amend certain provisions of that agreement; and

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

I. Term

The term of Contract #500782 is extended to and including June 30, 1994.

II. Consideration

- C. The fee for plan participation is 102 percent of Multnomah County group rates for the self-insured medical and/or dental plans. For Fiscal Year 1993-94, the rates are as follows:

	ODS Medical	ODS Dental
1-Party	\$153	\$25.50
2-Party	\$306	\$49.98
Family	\$420.24	\$67.32

Rates are subject to adjustment if and when they are adjusted for County participants.

All other terms and conditions of Contract #500782 remain in full force and effect.

REGIONAL ORGANIZED CRIMES
NARCOTICS (R.O.C.N.)

Charles Fessler, Director
Date Signed: _____

MULTNOMAH COUNTY, OREGON

Hank Miggins, Acting Chair
Board of County Commissioners
Date Signed: 6/17/93

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____

County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-18 DATE 6/17/93

DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda No.: C-19

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Program Initiated Peace Officer Hold Designees

BCC Informal (date) BCC Formal (date)

DEPARTMENT Social Services DIVISION MHYFSD

CONTACT Lynn Meyo TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 Minutes

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

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

Routine Request

No Budget Impact

See Attached Memo

6/18/93 copy to Gary Smith

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER Gary Paluso/DB

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -8 AM 10:46
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH & FAMILY SERVICES DIVISION
MENTAL AND EMOTIONAL DISABILITIES PROGRAM
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 FAX (503) 248-3379

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Hank Miggins, Acting Multnomah County Chair

FROM: Gary W. Smith, Director *WBS*
Mental Health, Youth and Family Services Division

VIA: Gary Nakao, Director *Gary Nakao/DB*
Department of Social Services

DATE: May 21, 1993

SUBJECT: Ratification of Community Mental Health Program Director Designees
for Program Initiated Peace Officer Holds

Recommendation: That the Board of County Commissioners ratify the changes in the list of designees for program initiated peace officer holds (mental health holds).

Analysis: Due to a new outreach program developed by Mental Health Services West, Project Respond, there is an immediate need to have staff designated to place program initiated peace officer holds. Also, since staff designation is specific to each agency, there is a need to ratify the involuntary investigators who have transferred to the County, as well as one new investigator in the County office.

Background: In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place program initiated peace officer holds. ORS 426.215 enables a designee of the Community Mental Health Program Director (here, the Director of the MHYFSD) to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

The use of the mental health hold is progressing well. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

In the 1991-92 fiscal year, there were 54 of these holds placed. We are continuing to closely monitor the use of this hold to see if it changes as a result of the centralization of the Involuntary Commitment Program.

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)
of the Mental Health Program Director)
to Direct a Peace Officer) Resolution
to Take an Allegedly Mentally Ill Person) 93-223
into Custody)

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees is:

Jean Harrison, MHSW
Joel Dodson, MHSW
Barbara Bonnerlin, MED

Previously appointed designees who have transferred to the MED Program Office are:

Daniel Coker
Regina Feliciano
Shawin Khan

Linden Loren
Manny Mike
Greg Monaco

Robert Skall
Larry Smith
Bill Toomey

DATED this 17th of June, 1993



BOARD OF COUNTY COMMISSIONERS

By Hank Miggin
Hank Miggin
Acting Chair, Board of Commissioners

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By H.H. Lazenby
H.H. Lazenby
Assistant County Counsel

Meeting Date: JUN 17 1993

Agenda Date: C-20

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: FY 92/93 State Senior/Disabled Services Division

Revenue Contract Amendment
BCC Formal: June 17, 1993

BCC Informal: _____
Date _____

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Kathy Gillette/Caroline Sullivan

TELEPHONE: 248-3620

PERSON(S) MAKING PRESENTATION: Gary Nakao/Jim McConnell

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Aging Services Division requests approval of the attached Amendment #3 to the FY 1992/93 revenue contract #AAA-FY93-10330-1 with the State Senior Services Division.

The amendments to this agreement are necessary because of changes in State allocations or decisions to carry federal funds over into the FY93/94 budget. The total revenue from all sources in this agreement is an increase of \$149,145, to a new total of \$10,270,592.

Revenues from this agreement are from Oregon Project Independence, the federal Older Americans Act and other federal sources to provide planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship and other services to benefit older residents of Multnomah County.

Necessary County budget amendments were addressed in five (5) Budget modifications adopted on May 13, 1993.

6/22/93 originals to Caroline Sullivan

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Jim Nakao*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN 10 PM 2:23

bcc



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

AGING SERVICES DIVISION

AREA AGENCY ON AGING

421 S.W. 5TH, 3RD FLOOR

PORTLAND, OREGON 97204

SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620

TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY • CHAIR OF THE BOARD

DAN SALTZMAN • DISTRICT 1 COMMISSIONER

GARY HANSEN • DISTRICT 2 COMMISSIONER

TANYA COLLIER • DISTRICT 3 COMMISSIONER

SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H.C. Miggins, Acting Chair
Board of County Commissioners

VIA: Gary Nakao, Director
Department of Social Services

FROM: Jim McConnell, Director
Aging Services Division *JM, by leg*

SUBJECT: Amendment #3 of FY92/93 Revenue Contract #AAA-FY93-10330-1 with
State Senior and Disabled Services Division

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached Amendment #3 to the revenue contract #AAA-FY93-10220-1 with the State Senior and Disabled Services Division, for the period July 1, 1992 through June 30, 1993.

Analysis: This amendment increases total revenues through this contract in the amount of \$149,145, to a new total of \$10,270,592 for FY92/93.

Specific changes are:

- State General Funds and federal Older Americans Act funds for FY92/93 are decreased in the amount of \$124,082 because of changes in State allocations or decisions to carry over funds to the FY93/94 budget
- Multnomah County is eligible for an additional \$273,227 from Title XIX of the Social Security Act.

Background: This amendment is for the year two budget (FY92/93) of a four-year plan of action (covering the period July 1, 1991-June 30, 1995). Necessary changes to the FY92/93 County Budget were made through five (5) Budget modifications adopted by the Board of County Commissioners on May 13, 1993.

tlssd931

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103512Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-20</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department DSS Division ASD Date _____Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Amends State revenue contract #AAA-FY93-10330-1 with Senior/Disabled Services Division because of changes in State allocations. Provides funding for Aging Services Division administration, Long Term Care, and contracted community services. Covers Year 2 of 4yr plan for Aging Svcs.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Senior and Disabled Services Division _____Mailing Address 500 Summer Street NESalem OR 97310-1015Phone (503) 378-4728Employer ID# or SS# NAEffective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$ 10,121,447

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 149,145Total Amount of Agreement \$ 10,270,592Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☒Date June 13

Date _____

Date 6-10-93Date June 17, 1993

Date _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____

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.			SEE ATTACHED								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

CONTRACT APPROVAL FORM SUPPLEMENT
 ASD COMMUNITY SERVICES PROGRAM
 CONTRACTOR: AREA PLAN FY92/93
 CONTRACT#: MOD #:

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS	DESCRIP	ORIGINAL AMOUNT	MOD 1 5/26/93	MOD 2	MOD 3	FINAL AMOUNT
	156	010	1700	2399	ALZ		24,513	(968)			23,545
	156	010	1700	2064	IIIB		797,139	(63,939)			733,200
	156	010	1700	2065	IIIC-1		435,309	(9,835)			425,474
	156	010	1700	2066	IIIC-2		542,122	0			542,122
	156	010	1700	2063	IIID		16,524	(16,524)			0
	156	010	1700	2212	IIIG		7,658	0			7,658
	156	010	1700	2387	OPI		1,079,056	(32,816)			1,046,240
	156	010	1700	2609	TITLE XIX		7,219,126	273,227			7,492,353
TOTAL							10,121,447	149,145	0	0	10,270,592

ORIGINAL

103512
Oregon

DEPARTMENT OF
HUMAN RESOURCES

Human Resources Building

SENIOR AND
DISABLED SERVICES
DIVISION

SDSD Contract #AAA-FY93-10330-1

AMENDMENT OF AGREEMENT

This agreement between State of Oregon, Department of Human Resources, Senior Services Division, hereinafter referred to as DIVISION, and

Multnomah County, Aging Services Division
421 SW Fifth, Third Floor--B161
Portland, OR 97204

hereinafter referred to as AAA, is amended as described on this and any following pages.

I. PURPOSES

This amendment incorporates the service changes and budget changes to Older Americans Act, Oregon Project Independence and other funding sources as submitted by the AAA as Amendment #1 to this contract. The federal and state budget changes result from final allocations issued by Action Request 93-1 and 93-3.

II. CONSIDERATION

DIVISION agrees to pay AAA sums not to exceed the amounts by funding source as shown on Attachment 1 and Attachment 2 to this contract amendment.

III. STATEMENT OF WORK

Subject to the provision of this agreement, AAA will provide all services in the manner specified in the Area Plan, Section III-D, including any amendments to those services.

IV. DESIGNATION OF LIAISON

The liaisons designated in the previous contract agreement remain the same.

V. SPECIAL CONTRACT CONDITIONS (ONLY if required)

VI. OTHER TERMS AND CONDITIONS

All other terms and conditions remain as originally agreed upon.



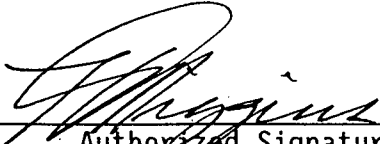
Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1015
Voice/TDD-(503) 378-4728
Toll Free - 1-800-282-8096
FAX - (503) 373-7823

VI. SIGNATURES

AGREED:

Area Agency on Aging

By 
Authorized Signature

Title Acting Multnomah Co. Chair

Date June 17, 1993

AGREED:

Senior and Disabled Services
Division

By _____
Administrator/Delegate

Date _____

REVIEWED BY:

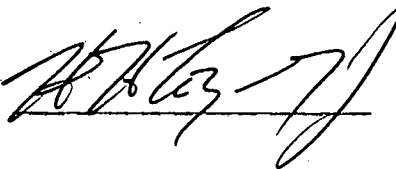
SDSD Program Assistance Manager

By 

Date June 4, 1993

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  6-16-93
Date

ATTACHMENT 1 - Funding Matrix
ATTACHMENT 2 - Budget

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-20 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Copies to: Financial Management Unit
Program Assistance
Contracts

* June 4, 1993 *

Multnomah County
421 S.W. Fifth
Portland, OR 97204

AREA PLAN FUNDING AND CONTRACT MATRIX

	Type B Funds	PART B	PART C-1	PART C-2	PART D	PART F	PART G	VII-B	Other State Funds	Oregon Project Independence		TOTAL FUNDS
		Social Services	Congregate Meals	Home Del Meals	In- Home Services	Preventive Health	Elder Abuse Prevention	Elder Abuse		60 Plus	Under 60	
FY 1993 Allocation	7,389,211	586,646	822,488	203,483	15,179	68,413	1,879	4,161		1,017,489	23,545	10,132,494
Carryover Amount	165,292	109,941	28,642	0	3,619	0	8,072	0		28,751	21,216	365,533
Transfers	0	87,017	(425,656)	338,639	0	0	0	0		0	0	0
Total Funds Available	7,554,503	783,604	425,474	542,122	18,798	68,413	9,951	4,161		1,046,240	44,761	10,498,027
Previous Total Contract	7,219,126	797,139	435,309	542,122	16,524	0	7,658	0		1,079,056	24,513	10,121,447
SSD Funds This Cont Amendment	273,227	(63,939)	(9,835)	0	(16,524)	0	0	0		(32,816)	(968)	149,145
New Total Contract	7,492,353	733,200	425,474	542,122	0	0	7,658	0		1,046,240	23,545	10,270,592
Balance Available	62,150	50,404	0	0	18,798	68,413	2,293	4,161		0	21,216	227,435

Attachment #2, Contract AAA-FY93-10330-1

State of Oregon
Department of Human Resources
Aging Services Division
District 2 Multnomah

FY 92-93
ALL CONTRACTORS

F-1 Budget Objectives
Fiscal Year 1993

Contract #

Date 04/20/93

A		CASH RESOURCES														IN-KIND RESOURCES				BUDGET OBJECTIVES					
Mat. Num (1)	Service Categories (2)	XIX/SSBG (3)	III-B (4)	III-C1 (5)	III-C2 (6)	III-D (7)	III-G (8)	OPI (9)	OPI ALZ/IFMERS (10)	PI (11)	Match (12)	USDA (13)	COUNTY (14)	CITY (15)	Other (16)	Sub-Total Other (17)	Sub-Total (17)	Match (18)	Other (19)	Grand Total (20)	Units of Service (21)	Cost per Unit (22)	No. of Pers. Served (23)	Cost per Case (24)	ASD Price/Unit (25)
1	ASD Admin	1,253,362	91,308	73,882	0	0	0	96,101	0	0	55,173	0	1,241,046	0	0	1,241,046	2,810,872	0	0	2,810,872	0	NA	0	NA	NA
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA
1a	Alz Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA
2	ASD Services	35,607	50,082	13,664	0	0	0	0	0	0	7,089	0	40,631	0	0	47,720	147,073	0	0	147,073	0	NA	0	NA	NA
7	ASD Case Mgmt	5,423,591	0	0	0	0	0	0	0	0	0	0	0	0	11,400	5,434,991	0	0	5,434,991	0	NA	0	NA	NA	
10	Training	0	1,137	0	0	0	7,658	0	0	0	2,938	0	647	0	0	3,585	12,380	0	0	12,380	0	NA	0	NA	NA
11	Outreach	18,444	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,444	0	0	18,444	0	NA	0	NA	NA
0	Subtotal/ASD	6,731,004	142,527	87,546	0	0	7,658	96,101	0	0	65,200	0	1,282,325	0	11,400	1,303,751	8,423,760	0	0	8,423,760	NA	NA	NA	NA	NA
12	Info/Referral	66,766	54,766	3,830	0	0	0	0	0	0	0	0	8,809	117,192	8,207	134,208	259,570	0	6,911	266,481	50,238	5.30	43,178	6.17	5.00
12a	Translation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA
13	Outreach	0	56,638	0	0	0	0	0	0	3,341	0	0	14,035	0	2,070	16,105	76,084	0	6,236	82,320	1,584	51.97	NA	NA	46.73
13a,b	Gatekeep/24 Acc	19,279	18,973	3,795	0	0	0	0	0	0	0	0	28,487	0	3,500	31,987	74,034	0	0	74,034	1,435	51.59	0	NA	49.15
17	Transportation	0	144,725	0	0	0	0	0	0	6,587	0	0	72,766	0	343,358	416,124	567,436	0	1,235	568,671	102,025	5.57	1,382	411.48	2.20
0	Subtotal/Access	86,045	275,102	7,625	0	0	0	0	0	9,928	0	0	124,097	117,192	357,135	598,424	977,124	0	14,382	991,506	NA	NA	NA	NA	NA
20	Guardian/Cons	243,162	0	0	0	0	0	0	0	0	0	0	45,459	0	38,100	83,559	326,721	0	0	326,721	180	1,815.12	0	NA	NA
21	Legal Assist	0	36,492	0	0	0	0	0	0	4	0	0	15,830	0	109,937	125,767	162,263	0	49,795	212,058	2,102	100.88	1,114	190.36	24.89
0	Subtotal/Legal	243,162	36,492	0	0	0	0	0	0	4	0	0	61,289	0	148,037	209,326	488,984	0	49,795	538,779	NA	NA	NA	NA	NA
22	Congregate Meal	0	0	330,303	0	0	0	0	0	216,722	0	221,657	0	0	70,145	0	838,827	0	189,168	1,027,995	202,513	5.08	3,460	297.11	3.80
22a	USDA Cushman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	Sr Ctr Operation	0	0	0	0	0	0	0	0	0	0	0	66,259	110,934	79,863	0	257,056	0	22,888	279,944	96	2,916.08	NA	NA	1,845.76
24	Counseling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32	Money Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	Volunteer Svcs	0	20,230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	Mental Health	103,000	0	0	0	0	0	0	0	0	0	0	0	0	0	20,230	6,000	0	26,230	6,071	4.32	0	NA	0	3.33
34a	M.H. Spec. Proj.	0	0	0	0	0	0	0	0	0	0	0	74,000	0	0	177,000	3,480	0	177,000	3,480	50.86	104	1,701.92	50.86	
37	Ctr. Renovation	0	0	0	0	0	0	0	0	0	0	0	5,086	0	0	5,086	0	0	5,086	0	0	0	0	0	0
37a	Indigent Burial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	Subtotal/Comm.	103,000	20,230	330,303	0	0	0	0	0	216,722	0	221,657	145,345	110,934	150,008	0	1,298,199	6,000	212,056	1,516,255	NA	NA	NA	NA	NA
41	HomeDel.Meals	0	0	542,122	0	0	0	0	0	305,722	0	170,372	0	0	0	0	1,018,216	0	291,268	1,309,484	300,162	4.36	3,650	358.76	3.39
41a	XIX H.O.Meals	0	0	0	0	0	0	0	0	0	0	41,946	0	0	208,765	0	250,711	0	71,711	322,422	73,901	4.36	300	1,074.74	0.57
42	Companionship	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
44	Home Care	0	0	0	0	0	0	399,898	0	20,100	0	0	0	0	0	0	419,998	0	0	419,998	42,888	9.79	312	1,346.15	9.79
46	Personal Care	0	0	0	0	0	0	272,916	0	19,356	0	0	0	0	0	0	242,272	0	0	242,272	17,535	13.82	124	1,953.81	13.82
46a	Alz Personal Care	0	0	0	0	0	0	0	1,040	0	0	0	0	0	0	0	1,040	0	0	1,040	173	6.01	7	148.57	6.01
48	Chore	0	0	0	0	0	0	3,985	0	50	0	0	0	0	0	0	4,035	0	0	4,035	316	12.79	42	96.07	12.79
51	Case Mgmt	0	258,849	0	0	0	0	0	0	1,256	163,544	0	220,061	104,288	29,381	0	777,379	3,000	780,379	34,250	22.78	3,362	232.12	21.84	
51	OPI Case Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
51a	Private Case Mgmt	0	0	0	0	0	0	275,934	10,400	0	0	0	0	0	13,106	0	299,440	0	1,747	301,187	10,356	29.08	596	505.35	27.65
60	Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60a	Alz Day Care	0	0	0	0	0	0	16,000	0	1,645	0	0	0	0	12,311	0	29,956	0	603	30,559	843	36.25	17	1,797.59	20.93
61	Respite Care	0	0	0	0	0	0	0	8,465	0	0	0	0	0	0	8,465	0	0	8,465	530	15.97	7	1,209.29	15.97	
61a	Alz Respite	0	0	0	0	0	0	22,056	0	3,006	0	0	0	0	8,914	0	33,976	0	6,751	40,727	3,480	11.70	32	1,272.72	7.20
0	Subtotal/Inhome	0	258,849	0	542,122	0	0	940,789	23,545	351,495	163,544	212,318	220,061	104,288	273,557	0	3,090,568	0	375,895	3,466,463	NA	NA	NA	NA	NA
63	AFH Licensing	329,142	0	0	0	0	0	0	0	0	0	0	66,090	0	72,430	138,520	467,662	0	0	467,662	550	850.29	0	NA	718.60
63a	Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63b	Alz Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63a	Misc Med	0	0	0	0	0	0	9,350	0	0	0	0	0	0	0	0	9,350	0	0	9,350	94	99.47	73	128.08	99.47
0	Subtotal/AFH	329,142	0	0	0	0	0	9,350	0	0	0	0	66,090	0	72,430	138,520	477,012	0	0	477,012	NA	NA	NA	NA	NA
Page/Grand Total		7,492,353	733,200	425,474	542,122	0	7,658	1,046,240	23,545	578,149	228,744	433,975	1,899,207	332,414	1,012,567	2,250,021	14,755,647	6,000	652,128	15,413,775	NA	NA	NA	NA	NA

Meeting Date: JUN 17 1993

Agenda No: C-21

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

AGENDA PLACEMENT FORM

Subject: FY93/94 revenue contract with State Senior/Disabled Services Division

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 17, 1993
Amount of time: 5 minutes

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette

TELEPHONE: 248-3620

BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Gary Nakao/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Aging Services Division requests approval of the attached revenue contract #AAA-FY94-10330-0 with the State Senior and Disabled Services Division for the period July 1, 1993 through June 30, 1994.

The purpose of this agreement is to continue the services for elderly residents provided through the four-year area plan for aging services in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship and other services which benefit older residents of Multnomah County. Fiscal Year 1993-94 is year three of the four-year plan.

Total revenues from this agreement are in the amount of \$9,935,570. Revenue sources include Oregon Project Independence, the Older Americans Act and other federal sources. The budget and technical amendments already submitted by the Aging Services Division for FY93/94 include the revenues contained in this agreement.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao/JB

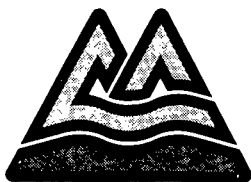
6/22/93 originals to Caroline Sullivan

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63
BCCSDSD.94

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN 10 PM 2:24
6/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

AGING SERVICES DIVISION

AREA AGENCY ON AGING

421 S.W. 5TH, 3RD FLOOR

PORTLAND, OREGON 97204

SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620

TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY • CHAIR OF THE BOARD

DAN SALTZMAN • DISTRICT 1 COMMISSIONER

GARY HANSEN • DISTRICT 2 COMMISSIONER

TANYA COLLIER • DISTRICT 3 COMMISSIONER

SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H.C. Miggins, Acting Chair
Board of County Commissioners

VIA: Gary Nakao, Director *G. Nakao / OB*
Department of Social Services

FROM: Jim McConnell, Director *gm, by kg*
Aging Services Division

DATE: June 9, 1993

SUBJECT: FY93/94 Revenue Contract #AAA-FY94-10330-0 with State Senior and
Disabled Services Division

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached revenue contract #AAA-FY94-10330-0 with the State Senior and Disabled Services Division, for the period July 1, 1993 through June 30, 1994.

Analysis: This contract provides funds in the amount of \$9,935,570 to continue services for elderly residents in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit older residents of Multnomah County. Fiscal Year 1993-1994 is year three of a four year plan of action.

Revenues are from multiple sources, including State Oregon Project Independence (OPI), the federal Older Americans Act of 1965, as amended, and federal Title XIX of the Social Securities Act.

Background: These revenues are already included in the County budget for FY93/94. No budget action is required.

tlssd94

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102284Amendment # ---

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-21</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Social Services Division ASD Date 6-9-93Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract State revenue contract with Senior/Disabled Services Division providing funding for Aging Services Division administration, Long Term Care, and contracted community services. Covers Year 3 of 4 year plan for Aging Services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Senior and Disabled Services Division _____Mailing Address 500 Summer St NESalem OR 97310-1015Phone (503) 378-4728Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 9,935,570**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☒Date 9 June 93

Date _____

Date 6-9-93Date June 17, 1993

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

CONTRACT APPROVAL FORM SUPPLEMENT

ASD COMMUNITY SERVICES PROGRAM

CONTRACTOR: SDSD REVENUE CONTRACT

CONTRACT#: MOD #: DATE: 6/15/92

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS	DESCRIP	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
1	156	010	1700	2063	IIID		\$36,043				\$36,043
2	156	010	1700	2064	IIIB		786,215				786,215
3	156	010	1700	2065	III-C-1		409,076				409,076
4	156	010	1700	2066	III-C-2		493,891				493,891
5	156	010	1700	2212	III-G		722				722
6	156	010	1700	2387	OPI		754,552				754,552
7	156	010	1700	2399	OPI-A		17,602				17,602
8	156	010	1700	2609	TITLE XIX		7,437,469				7,437,469
TOTAL							\$9,935,570				\$9,935,570

ORIGINAL

102DS4
Oregon

SDSD Contract #AAA-FY94-10330-0

DEPARTMENT OF

HUMAN RESOURCES

Human Resources Building

SENIOR AND
DISABLED SERVICES
DIVISION

CONTRACT FOR SERVICES

This contract is between the State of Oregon acting by and through its Department of Human Resources, Senior and Disabled Services Division, hereinafter called "Division", and

Aging Services Division, Multnomah County
421 SW Fifth
Portland, OR 97204

A Type B Area Agency on Aging, hereinafter referred to as "AGENCY".

I. PURPOSE

The purpose of this contract is the continuation of a cooperative effort between the DIVISION and the AGENCY for the provision of services to senior and disabled individuals in the State of Oregon. This effort is in accordance with ORS Chapter 410 for the purpose of approving and implementing an area plan for these services. Fiscal Year 1994 constitutes year three of a four-year area plan, originally approved and implemented in Fiscal Year 1992. By this reference, the area plan is made a part of this contract.

II. TERM

This contract is for the period July 1, 1993 through June 30, 1994, or when signed by all parties, whichever date is later.

III. STATEMENT OF WORK

Under this contract, AAA will conduct activities and provide services as indicated in the area plan.

These activities and services will be provided as described in the following:

1. PART 1, SIGNATORS AND MATRIXES OF SERVICE OBJECTIVES AND RESOURCES AND FUNDING AND CONTRACT AMOUNTS;
2. PART 2, AREA AGENCY PLAN;
3. PART 3, GENERAL PROVISIONS; and,
4. PART 4, SPECIAL ASSURANCES

IV. CONSIDERATION



Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1015
Voice/TDD-(503) 378-4721
Toll Free - 1-800-282-8096
FAX - (503) 373-7823

DIVISION agrees to pay AGENCY an amount not to exceed \$9,935.570, for the period July 1, 1993 through June 30, 1994, as detailed on the attached Matrices for accomplishment of the work as described in Part 2, Area Agency Plan.

V. DESIGNATION OF LIAISON

DIVISION and AGENCY intend to administer this contract through the following designated liaisons:

DIVISION: Assistant Administrator for Program Assistance
313 Public Service Building
Salem, OR 97310

AGENCY: Area Agency on Aging Director

Any official notice regarding this contract must be made in writing and mailed by certified mail. Such notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the address above or such other address as may be specified by written notice to the DIVISION.

VI. SPECIAL CONDITIONS

1. The Division certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within the Division's appropriation or limitation or other expenditure authority to make payments as required under this contract. Contractor understands and agrees that Division's payment of amounts under this contract attributable to work performed after June 30, 1993 is contingent on Division receiving from the Oregon Legislative Assembly sufficient appropriations, limitations or other expenditure authority to make payments as required under this contract. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, Division may terminate this contract, effective upon the delivery of written notice to contractor with no further liability to Contractor.
2. The AGENCY agrees to contribute up to \$945,000 local matching funds before June 30, 1994 to be used by the Division to meet federal matching requirements in Title XIX Administration. If the AGENCY is incapable of donating the amount specified above, the Division shall reduce the AGENCIES allocation accordingly.
3. By September 30, 1993, AGENCY must perform the following:

Submit a revised budget, E-1, which:

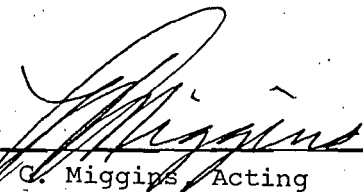
- a. reduces the percent of Older Americans Act Administration to that allowed by federal requirements;
- b. indicates no Title XIX Administration for services;
- c. shows columns which mathematically add;
- d. indicates "ASD Services" as either Advocacy or a service which has a definition which is acceptable to DIVISION;
- e. shows expenditures planned in Title III-F and VII-B by September 30, 1993;
- f. reflects expected use of Client Employed OPI and revise Day Care and Respite OPI to reflect expected units of service and persons served;
- e. reflects units of service in Home Delivered Meals, and all other services to relate to units actually provided.

Explain planned expenditures and services in Legal Services Program and reconcile the apparent difference between the E-1 and E-2 for Legal Services to meet DIVISION standards.

VII. SIGNATURES

AGENCY

MULTNOMAH COUNTY

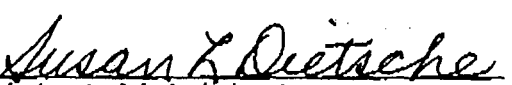
By  6/17/93
H. G. Miggins, Acting Date
Multnomah County Chair

DIVISION

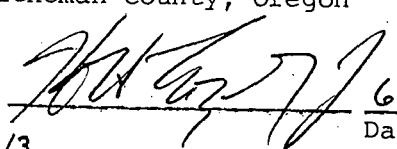
State of Oregon, by and
through its Department of
Human Resources, Senior and
Disabled Services Division

By _____ Date
Administrator/Designee

VIII. REVIEWED:

By  6/9/93
Assistant Administrator Date
Program Assistance

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  6.10.93
Date

10512/dh/3
06-24-91

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-21 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

* June 9, 1993 *

Multnomah County
421 S.W. Fifth
Portland, OR 97204

AREA PLAN FUNDING AND CONTRACT MATRIX

	Type B Funds	PART B	PART C-1	PART C-2	PART D	PART F	PART G	VII-B	Other State Funds	Oregon Project Independence		TOTAL FUNDS
		Social Services	Congregate Meals	Home Del Meals	In- Home Services	Preventive Health	Elder Abuse Prevention	Elder Abuse		60 Plus	Under 60	
FY 1993 Allocation	7,437,469	585,039	819,844	203,429	15,270	39,475	0	7,377		754,552	17,602	9,880,057
Carryover Amount	0	82,404	0	0	20,773	68,413	722	4,161		0	0	176,473
Transfers	0	120,306	(410,768)	290,462	0	0	0	0		0	0	0
Total Funds Available	7,437,469	787,749	409,076	493,891	36,043	107,888	722	11,538		754,552	17,602	10,056,530
Previous Total Contract	0	0	0	0	0	0	0	0		0	0	0
SSD Funds This Cont Amendment	7,437,469	786,215	409,076	493,891	36,043	0	722	0		754,552	17,602	9,935,570
New Total Contract	7,437,469	786,215	409,076	493,891	36,043	0	722	0		754,552	17,602	9,935,570
Balance Available	0	1,534	0	0	0	107,888	0	11,538		0	0	120,960

ATTACHMENT #2, CONTRACT AAA-FY94-1033000

State of Oregon
Department of Human Resources
Aging Services Division
District 2 Multnomah

F-1 Budget Objectives
Fiscal Year 1994

Contract #
Date 05/05/93

FY 93-94
ALL CONTRACTORS

A		CASH RESOURCES										IN-KIND RESOURCES					BUDGET OBJECTIVES								
Mat. Num (1)	Service Categories (2)	X17/SS96 (3)	111-B (4)	111-C1 (5)	111-C2 (6)	111-D (7)	111-E (8)	OP1 (9)	OP1 ALZHEIMERS (10)	P1 (11)	Match (12)	USDA (13)	COUNTY (14)	CITY (15)	Other (16)	Sub-Total (17)	Match (18)	Other (19)	Grand Total (20)	Units of Service (21)	Cost per Unit (22)	No. of Pers. Served (23)	Cost per Case (24)	ASD Price/Unit (25)	
1	ASD Admin	1,005,128	124,516	71,170	0	0	0	74,912	0	0	65,386	0	825,839	0	0	2,167,031	0	0	2,167,031	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
1a	Alz Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
2	ASD Services	46,853	70,121	22,277	0	0	0	0	0	0	10,275	0	40,340	0	0	189,866	0	0	189,866	0	NA	0	NA	NA	
7	ASD Case Mgmt	5,563,743	0	0	0	0	0	0	0	0	0	0	0	0	12,900	5,576,643	0	0	5,576,643	0	NA	0	NA	NA	
10	Training	0	1,137	0	0	0	772	0	0	0	621	0	2,116	0	0	4,596	0	0	4,596	0	NA	0	NA	NA	
11	Outreach	18,444	0	0	0	0	0	0	0	0	0	0	0	0	0	18,444	0	0	18,444	0	NA	0	NA	NA	
0	Subtotal/ASD	6,634,168	195,634	93,447	0	0	772	74,912	0	0	76,281	0	868,255	0	12,900	7,956,580	0	0	7,956,580	NA	NA	NA	NA	NA	
12	Info/Referral	74,360	152,480	5,595	0	0	0	5,142	0	0	0	0	9,862	0	13,956	261,435	1,800	6,973	270,208	37,035	7.30	26,174	10.32	6.68	
12a	Translation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
13	Outreach	0	46,868	1,500	0	0	0	0	0	3,000	0	0	0	0	2,070	53,438	0	20,032	73,470	24	3,061.46	NA	NA	2,140.33	
13a	Gatekeeper/24 Acc	21,412	2,153	0	0	0	0	0	0	0	0	0	53,061	0	3,500	80,156	0	0	80,156	0	NA	0	NA	NA	
17	Transportation	0	114,529	0	0	0	0	0	0	3,800	0	0	71,766	0	14,944	205,069	0	1,235	206,304	15,778	13.08	1,147	179.85	12.05	
0	Subtotal/Access	95,802	316,000	7,095	0	0	0	5,142	0	6,800	0	0	134,689	0	34,510	600,078	1,800	28,245	630,143	NA	NA	NA	NA	NA	
20	Guardian/Care	251,011	0	0	0	0	0	0	0	0	0	0	54,710	0	38,100	343,851	0	0	343,851	0	NA	0	NA	NA	
21	Legal Assist	0	29,472	0	0	0	0	0	0	30	0	0	15,830	0	65,177	110,529	95,253	0	205,782	1,782	115.48	1,300	158.29	25.45	
0	Subtotal/Legal	251,011	29,472	0	0	0	0	0	0	30	0	0	70,540	0	103,277	654,380	95,253	0	549,633	NA	NA	NA	NA	NA	
22	Congregate Meal	0	0	308,534	0	0	0	0	0	0	164,000	0	191,272	0	100,744	714,572	0	224,671	939,243	179,168	5.41	3,450	280.94	3.59	
22a	USDA CASH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
23	Sr Ctr Operation	0	0	0	0	0	0	0	0	0	0	0	71,777	117,979	63,589	253,355	0	22,196	275,561	84	3,200.49	NA	NA	2,259.24	
24	Counseling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
32	Money Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
33	Volunteer Supp	0	20,641	0	0	0	0	0	0	0	0	0	0	0	0	20,641	0	0	20,641	6,071	3.40	0	NA	3.40	
34	Respite Health	116,214	0	0	0	0	0	0	0	0	0	0	74,000	0	0	190,214	0	0	190,214	0	NA	0	NA	NA	
34a	Alz. Spec. Proj.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
37	Ctr. Renovation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
37a	Indigent Burial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
0	Subtotal/Comm.	116,214	20,641	308,534	0	0	0	0	0	0	164,000	0	191,272	145,777	117,979	164,355	1,208,822	0	246,867	1,455,689	NA	NA	NA	NA	NA
41	HomeDel. Meals	0	0	0	693,891	0	0	0	0	0	201,778	0	242,703	0	0	938,372	0	313,824	1,252,196	240,212	5.21	3,450	343.07	3.91	
41a	X17 H.O. Meals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
42	Dependship	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
44	Home Care	0	0	0	0	0	0	0	0	0	0	0	0	0	1,697	290,362	0	0	290,362	34,210	8.49	950	335.64	8.44	
46	Personal Care	0	0	0	0	36,043	0	155,760	0	0	0	0	0	0	0	191,303	0	0	191,303	14,700	13.01	300	637.68	13.01	
46a	Alz Personal Care	0	0	0	0	0	0	0	0	750	0	0	0	0	0	750	0	0	750	0	NA	0	NA	NA	
48	Chore	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
51	Case Mgmt.	0	224,198	0	0	0	0	0	0	0	1,336	159,675	0	198,498	214,415	34,055	832,177	202,993	1,456	1,035,636	34,470	30.07	3,238	310.55	
51a	OP1 Case Mgmt	0	0	0	0	0	0	185,373	7,478	0	0	0	0	0	0	192,851	0	0	192,851	5,891	32.73	630	302.75	32.73	
51a	Private Case Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
60	Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21,533	0	0	21,533	0	NA	0	NA	NA	
60a	Alz Day Care	0	0	0	0	0	0	0	0	4,780	0	0	0	0	0	4,780	0	0	4,780	0	NA	0	NA	NA	
61	Respite Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,967	0	0	26,967	0	NA	0	NA	NA	
61a	Alz Respite	0	0	0	0	0	0	0	0	2,594	0	0	0	0	0	2,594	0	0	2,594	0	NA	0	NA	NA	
0	Subtotal/Inhome	0	224,198	0	693,891	36,043	0	674,678	17,602	206,414	159,675	242,703	198,498	214,415	35,752	2,500,689	202,993	315,280	3,021,982	NA	NA	NA	NA	NA	
63	AFH Licensing	340,244	0	0	0	0	0	0	0	0	0	0	67,486	0	77,430	480,160	0	0	480,160	0	NA	0	NA	NA	
63a	Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
63b	Alz Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
63a	Resc Med	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	
0	Subtotal/AFH	340,244	0	0	0	0	0	0	0	0	0	0	67,486	0	77,430	480,160	0	0	480,160	NA	NA	NA	NA	NA	
Page/Grand Total		7,437,469	786,215	409,076	693,891	36,043	772	754,552	17,602	206,414	159,675	433,975	1,485,316	332,414	473,274	13,200,779	309,046	590,392	14,054,167	NA	NA	NA	NA	NA	

Meeting Date: JUN 17 1993

Agenda Number: C-22

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of Amendment to IGA with Clackamas County for detention bed space rental.

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

Department: Social Services Division: Juvenile Justice

Contact: Chris White Telephone: 3202

Person(s) Making Presentation: Harold Ogburn/Jim Anderson

Action Requested

 Information Only Policy Direction XX Approval

Estimated Time Needed on Board Agenda: 3 minutes

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

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

This amendment to the Intergovernmental Agreement between Multnomah County through the JJD and Clackamas County reserves eight (8) bed spaces daily for three months for the sole use of housing Clackamas County youth in detention. It provides \$65,992 in revenue for the JJD for the first three months of FY 93-94.

This amendment is an interim measure to cover three months because the construction of a new detention facility necessitates a new agreement, now under negotiation. The new agreement will be fully executed by opening day of the new detention facility- October 1, 1993.

Contract #: 101888

6/22/93 originals to CHRIS WHITE

Signatures

Elected Official _____

OR

Department Director Gary Ruben/PB

(All accompanying documents must have required signatures!)

CLACKAMAS COUNTY
JUN -8 AM 10:45
CLACKAMAS COUNTY
JUN -8 AM 10:45



MULTNOMAH COUNTY OREGON


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

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

MEMORANDUM

TO: Hank Miggins, Acting Chair
Board of County Commissioners

VIA: Dr. Gary Nakao, Director
Department of Social Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: June 4, 1993

SUBJECT: Approval for an Amendment to the Intergovernmental Agreement Between
the Juvenile Justice Division and Washington County

RECOMMENDATION: The Juvenile Justice Division (JJD) recommends the Board's approval of an amendment to the intergovernmental agreement between Washington County and JJD for detention services to Washington County youth.

BACKGROUND/ANALYSIS: This contract supports the Division's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility. It has been the policy of the JJD to enter into this agreement for the last 15 years with both Clackamas and Washington Counties.

This amendment stipulates the payment of \$65,992 to Multnomah County for the exclusive use of eight bed spaces to house Washington County youth for the three months of July, August, and September. If the number of bed spaces exceeds eight at any time, there will be an additional payment to Multnomah County of \$108 per day for each bed space in excess of the eight. Every youth served under this contract will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

This amendment provides services for the first three months of FY 93-94. On October 1, 1993, the new detention facility will be operational. At that time, a new agreement between Multnomah and Washington Counties will be in place to reflect changes in terms necessitated by the new facility.

The JJD strongly recommends the approval of this amendment to this intergovernmental agreement.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101883Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-22</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department Social Services Division Juvenile Justice Date June 4, 1993

 Contract Originator Chris White JA Phone 3202 Bldg/Room 311/JJD

 Administrative Contact Chris White Phone 3202 Bldg/Room 311/JJD

 Description of Contract This contract will continue provision of housing and supervision services for Washington County youth held in detention. This amendment covers July, August, and September after which a new agreement will be in place.

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

 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
Contractor Name Washington CountyMailing Address 232 "W" NE LincolnHillsboro, OR 97123Phone 548-8655

Employer ID# or SS# _____

Effective Date July 1, 1993Termination Date September 30, 1993Original Contract Amount \$ 207,991Total Amount of Previous Amendments \$ 0Amount of Amendment \$ 65,992Total Amount of Agreement \$ 273,983**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

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

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ 65,992 lump sum Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date June 17

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT- CATES REV	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	010	2510					2701	RGNDTN-CL/W	\$65,992	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**JUVENILE DETENTION FACILITIES
INTERGOVERNMENTAL COOPERATION
AMENDMENT TO AGREEMENT**

Agreement Number: 101883

Amendment Number: 1

Amendment Date: July 1, 1993

This intergovernmental Agreement between Multnomah County and Washington County dated July 1, 1992 is amended as follows:

1. By amending Section I,A3 of the Agreement document to read as follows:

There shall be reserved to the exclusive use of Washington, on a continuous, 24-hour-per-day basis, eight bed spaces within Multnomah's facility for juveniles who qualify for referral, provided that any requirement of Washington for bed space in excess of eight shall be furnished by Multnomah only upon determined availability.

2. By amending Section I,D1 of the Agreement document to read as follows:

Multnomah shall be paid by Washington, for the duration of this Agreement, the sum of \$65,992, in a single payment, payable not later than the first day of the succeeding month following commencement of performance hereunder. Said sum shall apply only to the reservation of eight bed spaces and normal care and maintenance of the child in residence to the exclusive use of Washington.

3. By amending Section II,G of the Agreement document to read as follows:

Pay to Multnomah, in a single payment of \$65,992, payable not later than the first day of the succeeding month following commencement of performance hereunder.

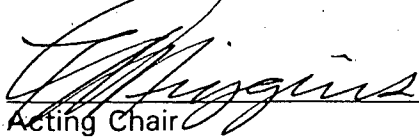
4. By amending Section II,H of the Agreement document to read as follows:

Pay to Multnomah, upon billing therefor, such sums as may be due for referrals which exceed the eight child care day reservation at the rate of \$108 per day per space.

5. By amending Section IV,A of the Agreement document to extend the Agreement term ending date from June 30, 1993 to September 30, 1993.

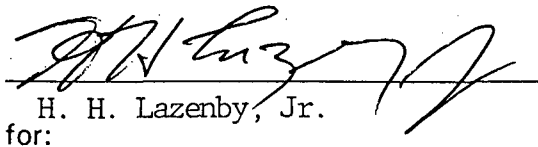
IN WITNESS THEREOF, the parties have hereto caused this Agreement to be executed on this _____ day of _____, 1993, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON


Acting Chair

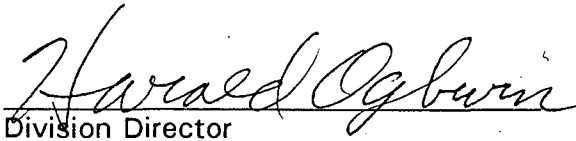
June 17, 1993
Date

Reviewed By:

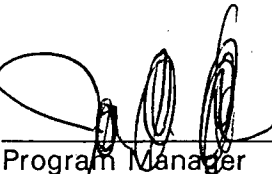

H. H. Lazenby, Jr.
for:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

6-7-93
Date


Division Director

6/4/93
Date


Program Manager

6-4-93
Date

Board of County Commissioners
WASHINGTON COUNTY, OREGON

Chair

Date

Washington County Counsel

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-22 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-23

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of Amendment to IGA with Washington County for detention bed space rental

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

Department: Social Services Division: Juvenile Justice

Contact: Chris White Telephone: 248-3202

Person(s) Making Presentation: Harold Ogburn/Jim Anderson

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 3 minutes

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

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

This amendment to the Intergovernmental Agreement between Multnomah County through the JJD and Washington County reserves eight (8) bed spaces daily for three months for the sole use of housing Washington County youth in detention. It provides \$65,992 in revenue for the JJD for the first three months of FY 93-94.

This amendment is an interim measure to cover three months because the construction of a new detention facility necessitates a new agreement, now under negotiation. The new agreement will be fully executed by opening day of the new detention facility- October 1, 1993.

Contract #: 100023

6/22/93 originals to Chris
White

Signatures

Elected Official _____

OR

Department Director *Jim Anderson*

(All accompanying documents must have required signatures!)

CLERK OF
COUNTY COMMISSIONERS
1993 JUN -8 AM 10:45
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON


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

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

MEMORANDUM

TO: Hank Miggins, Acting Chair
Board of County Commissioners

VIA: Dr. Gary Nakao, Director
Department of Social Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: June 4, 1993

SUBJECT: Approval for an Amendment to the Intergovernmental Agreement Between
the Juvenile Justice Division and Clackamas County

RECOMMENDATION: The Juvenile Justice Division (JJD) recommends the Board's approval of an amendment to the intergovernmental agreement between Clackamas County and JJD for detention services to Clackamas County youth.

BACKGROUND/ANALYSIS: This contract supports the Division's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility. It has been the policy of the JJD to enter into this agreement for the last 15 years with both Clackamas and Washington Counties.

This amendment stipulates the payment of \$65,992 to Multnomah County for the exclusive use of eight bed spaces to house Clackamas County youth for the three months of July, August, and September. If the number of bed spaces exceeds eight at any time, there will be an additional payment to Multnomah County of \$108 per day for each bed space in excess of the eight. Every youth served under this contract will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

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The JJD strongly recommends the approval of this amendment to this intergovernmental agreement.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100023Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-23</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Social Services Division Juvenile Justice Date June 4, 1993Contract Originator Chris White JA Phone 3202 Bldg/Room 311/JJDAdministrative Contact Chris White Phone 3202 Bldg/Room 311/JJD
 Description of Contract This contract will continue provision of housing and supervision services for Clackamas County youth held in detention. This amendment covers July, August, and September after which a new agreement will be in place.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Clackamas County
 Mailing Address 2121 Kaen Road
Oregon City, OR 97045
 Phone 648-8655
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date September 30, 1993
 Original Contract Amount \$ 207,991
 Total Amount of Previous Amendments \$ 0
 Amount of Amendment \$ 65,992
 Total Amount of Agreement \$ 273,983
Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input checked="" type="checkbox"/> Lump Sum \$ <u>65,992</u>	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:
 Department Manager _____
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)
Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATES REV	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	010	2510					2701	RGNDTN-CL/W	\$65,992	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT AMENDMENT**

Agreement Number: 100023

Amendment Number: 1

Amendment Date: July 1, 1993

This intergovernmental Agreement between MULTNOMAH COUNTY and CLACKAMAS COUNTY dated July 1, 1992 is amended as follows:

1. By amending Section II,A1c of the Agreement to read as follows:

Eight (8) bed spaces within the Donald E. Long Home shall be available to the exclusive use of Clackamas on a continuous 24-hour a day basis.

2. By amending Section II,A1d of the Agreement to read as follows:

Any requirement of Clackamas for bed space in excess of eight (8) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.

3. By amending Section II,C1 of the Agreement to read as follows:

For the duration of this Agreement, Clackamas shall pay to Multnomah the sum of \$65,992 for the reservation and utilization of eight (8) bed spaces and normal care and maintenance of those Clackamas juveniles in residence up to and including a maximum of eight residents per day. The above sum shall be paid by Clackamas to Multnomah in a single payment of \$65,992, payable on October 1, 1993.

4. By amending Section II,C2 of the Agreement to read as follows:

On those occasions when Clackamas requires bed space in excess of the guaranteed eight (8) hereinabove described, the rate of each such additional space shall be \$108 per day.

5. By amending Section IV,A of the Agreement to extend the Agreement term ending date from June 30, 1993 to September 30, 1993.

BRS-g:\data\BOARD OF COMMISSIONERS
AGENDA # C-23 **DATE** 6/17/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: JUN 17 1993

Agenda Number: C-24

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Amendment #2 to IGA with Portland Employment Project - PCC

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

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Dr. Gary Nakao/Gary Smith

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes

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

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

Ratification of Amendment #2 between the Multnomah County Mental Health, Youth & Family Services Division's Developmental Disabilities Program and Portland Employment Project - PCC, effective March 1, 1993 through June 30, 1993. Amendment #2 increases contract \$603.65 for the State mandated immunization of staff of Developmental Disabilities service providers who are at risk of exposure to Hepatitis B. Amendment #2 brings the total amount of the agreement to \$188,467.13.

6/22/93 originals to Kathy Tinkle

CLERK OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:40
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director *Gary Nakao*

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services *[Signature]* DB

FROM: Gary Smith, Director *[Signature]* MB
Mental Health, Youth and Family Services Division

DATE: May 27, 1993

SUBJECT: Approval of Three Amendments with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to March 1, 1993. The changes and effective dates are mandated by the State Mental Health Division Grant Amendment #45 which was received by the MHYFSD on April 14, 1993. Further delay is due to the volume of contracts affected and preparation and processing of the annual 93/94 renewal agreements.

RECOMMENDATION: The Mental Health, Youth and Family Services Division (MHYFSD) recommends Chair approval of three amendments between the Developmental Disabilities (DD) Program and City of Portland-Parks and Recreation #2, Oregon Commission for the Blind #4 and Portland Employment Project-PCC #2 effective March 1 through June 30, 1993.

ANALYSIS/BACKGROUND: City of Portland-Parks and Recreation funding increases \$184.87 bringing the net contract total to \$41,029.27 for FY 92/93. Oregon Commission for the Blind funds increase \$1,310.14 bringing the net contract total to \$378,926.72 for FY 92/93. Portland Employment Project-Portland Community College (PCC) funds increase \$603.65 bringing the net contract total to 188,467.13 for FY 92/93.

The amendments attached provide State funds to MHYFSD contract agencies to comply with the recent Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

The amendments attached are Intergovernmental Agreements and exempt from the RFP process.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100143Amendment # 2

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-24</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department SOCIAL SERVICES Division MHYFSD Date May 18, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #2 increases Work Activity Center Services \$108.78, Sheltered Services Program \$14.99, and Supported Employment Program \$479.88 for the immunization of staff of DD service providers who are at risk of exposure to Hepatitis B, effective March 1 through June 30, 1993

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name PORTLAND EMPLOYMENT PROJECT-PCCMailing Address 12000 SW 49THPORTLAND, OR 97219Phone 244-6111Employer ID# or SS# 93-0575187Effective Date March 1, 1993Termination Date June 30, 1993Original Contract Amount \$ 175,873.56Total Amount of Previous Amendments \$ 187,863.48Amount of Amendment \$ 603.65Total Amount of Agreement \$ 188,467.13Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 1 June 93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	010	1258			6060				603.65		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 2

Duration of Agreement: March 1, 1993 to June 30, 1993

Contractor: PORTLAND EMPLOYMENT PROJECT - PCC
Address: 12000 S.W. 49TH
PORTLAND OR 97219

Contract#: 100143
Phone: 244-6111
IRS No.: 93-0575187

This AMENDMENT to the Contract for Services is made between:

The Mental Health, Youth and Family Services Division, referred to as the COUNTY, and
PORTLAND EMPLOYMENT PROJECT - PCC, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC		\$42,399.84	\$108.78	\$42,508.62	SERVICE CAPACITY
Work Activity Center					
DD42-SSP		\$4,810.92	\$14.99	\$4,825.91	RATE PER DAY OF SERVICE
Sheltered Services Program					
DD43-SEP		\$140,652.72	\$479.88	\$141,132.60	RATE PER MONTHLY
Supported Employment Program					ENROLLED CLIENTS
TOTALS:		\$187,863.48	\$603.65	\$188,467.13	

FY93

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 2

CONTRACTOR:

Portland Employment Project - PCC

Part II - Notes and Special Conditions

Notes:

Any increases in annual payment amounts are funds for Hepatitis B Immunizations added to one or more Service Elements effective 3/1/93, unless specifically identified by Service Element in the Notes immediately following.

NO OTHER FUNDING CHANGES.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

Funding for Hepatitis B Immunizations in any Service Element:

Funds are added for the immunization of staff of DD service providers who are at risk of exposure to Hepatitis B. Providers are responsible for individually managing their compliance with the OSHA Bloodborn Pathogen Rule and determining which staff are to be offered immunization.

Contractor agrees to review the information bulletin provided by the State Mental Health and Developmental Disabilities Services Division on how to make the best use of these funds for OSHA compliance.


MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 2

CONTRACTOR:


COUNTY:


PORTLAND EMPLOYMENT PROJECT - PCC

Agency Executive Director Date

By  _____ 5-17-93
Dennis Adams Date
Program Manager

Agency Board Chairperson Date

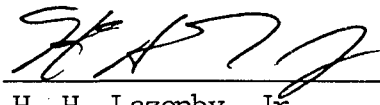
By  _____ 5/28/93
Gary Smith Date
MHYFSD Director

By  _____ 6/17/93
Henry C. Miggins Date
Acting Multnomah County Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-24 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  _____ 6-7-93
H. H. Lazenby, Jr. Date

Meeting Date: JUN 17 1993

Agenda Number: C-25

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Amendment #2 to IGA with City of Portland Parks & Recreation

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

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Dr. Gary Nakao/Gary Smith

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes

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

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

Ratification of Amendment #2 between the Multnomah County Mental Health, Youth & Family Services Division's Developmental Disabilities Program and City of Portland Parks and Recreation effective March 1, 1993 through June 30, 1993. Amendment #2 increases Work Activity Services \$184.87 for the State mandated immunization of staff of Developmental Disabilities service providers who are at risk of exposure to Hepatitis B. Amendment #2 brings the total amount of the agreement to \$41,029.27.

6/22/93 ORIGINALS to KATHY TINKLE

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:40
MULTNOMAH COUNTY
OREGON

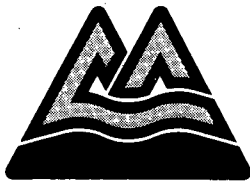
Signatures

Elected Official _____

OR

Department Director Gary Nakao/DB

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Gary Smith, Director
Mental Health, Youth and Family Services Division

DATE: May 27, 1993

SUBJECT: Approval of Three Amendments with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to March 1, 1993. The changes and effective dates are mandated by the State Mental Health Division Grant Amendment #45 which was received by the MHYFSD on April 14, 1993. Further delay is due to the volume of contracts affected and preparation and processing of the annual 93/94 renewal agreements.

RECOMMENDATION: The Mental Health, Youth and Family Services Division (MHYFSD) recommends Chair approval of three amendments between the Developmental Disabilities (DD) Program and City of Portland-Parks and Recreation #2, Oregon Commission for the Blind #4 and Portland Employment Project-PCC #2 effective March 1 through June 30, 1993.

ANALYSIS/BACKGROUND: City of Portland-Parks and Recreation funding increases \$184.87 bringing the net contract total to \$41,029.27 for FY 92/93. Oregon Commission for the Blind funds increase \$1,310.14 bringing the net contract total to \$378,926.72 for FY 92/93. Portland Employment Project-Portland Community College (PCC) funds increase \$603.65 bringing the net contract total to 188,467.13 for FY 92/93.

The amendments attached provide State funds to MHYFSD contract agencies to comply with the recent Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

The amendments attached are Intergovernmental Agreements and exempt from the RFP process.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100153Amendment # 2

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-25</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department SOCIAL SERVICESDivision MHYFSDDate May 18, 1993

Contract Originator _____

Phone _____

Bldg/Room _____

Administrative Contact Kathy TinklePhone 248-3691Bldg/Room 160/6

Description of Contract Amendment #2 increases Work Activity Center services \$184.87 for the immunization of staff of DD service providers who are at risk of exposure to Hepatitis B effective March 1, 1993 through June 30, 1993.

RFP/BID # Exempt- IGA

Date of RFP/BID _____

Exemption Exp. Date _____

ORS/AR # _____

Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name CITY OF PORTLAND PARKS & RECREATIONMailing Address 426 NE 12THPORTLAND, OR 97232Phone 248-4328Employer ID# or SS# 93-6002236Effective Date March 1, 1993Termination Date June 30, 1993Original Contract Amount \$ 36,759.96Total Amount of Previous Amendments \$ 40,844.40Amount of Amendment \$ 184.87Total Amount of Agreement \$ 41,029.27Remittance Address _____
(If Different)

Payment Schedule

Terms

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 1 June 93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1239			6060				184.87		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 2

Duration of Agreement: March 1, 1993 to June 30, 1993

Contractor: CITY OF PORTLAND PARKS & RECREATION
Address: 426 N.E. 12TH
PORTLAND OR 97232

Contract#: 100153
Phone: 248-4328
IRS No.: 93-6002236

This AMENDMENT to the Contract for Services is made between:

The Mental Health, Youth and Family Services Division, referred to as the COUNTY, and
CITY OF PORTLAND PARKS & RECREATION, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC		\$40,844.40	\$184.87	\$41,029.27	SERVICE CAPACITY
Work Activity Center					
TOTALS:		\$40,844.40	\$184.87	\$41,029.27	

FY93 MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 2

CONTRACTOR:
City of Portland Parks & Recreation

Part II - Notes and Special Conditions

Notes:

Any increases in annual payment amounts are funds for Hepatitis B Immunizations added to one or more Service Elements effective 3/1/93, unless specifically identified by Service Element in the Notes immediately following.

NO OTHER FUNDING CHANGES.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

Funding for Hepatitis B Immunizations in any Service Element:

Funds are added for the immunization of staff of DD service providers who are at risk of exposure to Hepatitis B. Providers are responsible for individually managing their compliance with the OSHA Bloodborn Pathogen Rule and determining which staff are to be offered immunization.

Contractor agrees to review the information bulletin provided by the State Mental Health and Developmental Disabilities Services Division on how to make the best use of these funds for OSHA compliance.

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 2

CONTRACTOR:

COUNTY:

CITY OF PORTLAND PARKS & RECREATION

Agency Executive Director Date

By  5-17-93
Dennis Adams Date
Program Manager

Agency Board Chairperson Date

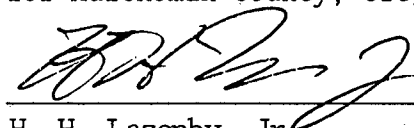
By  5/28/93
Gary Smith Date
MHYFSD Director

By  6/17/93
Henry C. Miggins Date
Acting Multnomah County Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-25 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  6-2-97
H. H. Lazenby, Jr. Date

Meeting Date: JUN 17 1993

Agenda Number: C-26

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Amendment #4 to IGA with Oregon Commission for the Blind

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

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Dr. Gary Nakao/Gary Smith

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes

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

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

Ratification of Amendment #4 between the Multnomah County Mental Health, Youth & Family Services Division's Developmental Disabilities Program and Oregon Commission for the Blind, effective March 1, 1993 through June 30, 1993. Amendment #4 increases Work Activity Services \$1186.36 and Supported Employment Program \$123.78 for a total amount of \$1310.14, for the State mandated immunization of staff of Developmental Disabilities service providers who are at risk of exposure to Hepatitis B. Amendment #4 brings the total amount of the agreement to \$378,926.72.

6/22/93 originals to Kathy Tinkle

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:40
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao/DB

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Gary Smith, Director
Mental Health, Youth and Family Services Division

DATE: May 27, 1993

SUBJECT: Approval of Three Amendments with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to March 1, 1993. The changes and effective dates are mandated by the State Mental Health Division Grant Amendment #45 which was received by the MHYFSD on April 14, 1993. Further delay is due to the volume of contracts affected and preparation and processing of the annual 93/94 renewal agreements.

RECOMMENDATION: The Mental Health, Youth and Family Services Division (MHYFSD) recommends Chair approval of three amendments between the Developmental Disabilities (DD) Program and City of Portland-Parks and Recreation #2, Oregon Commission for the Blind #4 and Portland Employment Project-PCC #2 effective March 1 through June 30, 1993.

ANALYSIS/BACKGROUND: City of Portland-Parks and Recreation funding increases \$184.87 bringing the net contract total to \$41,029.27 for FY 92/93. Oregon Commission for the Blind funds increase \$1,310.14 bringing the net contract total to \$378,926.72 for FY 92/93. Portland Employment Project-Portland Community College (PCC) funds increase \$603.65 bringing the net contract total to 188,467.13 for FY 92/93.

The amendments attached provide State funds to MHYFSD contract agencies to comply with the recent Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

The amendments attached are Intergovernmental Agreements and exempt from the RFP process.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100123Amendment # 4

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-26</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department SOCIAL SERVICES Division MHYFSD Date May 18, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #4 increases Work Activity Services \$1186.36 and Supported Employment Program \$123.78 for the immunization of staff of DD service providers who are at risk of exposure to Hepatitis B, effective March 1, 1993 through June 30, 1993.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OREGON COMMISSION FOR THE BLINDMailing Address 535 SE 12TH AVENUEPORTLAND, OR 97214Phone 238-8375Employer ID# or SS# 93-6001718Effective Date March 1, 1993Termination Date June 30, 1993Original Contract Amount \$ 372,904.32Total Amount of Previous Amendments \$ 377,616.58Amount of Amendment \$ 1,310.14Total Amount of Agreement \$ 378,926.72Remittance Address _____
(If Different) _____

Payment Schedule

Terms

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date June 93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1236			6060				1310.14		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 4

Duration of Agreement: March 1, 1993 to June 30, 1993

Contractor: OREGON COMMISSION FOR THE BLIND
Address: 535 S.E. 12TH AVENUE
PORTLAND OR 97214

Contract#: 100123
Phone: 238-8375
IRS No.: 93-6001718

This AMENDMENT to the Contract for Services is made between:

The Mental Health, Youth and Family Services Division, referred to as the COUNTY, and
OREGON COMMISSION FOR THE BLIND, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC Work Activity Center		\$324,730.66	\$1,186.36	\$325,917.02	SERVICE CAPACITY
DD43-SEP Supported Employment Program		\$43,277.76	\$123.78	\$43,401.54	RATE PER MONTHLY ENROLLED CLIENTS
DD53-ET Employment Transportation		\$9,608.16	\$0.00	\$9,608.16	SERVICE CAPACITY
TOTALS:		\$377,616.58	\$1,310.14	\$378,926.72	

FY93 MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 4

CONTRACTOR:
Oregon Commission for the Blind

Part II - Notes and Special Conditions

Notes:

Any increases in annual payment amounts are funds for Hepatitis B Immunizations added to one or more Service Elements effective 3/1/93, unless specifically identified by Service Element in the Notes immediately following.

NO OTHER FUNDING CHANGES.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

Funding for Hepatitis B Immunizations in any Service Element:

Funds are added for the immunization of staff of DD service providers who are at risk of exposure to Hepatitis B. Providers are responsible for individually managing their compliance with the OSHA Bloodborn Pathogen Rule and determining which staff are to be offered immunization.

Contractor agrees to review the information bulletin provided by the State Mental Health and Developmental Disabilities Services Division on how to make the best use of these funds for OSHA compliance.

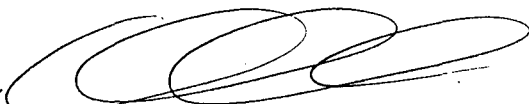
MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 4

CONTRACTOR:


COUNTY:

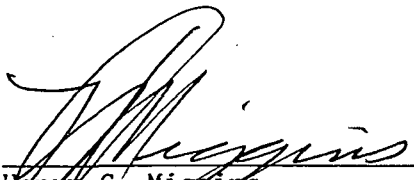
OREGON COMMISSION FOR THE BLIND

Agency Executive Director Date

By  5-17-93
Dennis Adams
Program Manager Date

Agency Board Chairperson Date

By  5/28/93
Gary Smith
MHYFSD Director Date

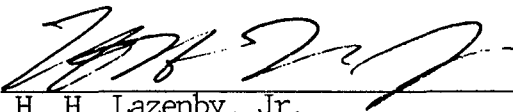
By  6/17/93
Henry C. Miggins
Acting Multnomah County Chair Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-26 DATE 6/17/93
DEB BOGSTAD

Reviewed:

BOARD CLERK

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  6-7-93
H. H. Lazenby, Jr. Date

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. C-27

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to contract purchaser for completion of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of deed to contract purchaser, G. Simpson upon complete performance of contract #15668

Deed D930895 and Board Order included.

6/10/93 originals to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *[Signature]* Bill Williams

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management *Robert Oberst*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)

1993 JUN - 3 PM 12:37
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930895 upon Complete Performance of) ORDER
a Contract to)
G. SIMPSON) 93-224

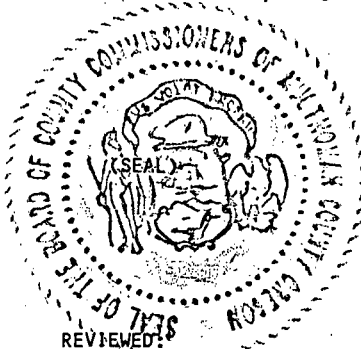
It appearing that heretofore on February 21, 1992, Multnomah County entered into a contract with G. SIMPSON for the sale of the real property hereinafter described; and

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

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

STOKES TRACT
EXC W 50.5', LOT 10

Dated at Portland, Oregon this 17th day of June, 1993.



REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting County Chair
Multnomah County

DEED D930895

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

STOKES TRACT
EXC W 50.5', LOT 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$24,300.00.

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

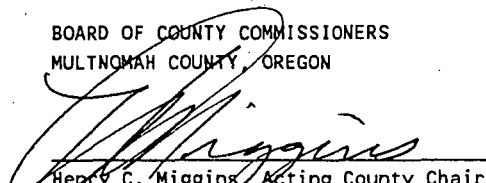
Until a change is requested, all tax statements shall be sent to the following address:

PO BOX 1885
VANCOUVER WA 98668

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 17th day of June, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

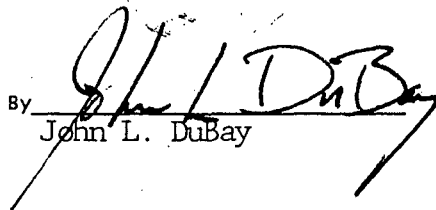


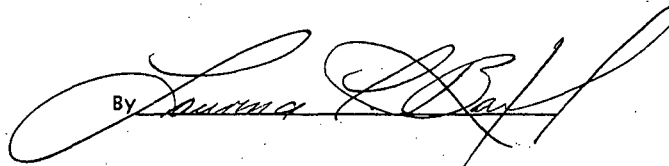
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting County Chair
Multnomah County

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

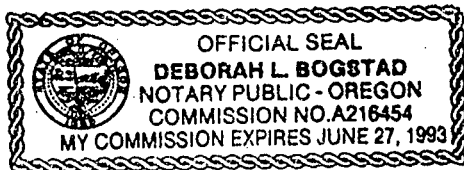
By 
John L. DuBay

By 

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 17th day of June, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. C-28

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Quit Claim Deed to Tax Collector
to correct an Historical Error in Title

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of a Quit Claim Deed to the Multnomah County Tax Collector to correct an Historical Error. (Enclosure 1)

Deed #D930896, Board Order and supporting documentation attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] Bill Wallis

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management Robert Christ

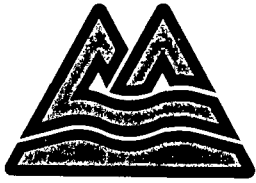
NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN - 8 PM 12:37
MULTNOMAH COUNTY
OREGON

6/18/93 Originals to Larry
Baxter



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
610 S.W. ALDER
PORTLAND, OREGON 97205-3603

TAX INFORMATION: (503) 248-3326
APPRAISAL SECTIONS: (503) 248-3367
RECORD MANAGEMENT: (503) 248-3375
ADMINISTRATION: (503) 248-3323

May 25, 1993

M E M O

TO: Larry Baxter
Tax Title

FROM: Ben Hilton *B*
Tax Collections

RE: R86270-0830, 3175 N HALLECK ST, TERRY MALONE
R38460-0420, 6225 NE 11TH AV, LEAMON GEORGE
R64731-7560, 4718 NE 99TH AV, DENNIS ROSS
R65522-5940, 9204 N HAMLIN AV, MERRILL GETZMAN

Sandy Duffy has asked me to write this memo regarding the 4 above properties, all of which were on the September 1990 foreclosure list and were sent to you in September 1992.

Each of the 4 owners filed bankruptcy after the county took judgment in September 1990. It has been Sandy's position throughout that the court had no right to force the county to accept payments through a 5 year bankruptcy plan, therefore I left the properties on the list of foreclosed properties that made its way to you.

Now, however, the court has ruled that we did not object in a timely manner and will not hear any further argument.

We now need to have the 4 properties deeded back to the owners. Please prepare the proper documents and forward them to Sandy.

Please give me a call if you have any questions regarding this matter.

cc: Sandy Duffy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)	
Quitclaim Deed D930896 to Correct an)	
Historical Error in Title)	ORDER
Precipitated by Tax Foreclosure)	93-225

It appearing that heretofore, on October 26, 1992, Multnomah County acquired title to the property hereinafter described through foreclosure of liens for delinquent taxes; and it further appearing that said property was erroneously deeded to the County, and that it is for the best interest of the County to give a quitclaim deed to correct this error.

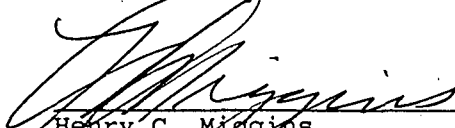
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY for the following described real property situated in the County of Multnomah, State of Oregon:

HIGHLAND PK LOT 6, BLOCK 2

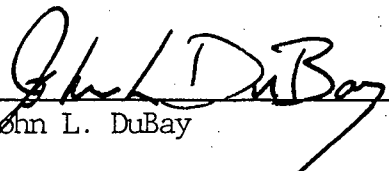
Dated at Portland, Oregon this 17th day of June, 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES, FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee;

HIGHLAND PK LOT 6, BLOCK 2

The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's intent to correct an historical error in title to said property precipitated by tax foreclosure.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

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

610 SW ALDER ST PORTLAND OR 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 17th day of June, 1993, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
F. Wayne George, Director
Facilities & Property Management
Division

By


John L. DuBay

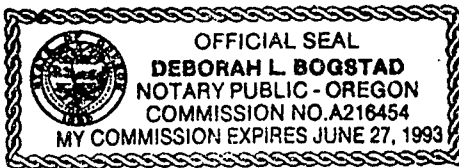
By



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 17th day of June, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. C-29

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Quit Claim Deed to Tax Collector
to correct an Historical Error in Title

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of a Quit Claim Deed to the Multnomah County Tax Collector to correct an Historical Error. (Enclosure 1)

Deed #0930897, Board Order and supporting documentation attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] [Signature] B/H Willie

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management Robert Oberst

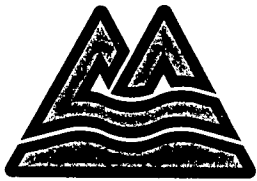
NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -8 PM 12:35
MULTNOMAH COUNTY
OREGON

6/18/93 Originals to
LARRY BAXTER



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
610 S.W. ALDER
PORTLAND, OREGON 97205-3603

TAX INFORMATION: (503) 248-3326
APPRAISAL SECTIONS: (503) 248-3367
RECORD MANAGEMENT: (503) 248-3375
ADMINISTRATION: (503) 248-3323

May 25, 1993

M E M O

TO: Larry Baxter
Tax Title

FROM: Ben Hilton *B*
Tax Collections

RE: R86270-0830, 3175 N HALLECK ST, TERRY MALONE
R38460-0420, 6225 NE 11TH AV, LEAMON GEORGE
R64731-7560, 4718 NE 99TH AV, DENNIS ROSS
R65522-5940, 9204 N HAMLIN AV, MERRILL GETZMAN

Sandy Duffy has asked me to write this memo regarding the 4 above properties, all of which were on the September 1990 foreclosure list and were sent to you in September 1992.

Each of the 4 owners filed bankruptcy after the county took judgment in September 1990. It has been Sandy's position throughout that the court had no right to force the county to accept payments through a 5 year bankruptcy plan, therefore I left the properties on the list of foreclosed properties that made its way to you.

Now, however, the court has ruled that we did not object in a timely manner and will not hear any further argument.

We now need to have the 4 properties deeded back to the owners. Please prepare the proper documents and forward them to Sandy.

Please give me a call if you have any questions regarding this matter.

cc: Sandy Duffy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Quitclaim Deed D930897 to Correct an)
Historical Error in Title) ORDER
Precipitated by Tax Foreclosure) 93-226

It appearing that heretofore, on October 26, 1992, Multnomah County acquired title to the property hereinafter described through foreclosure of liens for delinquent taxes; and it further appearing that said property was erroneously deeded to the County, and that it is for the best interest of the County to give a quitclaim deed to correct this error.

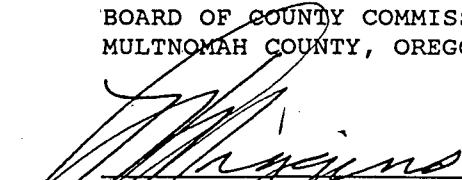
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY for the following described real property situated in the County of Multnomah, State of Oregon:

PARKROSE & REPLAT LOT 15, BLOCK 83

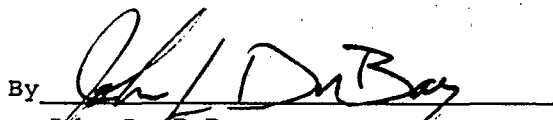
Dated at Portland, Oregon this 17th day of June , 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins
Acting County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

DEED D930897

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES, FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee;

PARKROSE & REPLAT LOT 15, BLOCK 83

The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's intent to correct an historical error in title to said property precipitated by tax foreclosure.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

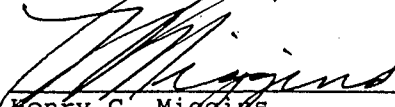
Until a change is requested, all tax statements shall be sent to the following address:

610 SW ALDER ST PORTLAND OR 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 17th day of June, 1993, by authority of an Order of said Board of County Commissioners heretofore entered of record.



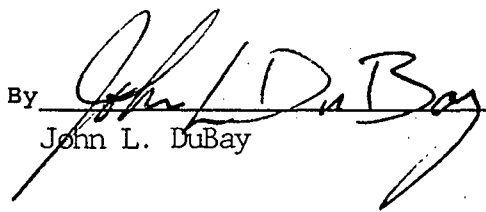
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins
Acting County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
F. Wayne George, Director
Facilities & Property Management
Division

By


John L. DuBay

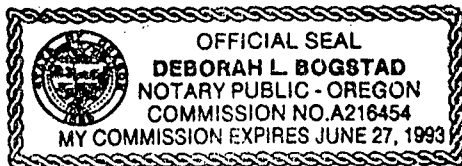
By



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 17th day of June, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad

Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. C-30

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Quit Claim Deed to Tax Collector
to correct an Historical Error in Title

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of a Quit Claim Deed to the Multnomah County Tax Collector to correct an Historical Error. (Enclosure 1)

Deed #0930898, Board Order and supporting documentation attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

6/18/93 originals
to Larry Baxter

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] BH Weller

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

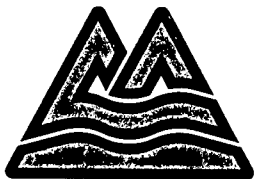
OTHER: Facilities & Property Management Robert Oberst

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN -8 PM 12:37



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
610 S.W. ALDER
PORTLAND, OREGON 97205-3603

TAX INFORMATION: (503) 248-3326
APPRAISAL SECTIONS: (503) 248-3367
RECORD MANAGEMENT: (503) 248-3375
ADMINISTRATION: (503) 248-3323

May 25, 1993

M E M O

TO: Larry Baxter
Tax Title

FROM: Ben Hilton *B*
Tax Collections

RE: R86270-0830, 3175 N HALLECK ST, TERRY MALONE
R38460-0420, 6225 NE 11TH AV, LEAMON GEORGE
R64731-7560, 4718 NE 99TH AV, DENNIS ROSS
R65522-5940, 9204 N HAMLIN AV, MERRILL GETZMAN

Sandy Duffy has asked me to write this memo regarding the 4 above properties, all of which were on the September 1990 foreclosure list and were sent to you in September 1992.

Each of the 4 owners filed bankruptcy after the county took judgment in September 1990. It has been Sandy's position throughout that the court had no right to force the county to accept payments through a 5 year bankruptcy plan, therefore I left the properties on the list of foreclosed properties that made its way to you.

Now, however, the court has ruled that we did not object in a timely manner and will not hear any further argument.

We now need to have the 4 properties deeded back to the owners. Please prepare the proper documents and forward them to Sandy.

Please give me a call if you have any questions regarding this matter.

cc: Sandy Duffy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Quitclaim Deed D930898 to Correct an)
Historical Error in Title) ORDER
Precipitated by Tax Foreclosure) 93-227

It appearing that heretofore, on October 26, 1992, Multnomah County acquired title to the property hereinafter described through foreclosure of liens for delinquent taxes; and it further appearing that said property was erroneously deeded to the County, and that it is for the best interest of the County to give a quitclaim deed to correct this error.

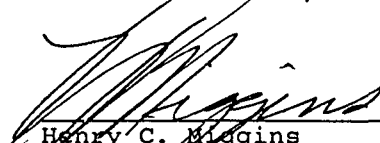
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY for the following described real property situated in the County of Multnomah, State of Oregon:

PENINSULAR ADDITION 2 LOT 11 & 12, BLOCK 29

Dated at Portland, Oregon this 17th day of June , 1993



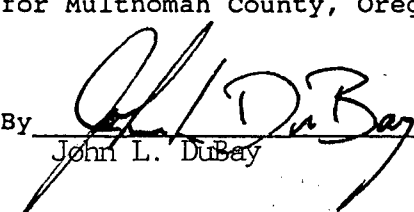
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins
Acting County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


John L. DuBay

DEED D930898

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES, FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee;

PENINSULAR ADDITION 2 LOT 11 & 12, BLOCK 29

The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's intent to correct an historical error in title to said property precipitated by tax foreclosure.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

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

610 SW ALDER ST PORTLAND OR 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 17th day of June, 1993, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting County Chair

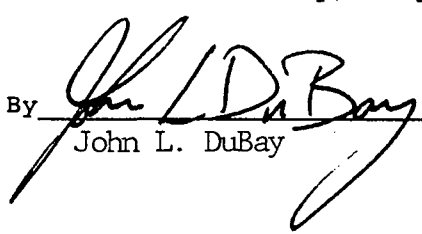
REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities & Property Management
Division

By


John L. DuBay

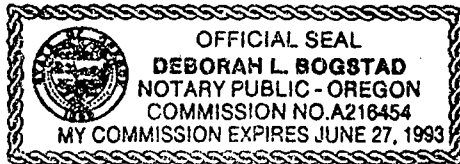
By



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 17th day of June, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. C-31

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Quit Claim Deed to Tax Collector
to correct an Historical Error in Title

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of a Quit Claim Deed to the Multnomah County Tax Collector to correct an Historical Error. (Enclosure 1)

Deed #D930899, Board Order and supporting documentation attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:  

BUDGET/PERSONNEL: _____

COUNTY COUNSEL:(Ordinances,Resolutions,Agreements,Contract _____

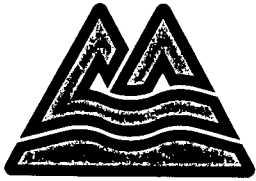
OTHER: Facilities & Property Management Robert Charest

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____

1993 JUN - 8 PM 12:37
CLERK OF
COUNTY CLERK
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
610 S.W. ALDER
PORTLAND, OREGON 97205-3603

TAX INFORMATION: (503) 248-3326
APPRAISAL SECTIONS: (503) 248-3367
RECORD MANAGEMENT: (503) 248-3375
ADMINISTRATION: (503) 248-3323

May 25, 1993

M E M O

TO: Larry Baxter
Tax Title

FROM: Ben Hilton *B*
Tax Collections

RE: R86270-0830, 3175 N HALLECK ST, TERRY MALONE
R38460-0420, 6225 NE 11TH AV, LEAMON GEORGE
R64731-7560, 4718 NE 99TH AV, DENNIS ROSS
R65522-5940, 9204 N HAMLIN AV, MERRILL GETZMAN

Sandy Duffy has asked me to write this memo regarding the 4 above properties, all of which were on the September 1990 foreclosure list and were sent to you in September 1992.

Each of the 4 owners filed bankruptcy after the county took judgment in September 1990. It has been Sandy's position throughout that the court had no right to force the county to accept payments through a 5 year bankruptcy plan, therefore I left the properties on the list of foreclosed properties that made its way to you.

Now, however, the court has ruled that we did not object in a timely manner and will not hear any further argument.

We now need to have the 4 properties deeded back to the owners. Please prepare the proper documents and forward them to Sandy.

Please give me a call if you have any questions regarding this matter.

cc: Sandy Duffy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Quitclaim Deed D930899 to Correct an)
Historical Error in Title) ORDER
Precipitated by Tax Foreclosure) 93-228

It appearing that heretofore, on October 26, 1992, Multnomah County acquired title to the property hereinafter described through foreclosure of liens for delinquent taxes; and it further appearing that said property was erroneously deeded to the County, and that it is for the best interest of the County to give a quitclaim deed to correct this error.

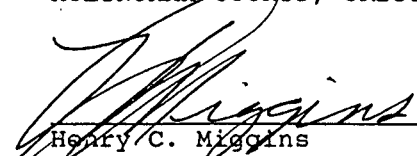
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY for the following described real property situated in the County of Multnomah, State of Oregon:

VICTORIA PARK LOTS 32 & 33, BLOCK 2

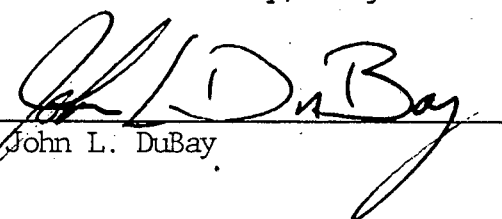
Dated at Portland, Oregon this 17th day of June , 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES, FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee;

VICTORIA PARK LOTS 32 & 33, BLOCK 2

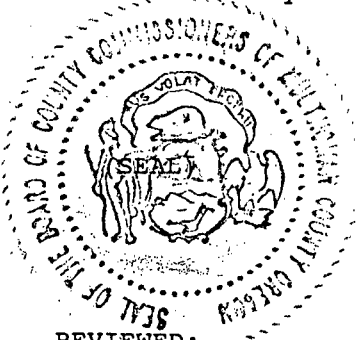
The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's intent to correct an historical error in title to said property precipitated by tax foreclosure.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

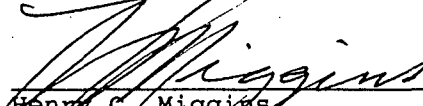
Until a change is requested, all tax statements shall be sent to the following address:

610 SW ALDER ST PORTLAND OR 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 17th day of June, 1993, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting County Chair

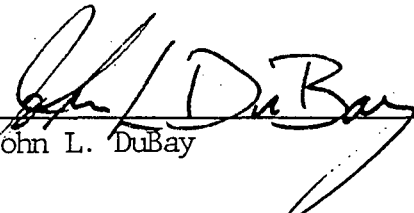
REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities & Property Management
Division

By


John L. DuBay

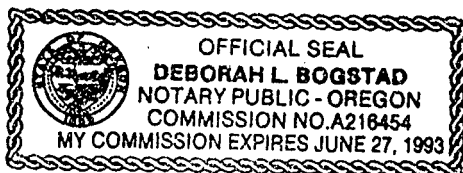
By



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 17th day of June, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

Meeting Date JUN 17 1993

Agenda No.: C-32

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment #6 to Supplemental Agreement 3013087

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

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Supplemental Agreement with City of Fairview for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 93-94.

6/22/93 originals to Bob Pearson
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or
DEPARTMENT MANAGER BH William

(All accompanying documents must have required signatures)

1993 JUN -8 PM 12:38
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONER

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 30130-87Amendment # 6

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-32</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> <u>BOARD CLERK</u> REVENUE

Department Environmental Services Division Transportation Date May 25, 1993Contract Originator Bob Pearson Phone 3838 Bldg/Room #425Administrative Contact same as above Phone Bldg/Room Description of Contract Supplemental Agreement with City of Fairview for Multnomah County to perform certain maintenance functions on city streets.RFP/BID # Date of RFP/BID Exemption Exp. Date ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Fairview
 Mailing Address PO Box 337
Fairview, OR 97024
 Phone (503) 665-7929
 Employer ID# or SS#
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$
 Total Amount of Previous Amendments \$
 Amount of Amendment \$ 44,999.00
 Total Amount of Agreement \$

REQUIRED SIGNATURES:

Department Manager BH Williams
 Purchasing Director [Signature]
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration
 (Class I, Class II Contracts Only)

Remittance Address
(If Different) Payment Schedule Terms

☐ Lump Sum \$ ☐ Due on receipt
☒ Monthly as work is performed ☐ Net 30
☐ Other \$ ☐ Other

☐ Requirements contract - Requisition required.Purchase Order No. ☐ Requirements Not to Exceed \$ Encumber: Yes ☐ No ☐Date 5/27/93Date Date 6/3/93Date June 17, 1993Date

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2788					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

SUPPLEMENT NO. 6

to

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1993.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1994, and amended to include Exhibits A through I attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

By

Fred M. Carlson
Mayor

By

Marileyn Holstrom
City Administrator

Multnomah County, Oregon

Henry C. Miggins
Henry C. Miggins, Acting Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

John L. DuBay
Deputy County Counsel

5887V

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-32 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

ESTIMATED COST FOR CITY OF FAIRVIEW

Fiscal Year 93-94

Contract Asphalt Paving	\$ 33,689
Contract Asphalt Paving Preparation	1,277
Street Sweeping	4,133
Mowing and Brushing	399
Shoulder Scalping and Rerock	2,126
Asphalt Skin Patching	2,084
Asphalt Grinder Patching	<u>1,291</u>
TOTAL	\$44,999

City of Fairview Contract Asphalt Paving

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Tons A.C.</u>
Depot St.	(Pt 329' E. of 1st St. - 6th St.)		615 Tons @ 2"
6th St.	(Depot St. - Main St.)		75 Tons @ 2"
3rd St.	(Depot St. - Main St.)		147 Tons @ 2"

Total Tons 837

Cost \$29,295

Estimated cost of \$33,689 includes material testing and inspection.

Exhibit C

City of Fairview Contract Overlay Preparation

<u>Street</u>	<u>Location</u>		<u>(Hours)</u>
Depot St.	(6th St. to E. of 1st St.)	Manual Cleaning	3 hrs
		Machine Cleaning:	3 hrs
6th St.	(Depot St. - Main St.)	Manual Cleaning:	1 hr
		Machine Cleaning:	2 hrs
3rd St.	(Depot St. - Main St.)	Manual Cleaning	2 hrs
		Machine Cleaning	2 hrs
		Total Manual Cleaning	6 hrs
		Total Machine Cleaning	7 hrs
		Cost	\$1,110

Estimated cost of \$1,277 includes mobilization, travel time, and unforeseen work.

City of Fairview Street Sweeping

Routine sweeping of Fairview Streets

Six hours for one sweeping	\$ 599
Sweeping six time a year	<u>x 6</u>
Total	\$3,594

Estimated costs of \$4,133 includes mobilization, travel time, and unforeseen work.

City of Fairview Road Side Mowing and Brushing

Road side mowing and brushing of various roads	8.0 hrs	\$347
--	---------	-------

Estimated cost of \$399 includes mobilization, travel time, and unforeseen work.

Exhibit F

City of Fairview Shoulder Restoration

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material</u>	<u>Labor Hours</u>
Depot St.	(6th St. - E. of 1st St.)		60 yds ³	4
6th St.	(Depot St. - Main St.)		12 yds ³	1
3rd St.	(Depot St - Main St.)		<u>8 yds</u> ³	<u>1</u>
			80 yds ³	6 hrs

Material Cost \$ 260

Labor & Equipment Cost 1,589

Total \$1,849

Estimated cost of \$2,126 includes mobilization, travel time, and unforeseen work.

Exhibit G

City of Fairview Asphalt Skin Patching

Street

Depot St.

Repair edge of roadway with Grader

Labor	6 hrs
Material	18 Tons AC
Cost	\$1,812

Estimated cost of \$2,084 includes mobilization, travel time, and unforeseen work.

City of Fairview Asphalt Grinder Patching

<u>Street</u>	<u>Location</u>
---------------	-----------------

4th St.	@140	3' x 6'
---------	------	---------

San Rafael St.	West of 214th	3' x 8'
----------------	---------------	---------

Labor	3 hrs
Materials	4 Tons A.C.
Cost	\$1,123

Estimated cost of \$1,291 includes mobilization, travel time, and unforeseen crack sealing.

Exhibit I

City of Fairview

For emergency, and unforeseen work as required by and agreed to by the City and County.

Cost to be billed at current employee, equipment, material, and overhead charges.

Meeting Date JUN 17 1993

Agenda No.: C-33

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment #6 to Supplemental Agreement 3012987

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

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Supplemental Agreement with City of Troutdale for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 93-94.

6/22/93 originals to Bob Pearson

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or
DEPARTMENT MANAGER BH William

(All accompanying documents must have required signatures)

RECEIVED OF
COUNTY COMMISSIONER
1993 JUN -8 PM 12:35
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 3012987Amendment # 6

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-33</u> DATE <u>6/17/93</u> <u>DEB. BOGSTAD</u> <u>REVENUE</u> BOARD CLERK

Department Environmental Services Division Transportation Date May 25, 1993Contract Originator Bob Pearson Phone 3838 Bldg/Room #425Administrative Contact same as above Phone Bldg/Room Description of Contract Supplemental Agreement with City of Troutdale for Multnomah County to perform certain maintenance functions on city streets.RFP/BID # Date of RFP/BID Exemption Exp. Date ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Troutdale
 Mailing Address 104 SE Kibling Street
Troutdale, OR 97060
 Phone (503) 665-5175
 Employer ID# or SS#
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$
 Total Amount of Previous Amendments \$ XXXXXX0000
 Amount of Amendment \$ 15,760.00
 Total Amount of Agreement \$

Remittance Address
(If Different) Payment Schedule Terms

☐ Lump Sum \$ ☐ Due on receipt
☒ Monthly as work is performed ☐ Net 30
☐ Other \$ ☐ Other

☐ Requirements contract - Requisition required.Purchase Order No. ☐ Requirements Not to Exceed \$

REQUIRED SIGNATURES:

Department Manager BH WilliamPurchasing Director (Class II Contracts Only) J. D. BayCounty Counsel County Chair / Sheriff Contract Administration (Class I, Class II Contracts Only) Encumber: Yes ☐ No ☐Date 5/27/93Date Date June 3, 1993Date June 17, 1993Date

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2775					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

SUPPLEMENT NO. 6

to

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The Agreement by its terms expire on June 30, 1993.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1994, and amended to include Exhibits A through G attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

By
Mayor

By J. L. L. L.
City Recorder

Multnomah County, Oregon

Henry C. Miggins, Acting Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature]
Deputy County Counsel

5889V

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-33 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Exhibit A

**SUMMARY OF ESTIMATED COSTS FOR CITY OF TROUTDALE
FISCAL YEAR 1993-94**

Chip Sealing	3,228
Crack Sealing	6,877
Asphalt Grinder Patching	3,485
Asphalt Skin Patching	1,363
Road Striping	<u>807</u>
Total	\$15,760

4077V

TROUTDALE CHIP SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Width</u>	<u>Sq. Yds.</u>	<u>Cost</u>
4th St.	Buxton Rd	Sandy Ave.	1033'	20'	2,295	\$1,572
Shoulder preparation (grade to expose edge of pavement)						<u>1,235</u>
Total						\$2,807

Estimated cost of \$3,228 includes mobilization, travel time, and unforeseen work.

TROUTDALE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost</u>
SE 33rd St	(200' W of SE Evans)		1	.5	
SE Evans Ave	(Stark St to Sweetbriar Ln)		2	1	
SE Douglas Ct	(SE Sweetbriar Ln to cul-de-sac)		3	1.5	
SE Clark Ct	(SE Sweetbriar Ln to cul-de-sac)		1	.5	
SE Lenore Cir	(SE 40th Ave to cul-de-sac)		1	.5	
SE Knorr Cir	(SE 40th Ave to cul-de-sac)		1	.5	
SE Dora Ct	(SE 40th Ave to cul-de-sac)		1	.5	
SE Stott Ave	(SE Sweetbriar Ln to SE 40th Ave)		2	1	
SE Lewis Ct	(SE 29th St south to cul-de-sac)		.5	.5	
SE Hicklin Ct	(SE 29th St south to cul-de-sac)		1	.5	
SE 26th St	(SE Llewelyn Ave to SE Evans Ave)		1.5	1	
SE 23rd St	(SE Llewelyn Ave to SE Evans Ave)		1	.5	
SE Hudson Ct	(SE 23rd St south to cul-de-sac)		.5	.5	
SE Hudson Ct	(SE 23rd St north to cul-de-sac)		1	.5	
SE Evans Ave	(SE Stark St to SE Evans Loop)		3	1.5	
SE Llewelyn Ave	(SE Evans Ave to SE Evans Ave)		3	1.5	
SE 24th Cir	(East off Llewelyn Ave)		.5	.5	
SE 29th Cir	(South of Llewelyn Ave)		.5	.5	
SE 30th Ct	(South of Llewelyn Ave)		1	.5	
SE 18th St	(SE Beaver Creek Ln-SE 18th Pl)		1	.5	
SE 12th Ave	(SE Chapman west to end)		.5	.5	
SE Chapman Ave	(SE Beaver Crk Ln to Troutdale Rd)		2	1	
SE Harlow Ave	(SE 14th St to SE Chapman Ave)		.5	.5	
SE 14th Ave	(SE Chapman Ave to SE Harlow Ave)		.5	.5	
SW Autumn Way	(NE Cherry Pk Rd to NE Troutdale Rd)		.5	.5	
SW Kings Byway	(SW 7th St to NE Cherry Pk)		1	.5	
SE Sandy Ave	(NE Troutdale Rd to SE 3rd St)		3	1.5	

TROUTDALE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost</u>
SE 6th St	(SE Harlow to SE Buxton Rd)		1	.5	
SW Hewitt Ave	(South off NE Cherry Pk Rd)		.5	.5	
SW 13th Pl	(Off NE 257th Dr)		1	.5	
SW McGinnis Ave	(SW 13th Pl to SW 12th St)		1	.5	
SW Clara St	(South off 15th St)		.5	.5	
SW Fox Ct	(South off NE Hensley)		1	.5	
SW Wright Ct	(South off NE Hensley)		.5	.5	
SW Sundial Ave	(South off SW 122nd St)		.5	.5	
SW Latourelle Pl	(South off Sundial Ave)		.5	.5	
SW 23rd St	(SW Dunbar Pl to NE 242nd Ave)		3	1.5	
SW Townsend Ct	(North off SW 23rd St)		.5	.5	
SW McGinnis Ave	(South off SW 25th St)		.5	.5	
SE 4th St	(SE Buxton Rd to SE Sandy Rd)		10	3	
Sandee Palisades Pk	(Off SE 26th St)		<u>.5</u>	<u>.5</u>	
		Total	55.5	30	
		Cost			\$5,980

Estimated cost of \$6,877 includes mobilization and unforeseen work.

TROUTDALE ASPHALT GRINDER PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material Asphalt</u>	<u>Labor Hours</u>	<u>Cost</u>
SE Sandy Ct (@ 1740)		grind (3' x 5')			
NE Graham Rd		1) grind at creek (approx 10 tons 2) @ M.P. 6 El Paso Gas (approx 5 tons)			
		Total:	15 Tons A.C.	6 Hours	3,030

Estimated cost of \$3,485 includes mobilization, travel time, and unforeseen work.

TROUTDALE ASPHALT SKIN PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	Description
SE Knarr Cir	(SE 40th Ave to cul-de-sac)		Low skin @ catch basin (3'x6')
SE Hudson Ct	(South off 23rd St)		@ 2416 (1'x 2')
SW 27th Way			(@ 505) Settlement (approx 1 ton)
SW Clara St	(south off SW 15th St)		@ 1620 (approx 1 ton) Utility settlement (2' x 10')
SW Fox Ct	(South of NE Hensley St)		@ 2120 Manhole settlement
SW Brink Ave	(SW 23rd St to SW 22nd St)		@ 2228 pothole 1' diameter
SW Edgefield Ct	(Off Columbia St)		@ 145 (approx 1 ton) <u>Manhole settlement</u>
		Total	6 Hrs approx 5 Tons AC
		Cost	\$1,185

Estimated cost of \$1,363 includes mobilization, travel time, and unforeseen work.

TROUTDALE PAVEMENT STRIPING

Cost
Dollars

Various Roads - Stripe center and shoulder lines

\$702

Estimated cost of \$807 includes mobilization, travel time, and unforeseen work.

4077V

Exhibit G

CITY OF TROUTDALE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employees, equipment, material, and overhead charges.

4077V

Meeting Date JUN 17 1993

Agenda No.: C-34

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment #6 to Supplemental Agreement 3012887

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

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Supplemental Agreement with City of Wood Village for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 93-94.

6/22/93 originals to Bob Pearson

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or
DEPARTMENT MANAGER BH Willis

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1993 JUN - 8 PM 12:35
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 3012887Amendment # 6

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-34</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK <u>REVENUE</u>

Department Environmental Services Division Transportation Date May 25, 1993Contract Originator Bob Pearson Phone 3838 Bldg/Room #425Administrative Contact same as above Phone Bldg/Room Description of Contract Supplemental Agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.RFP/BID # Date of RFP/BID Exemption Exp. Date ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Wood VillageMailing Address 2055 NE 238th DriveWood Village, OR 97060-1095Phone (503) 667-6211Employer ID# or SS# Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ Total Amount of Previous Amendments \$ Amount of Amendment \$ 53,190.00Total Amount of Agreement \$

REQUIRED SIGNATURES:

Department Manager BH WilliamsPurchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration (Class I, Class II Contracts Only) Remittance Address
(If Different) Payment Schedule Terms ☐ Lump Sum \$ ☐ Due on receipt☒ Monthly \$ as work is performed ☐ Net 30☐ Other \$ ☐ Other ☐ Requirements contract - Requisition required.Purchase Order No. ☐ Requirements Not to Exceed \$ Encumber: Yes ☐ No ☐Date 5/27/93Date Date 6/2/93Date June 17, 1993Date Date

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	150	030	6410			2776						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

SUPPLEMENT NO. 6

to

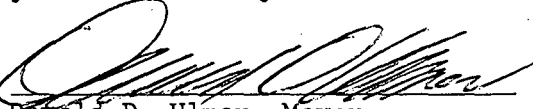
Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1993.

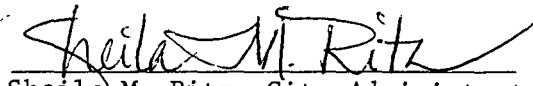
It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1994, and amended to include Exhibits A through H attached hereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Wood Village

By


Gerald D. Ulmer, Mayor

By


Sheila M. Ritz, City Administrator

Multnomah County, Oregon


Henry C. Higgins, Acting Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


Deputy County Counsel

5888V

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-34 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

Exhibit A

**SUMMARY OF ESTIMATED COST FOR WOOD VILLAGE
FISCAL YEAR 93-94**

Contract Asphalt Paving	\$43,712
Contract Asphalt Paving Preparation	1,932
Crack Sealing	877
Asphalt Skin Patching	957
Asphalt Grinder Patching	2,268
Street Sweeping	<u>3,444</u>
Total	\$53,190

WOOD VILLAGE CONTRACT ASPHALT PAVING

<u>Street</u>	<u>Est. Tons A.C.</u>
N.E. 236th Ave. (Arata Rd.-Stanley St.)	186
N.E. Stanley St. (179' West of 236th Ave. - 114' East of 236th Ave.)	90
N.E. 236th Ave. (Stanley St.-Shannon St.)	76
N.E. Shannon St. (117' W. of 236th Ave - 436' E. of 236th Ave.)	170
N.E. Shannon Ct. (South of Shannon St.)	32
Birch Ave. (Halsey St.- 238th Ave.)	207
Elm Ave. (Birch Ave. - 648' E of Birch Ave.)	200
N.E. 239th Pl. (Holladay St. - 376' N. of Holladay St.)	<u>125</u>
TOTAL TONS	1,086

Cost = \$38,010

Estimated cost of \$43,712 includes material testing and inspection.

Exhibit C

WOOD VILLAGE CONTRACT ASPHALT PAVING PREPARATION

	<u>Hours</u>	<u>Cost</u>
Machine Sweeping	8 Hours	\$ 720
Manual Cleaning	12 Hours	<u>960</u>
	Cost	\$1,680

Estimated costs of \$1,932 includes mobilization, travel time, and unforeseen work.

WOOD VILLAGE CRACK SEALING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material</u> <u>(Tons)</u>	<u>Labor</u> <u>(Hours)</u>
N.E. 231st Ct.	(North off Arata Rd.)		.5	.5
N.E. Village Ct.	(West off 235th Ave.)		.5	.5
N.E. 236th Ave.	(South off Arata Rd.)		2.0	1.0
N.E. Stanley St.	(South off 236th Ave.)		.5	.5
N.E. 237th Ave.	(South off Arata Rd.)		.5	.5
N.E. Holladay Ct.	(Off Holladay St.)		.5	.5
N.E. Holladay St.	(West of 23680)		<u>.5</u>	<u>.5</u>
			5 Cubes	4 Hours
			COST	\$763

Estimated costs of \$877 includes mobilization, travel time, and unforeseen work.

WOOD VILLAGE ASPHALT SKIN PATCHING 93-94Street

N.E. 236th Ave	@ 1551 @ 1553	Cable Crossing - broken up
N.E. 237th Ave.	@ 1345 @ N of 1345	2' x 4' utility settlement (will have cold patch in it) Settled crosscut
N.E. 239th Pl.	100' North of Holladay St.	2 holes in pavement
N.E. Oregon St.	@24122	sewer settlement (2 tons)
N.E. 236th Ave	(Shannon St. to Holladay St.)	Repair holes at driveway east side of hill
Total Material & Labor COST		5 Tons A.C. 4 hours labor \$832

Estimated cost of \$957 which includes mobilization, travel time, inspection, and unforeseen work.

WOOD VILLAGE ASPHALT GRINDER PATCHING 93-94

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material</u> <u>(Tons)</u>	<u>Labor</u> <u>(Hours)</u>
N.E. 236th Ave.	(South off Arata Rd.)		6	3
N.E. Stanley St.	(South off 236th Ave.)		<u>2</u>	<u>1</u>
	Total Materials & Labor		8 Tons. A.C.	4 Hours
	COST			\$1,972

Estimated costs of \$2,268 includes mobilization, travel time, and unforeseen work.

Wood Village Street Sweeping

Routine sweeping of Wood Village Streets

One Sweeping	\$ 599
No. of sweeping per year x	<u>5</u>
COST	\$2,995

Estimated cost of \$3,444 which includes additional for mobilization, travel time, inspection, and unforeseen work.

Exhibit H

CITY OF WOOD VILLAGE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at currently employee, equipment, material, and overhead charges.

PLEASE PRINT LEGIBLY!

MEETING DATE

6/17/93

NAME

JACK ADAMS (OR DAVID OLSON)

ADDRESS

CABLE COMMISSION
STREET

1120 SW 5TH #1021

CITY

PORT 97204

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

☒

OPPOSE

☐

SUBMIT TO BOARD CLERK

Meeting Date: JUN 17 1993

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Authorizing Rate Regulation of Cable Television

BCC Informal June 15 BCC Formal June 17
(date) (date)

DEPARTMENT Non-Departmental DIVISION --

CONTACT David C. Olson TELEPHONE 823-5385

PERSON(S) MAKING PRESENTATION Jack Adams/David C. Olson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 Minutes

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Under Federal Law, local franchising authorities must file for certification from the Federal Communications Commission in order to regulate rates of cable television service. The Consolidated Cable Communications Commission may file a joint certification on behalf of its member jurisdictions if authorized to do so. The resolution authorizes the CCCC to file a joint rate regulation certification.

6/18/93² certified true copies to Cable Office

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Dark Miggins*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1993 JUN -9 PM 12:42
CLERK OF
COUNTY COMMUNITY DEV
MULTI-COUNTY
OREGON

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

*City of Portland
Multnomah County*

*City of Gresham
City of Fairview*

*City of Troutdale
City of Wood Village*

FCC RATE REGULATION FACTSHEET

Updated May 17, 1993; prepared by OCC/FM staff

FCC Action: On April 1 the FCC announced a rule re-implementing cable rate regulation. To measure the reasonableness of cable rates, the FCC will utilize a series of national per-channel benchmark rates, based on a cable system's characteristics. Rate reductions will be based on rate levels as of September 30, 1992. If a cable system's basic or expanded basic rate as of 9/30/92 is above the benchmark rate, that rate may be reduced by 10 percent or to the benchmark, whichever results in the lesser reduction. The benchmarks will apply to both "basic" and "cable programming service" tiers. The FCC also froze all cable rates for four months, effective April 5, 1993, to give franchising authorities time to become certified for basic rate regulation, or to file complaints with the FCC for "cable programming service" tiers.

Certification process: The adjustment of local cable rates to align with federal benchmarks WILL NOT BE AUTOMATIC. It will be up to local franchising authorities to become certified and to take necessary action. We cannot apply for certification until the text of the FCC rule is published in the Federal Register, which is expected by the end of April. The certification process itself is relatively simple: a form is filed with the FCC which certifies that:

- we will adopt and administer rate regulation rules which accord with FCC rules;
- we have the legal authority to adopt, and the personnel to administer, such regulations; and
- our procedures in rate regulation provide a reasonable opportunity for consideration of the views of interested parties.

Local actions/process/timelines:

Here are the actions necessary, and the process and timelines applicable to the FCC rules:

By June 21: Authorizing resolutions passed by CCCC and governing bodies;

On June 21: Certification filed with FCC (automatically effective in 30 days);

By July 21: CCCC certification effective; CCCC empowered to regulate basic rates on behalf of all participating jurisdictions;

July-Sept: Rate regulation process begins

August 3: FCC-ordered rate freeze expires

Sept-Dec: Rate rollbacks implemented/subscriber should see reduced monthly cable bills.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing Filing)
of Rate Regulation Certification with) RESOLUTION
Federal Communications Commission) 93-229

WHEREAS the Cable Television Consumer Protection and Competition Act of 1992 ("1992 Cable Act") provided that the rates of every cable system not subject to effective competition shall be subject to regulation by the Federal Communications Commission ("FCC") or by a franchising authority certified by the FCC to the extent authorized by the 1992 Cable Act; and

WHEREAS on April 1, 1993, the FCC adopted rate regulations for cable systems, and froze for 120 days all cable rates in effect on April 5, 1993; and

WHEREAS the purpose of the FCC rate freeze was to allow sufficient time for franchising authorities to become certified to regulate basic service rates, and for consumers and franchising authorities to be able to file complaints to invoke FCC oversight of rates for cable programming services as defined by the 1992 Cable act; and

WHEREAS Multnomah County is a franchising authority within the meaning of the 1992 Cable Act. Multnomah County has entered into an intergovernmental agreement creating a Consolidated Cable Communications Commission ("Commission") to carry out cable regulatory matters, including rate regulation, over cable systems under its jurisdiction. On behalf of Multnomah County, the Commission will adopt and administer rate regulation rules which accord with FCC rules and regulations; has the legal authority to adopt, and the personnel to administer, such rules and regulations; and will ensure that all procedures in rate regulation provide a reasonable opportunity for consideration of the views of interested parties; and

WHEREAS the cable systems franchised by Multnomah County are not subject to effective competition within the meaning of the 1992 Cable Act.

NOW, THEREFORE, IT IS RESOLVED that Multnomah County authorizes the Consolidated Cable Communications Commission to file on its behalf a written certification with the Federal

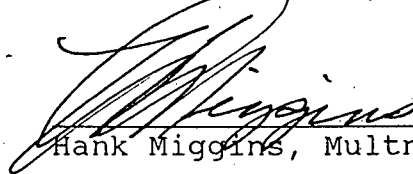
Communications Commission that the Consolidated Cable Communications Commission, on behalf of Multnomah County:

- * will adopt and administer rate regulation rules which accord with FCC rules and regulations;
- * has the legal authority to adopt, and the personnel to administer, such rules and regulations; and
- * will ensure that all procedures in rate regulation provide a reasonable opportunity for consideration of the views of interested parties.

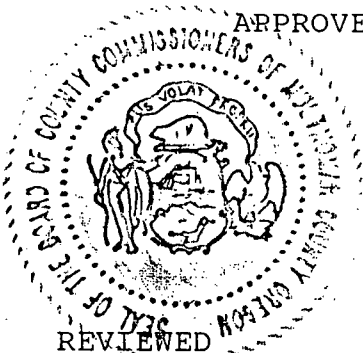
BE IT FURTHER RESOLVED that a copy of the written certification filed at the direction of the Consolidated Cable Communications Commission shall be provided to Multnomah County upon filing with the FCC.

APPROVED this 17th day of June, 1993.

MULTNOMAH COUNTY, OREGON



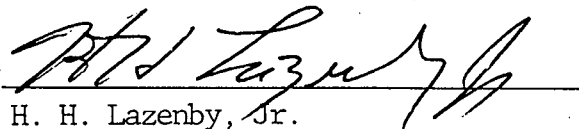
Hank Miggins, Multnomah County Chair



REVIEWED

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By



H. H. Lazenby, Jr.

Meeting Date: JUN 17 1993

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

Subject: Tax Title Policies and Procedures

BOARD BRIEFING Date Requested: June 15

Amount of Time Needed: 10 minutes

REGULAR MEETING: Date Requested: June 17

Amount of Time Needed: 5 minutes

DEPARTMENT: DES Division: Facilities Mngmnt

CONTACT: Mike Delman Telephone #: 248-5219

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION Comm. Hansen/Betsy Williams

ACTION REQUESTED

() INFORMATIONAL ONLY () POLICY DIRECTION () APPROVAL () OTHER

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

This resolution will establish some general policy guidelines for practices and procedures in Tax Title for the Director of DES and the County Chair.

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 AM 9:52
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL Gay Hansen

Or

DEPARTMENT MANAGER _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of implementing)
recommendations for improvement)
of Tax Title policies)

RESOLUTION
93-

WHEREAS, the Multnomah County Auditor's report indicated a need for change in current Tax Title practices and procedures.

AND WHEREAS, the Multnomah Board of County Commissioners are committed to improving existing procedures in Tax Title to improve the County's ability to serve a wide range of public needs.

THEREFORE BE IT RESOLVED that Multnomah Board of County Commissioners establish the following general policy guidelines to help the Director of the Department of Environmental Services and the County Chair in forming procedures and examining organizational form in Tax Title:

1. Policies and procedures should be proactive in collecting taxes before foreclosure is necessary.
2. Foreclosure should be avoided and used only as a last step to collect taxes.
3. Property in a neglected state or in an inevitable foreclosure situation should be foreclosed as quickly as legally possible.
4. Property coming to the county through foreclosure will be assessed as soon as possible for liability issues.
5. Property coming to the county should be disposed of as soon as is practical.
6. Property will be disposed in a manner to maximize the benefits to the public.
7. Properties in the county possession shall be maintained at a level that minimizes the impact to the adjoining property.
8. The County shall aggressively protect the value of the properties it holds.

ADOPTED THIS _____ day of _____, 1993.

by _____
Hank Miggins, acting chair
Multnomah County, Oregon

REVIEWED:



Lawrence Kressel
County Counsel

FOR MULTNOMAH COUNTY, OREGON

Laurence Kressel
MULTNOMAH COUNTY COUNSEL

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

Amendments to R-2 June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

1. Replace with

"Develop policies and procedures that outline tax collection process with timelines and enforcement."

COMMENT:

If last resort should be addressed it should be "eviction as last resort" foreclosure is a mandatory State scheme that the County cannot effect.

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St, Suite 1500
Portland, OR 97204
(503) 248-5217

Amendments to R-2 June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

2. Delete - Foreclosure is a result of non-payment of taxes and is procedurally addressed in the ORS and County Code.



Amendments to R-2 June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

3. There is not much leeway to effect the established time frames between tax delinquency and foreclosure. But I recommend the following amendments to shorten the time.

a) "Direct County Counsel to clearly define "waste and abandonment" as used in ORS 312.122 and then exercise that definition to foreclose earlier on properties that are deteriorating or losing value."

b) "Direct assessment and taxation to record the title the day the redemption period expires."

COMMENT:

This some times takes a couple of months normally tax title doesn't send out repurchase letters until the deed is recorded.

c) "Require that the repurchase request be filed within 30 days from the notice of right to repurchase and that the deed or contract must be executed within 90 days.

d) "Establish the specific timeline to cancel contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; or allowing liens to be places against the property."

COMMENT:

Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years to come.

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

Amendments to R-2 June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

5. Replace with

"Each property that is foreclosed should be categorized, a timeline and procedure for each category established, and implementation of schedule for the disposal of each categorized property."

BUDGET MODIFICATION NO.

NOND 35(For Clerk's Use) Meeting Date JUN 17 1993Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT NONDEPARTMENTALDIVISION EMERGENCY MANAGEMENTCONTACT PENNY MALMQUIST

TELEPHONE _____

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

This budget modification moves organization 6905 'Hazardous Spills Response' from the General Fund to the Federal/State Fund.

(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

A contract between the State and the County specifies that the State will reimburse the County for costs associated with hazardous spills cleanup. All expenses for this organization are paid for with revenue from the State. It is therefore appropriate for the County to account for this organization in the Fed/State Fund.

This budget modification does not change the amount appropriated for organization 6905.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN - 9 PM 12:39

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification \$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Chung Hui 6/8/93

Deborah Craghead 6/17/93

Ardis Craghead 6/8/93

MEETING DATE: JUN 17 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Contract 1992-95 Agreement between Multnomah County and MCSO and Corrections Officers.

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** 6-17-93

Amount of Time Needed: 15 minutes

DEPARTMENT: Nondepartmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** 248-5135
BLDG/ROOM #: B106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of Contract Agreement 1992-95 between Multnomah County and MCSO and Corrections Officers.

6/29/93 Original Signature
PAGES to JUDITH

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 AM 10:23
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Darrell Murray

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Board Of Commissioners

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

DATE: June 9, 1993

SUBJECT: MCCOA (Corrections Officer) Contract Ratification

Enclosed is the draft MCCOA contract for ratification. It includes (1) the terms of the arbitrator's award, (2) tentative agreements reached outside arbitration, and (3) language neither party proposed to change.

Due to extraordinary efforts to expedite payment of the employees' retroactive checks, the Board members will not know until the morning they vote on this agreement whether MCCOA's members have ratified the agreement. The payroll process has been set in motion to pay retroactivity and the new increased rates on the assumption that both sides will ratify. I have been assured by the Association's attorney that the chances of rejection are next to nil. In the event rejection does occur, I will advise the Board as to recommended steps. Otherwise, assuming MCCOA ratifies, I recommend Board ratification of the entire agreement. The principal substantive changes are as follows:

Wages: Effective 7/1/92 employees will receive a 5% across the board increase as ordered by the arbitrator. Effective 7/1/93, employees will receive a CPI formula based increase of 4.5%. Effective 7/1/94, employees will receive an increase equal to the increase in consumer prices with a minimum of 2.5% and a maximum of 4.5%. Also, work in a higher classification premium will be payable after the employee works a full shift in the higher class as is currently the case with local 88. The current threshold is two or five days, depending on the reason for the assignment. However, Corrections Branch management believes this will be a virtual no-cost item based on existing patterns of out of class work assignments.

Insurance: Effective 7/1/92 employees will move to the restructured dental and vision plans presently in effect for exempt employees, as proposed by the County. Also to be implemented are medical spending accounts, opt-out provisions, and new eligibility language governing primarily coverage during leaves of absence and at termination. The County has also been ordered by the arbitrator to offer coverage to domestic partners of members of this bargaining unit, but must elect whether to pay the premium or require affected employees to bear this cost. A separate resolution is being submitted for the agenda to effect an election as required. Finally, employees will be eligible for retiree medical insurance on the same basis as is presently applied to deputy sheriffs. The cost for this benefit is 0.77%, an amount already being charged to the MCSO budget to properly fund the benefit.

Vacation: The accumulation ceiling for employees with 10 or more years of service will increase to 400 hours, the same ceiling as applies to deputy sheriffs of similar tenure.

Communicable Disease Information: The arbitrator has ordered inclusion of language which requires the County to seek a voluntary release of medical records from an inmate to an employee exposed on duty to the inmate's bodily fluids.

Mileage: The rate applicable to mileage will be the IRS rate, an increase from the present \$0.20 per mile. Mileage is not a major expenditure category for this unit, and this change will bring the unit into conformity with other county bargaining units.

IAU Records Access: Access to IAU files in potential disciplinary cases has been a bone of contention on a variety of occasions. The Employment Relations Board in 1987 determined that the Association was entitled to a copy of the file under many circumstances. A subsequent interest arbitration award in 1989 imposed further but somewhat ambiguous requirements on the Sheriff's Office. The new language provides an orderly process for ensuring Association access to the file before an initial recommendation is made by the Chief Inspector of Internal whether discipline should be imposed.

Finally, the seniority list attached to the agreement as Addendum C includes the right heading but requires several minor modifications to accurately reflect employee seniority standing. Since the substantive rules governing seniority are included in the contract, updating the list is a technical matter which will be performed by administrative level memorandum of understanding once all necessary research is concluded.

Upon ratification by the Board (again, assuming MCCOA ratifies) I will obtain the Sheriff's signature.

I will be here on the 17th for the vote, but otherwise on leave. If you wish to reach me, you may do so through Ken Upton. You

can also attempt to reach me at home (249-0505) although my presence there will be sporadic. I will be happy to discuss any aspect of the agreement at your convenience.

c: Sheriff Robert Skipper
John Schweitzer

1992-95
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON,
THE MULTNOMAH COUNTY SHERIFF,
AND
MULTNOMAH COUNTY CORRECTIONS
OFFICERS ASSOCIATION

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY CORRECTIONS OFFICERS ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Officers Association, hereinafter referred to as "M.C.C.O.A."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment, consistent with the parties' objective of providing ever improving services to the people of Multnomah County that can be characterized as fair, economical and beneficial to the quality of life in this community.

ARTICLE 2

DEFINITIONS

A. For purposes of this Agreement, "probationary employee" means a permanent employee serving a twelve (12) month period to determine his or her suitability for continued employment. Such probationary period shall begin on the date of appointment from a list certified by the Employee Services Division. When a temporary employee becomes a permanent employee, time spent in temporary status shall apply to the probationary period, provided that the job classification is the same, the job responsibility is substantially the same, and there is no break in service.

B. For purposes of this Agreement, "supervisor" or "supervisory employee" is defined in ORS 243.650 - 243.782 means an individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. For purposes of this Agreement, "permanent employee" means an employee who following an examination process is appointed from a list of eligibles certified by the Employee Relations Division to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

D. For purposes of this Agreement, "temporary employee" is any non-permanent employee who has worked less than six (6) months.

E. For purposes of this Agreement, "day" as used in this Agreement shall mean calendar days unless otherwise specified.

F. For purposes of this Agreement, "hours of assigned work" shall be termed "G" shift, "C" shift, "E" shift and "relief" shift and shall be defined as follows:

1. "C" shift: any eight-hour work period which starts between 6 a.m. and 12 noon;

2. "E" shift: any eight-hour work period which starts between 12 noon and 7 p.m.;

3. "G" shift: any eight-hour work period which starts between 7 p.m. and 6 a.m.;

4. "relief" shift: any five-day work schedule which includes more than one (1) of the above eight hour work periods or has start times within the five-day work schedule which differ by more than two hours.

ARTICLE 3

RECOGNITION

The County recognizes the Association as the exclusive representative for the purpose of establishing wages, hours and conditions of employment for the Corrections Officers' bargaining unit. The parties recognize that the unit was certified October 11, 1984, by the Employment Relations Board as being composed of all permanent and probationary, non-supervisory Corrections Officers in the Multnomah County classified service (Corrections Officer and Correction Officer Supervisor [Sergeant]) excluding Program Manager Corrections (ranks of Lieutenant and above) and temporary employees (i.e., employees not appointed pursuant to Multnomah County Code 3.10 from a certified list of eligibles and who have served less than six (6) months). "Supervisory employee" as used above shall be defined in ORS 243.650.

The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

ARTICLE 4

MANAGEMENT'S RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Branch, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for just cause, to determine work schedules and assign work and any other such rights, insofar as these rights do not affect the meaning, interpretation or application of any other terms of this agreement. Management rights, except where abridged by specific provisions of this agreement, or general law, are not subject to the grievance procedure.

ARTICLE 5

ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or M.C.C.O.A. activities or because he refrains therefrom. In addition, no employee shall suffer restraint, interference, or coercion because of or in the exercise of any rights protected under the P.E.C.B.A. or in or because of any protected concerted activity. The M.C.C.O.A. shall have the duty to fairly represent all members of the bargaining unit, whether or not they are M.C.C.O.A. members.

ARTICLE 6

CHECK OFF

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

1. The M.C.C.O.A. membership dues of those M.C.C.O.A. members who individually request such deductions in writing on the form attached hereto as Addendum B;

2. A service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined M.C.C.O.A. within thirty (30) days of this Agreement or within thirty (30) days of becoming an employee, whichever date is later.

3. M.C.C.O.A. expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Union dues, the aforesaid in-lieu-of-dues payment shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and M.C.C.O.A., or in lieu thereof, the employee shall request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

4. The M.C.C.O.A. expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for non-chargeable political purposes by the Association.

The amount of service fee shall be set at the amount of dues generally deducted except as required by law.

The aggregate deduction of all employees for dues checked off and service fees shall be remitted each pay period to the M.C.C.O.A.

5. The County agrees to furnish the M.C.C.O.A. each month a listing of all new employees hired into the bargaining unit during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job description, work locations and home addresses.

ARTICLE 7

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slow-down, picketing (except informational picketing), or strike at any County facility or at any location where bargaining unit work is required during the life and duration of this Agreement. If any such work stoppage, slow-down, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist.

Employees in the bargaining unit, while acting in the course of their regular employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line for the purpose of performing work which does not properly fall within the scope and jurisdiction of this Association, and the job duties normally performed by members of this bargaining unit. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action including discharge. Such discipline shall require written notification before the action is taken and afford the employee an opportunity for an informal meeting with the appointing authority to discuss the proposed disciplinary action. There will be no lockout of employees in the unit by

the County as a consequence of any dispute during the life and duration of this Agreement.

ARTICLE 8

HOLIDAYS

1. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is understood that one of these personal holidays is in recognition and celebration of the contribution of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.33 hours of personal holiday time for each full month remaining in the fiscal year.

If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day and has no remaining personal holidays he or she shall be paid time and one-half for working the holiday. If the employee has remaining personal holidays, he or she may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two and one-half (2-1/2) times the regular rate or (b) opt to be paid one and one-half (1 1/2) times the regular rate and use his or her remaining personal holiday at a later time.

2. Taking of Holidays.

Employees shall be allowed to use the personal holidays singly or consecutively and they may be used in conjunction with regularly scheduled vacations. An employee may use personal holidays with 24 hours' notice or a shift commander's or designee's approval if there is a vacant slot on the vacation/personal holiday sign-up calendar. Approval shall be on a first-come first-serve basis.

3. Scheduling.

Employees may schedule the use of personal holidays by the same procedure employed for scheduling of vacation times, and the application of seniority shall apply on the same basis as it applies to vacation scheduling. However, if the right of seniority in selection of personal holidays is not employed at the same time as selection of vacation times, then the right of selection by seniority is waived. In any event, the County will make good faith efforts to assure availability of relief personnel whenever an employee gives the County at least ten (10) days advance written notice of a desired personal holiday time.

An employee may cancel a previously scheduled personal holiday with twenty (20) days' advance written notice to the employer, or with fewer days' advanced notice if the employer consents in writing. The employer may cancel a previously scheduled personal holiday only in case of a bona fide emergency. In such emergency, no prior notice is required. Cancellation of personal holidays scheduled through use of annual vacation

sign-up procedures shall be governed exclusively by Article 9, Section 3.

4. Unused Holidays.

Personal holidays do not accrue on the same basis as vacations. Personal holidays which have not been used by June 30 of the fiscal year shall be paid off at the rate of overtime (1 1/2 pay) for each unused holiday, that was requested but not granted, except New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. Unused holidays which were not requested shall be paid off at the straight time rate.

In the event of termination by resignation, lay-off, or discharge, holiday time will be compensated at the rate of 7.33 hours of straight time pay for each month worked during the current fiscal year, less the total hours of any personal holidays taken. Employees will not accrue personal holidays during a leave of absence without pay.

ARTICLE 9

VACATION LEAVE

1. Accrual. Employees shall accrue vacation time in accordance with the following schedule:
 - a. Less than five (5) years service, 3.08 hours per bi-weekly pay period of service, cumulative to two hundred (200) hours. After one (1) year of service, an employee shall be entitled to two (2) weeks (i.e., eighty (80) hours) vacation.
 - b. Five (5) years, but less than ten (10) years of service, 4.62 hours per bi-weekly pay period cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., one hundred twenty (120) hours) vacation.
 - c. Ten (10) years, but less than twenty (20) years of service, 6.15 hours per bi-weekly pay period cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e., one hundred sixty (160) hours) vacation.
 - d. Twenty (20) or more years service, 7.69 hours per bi-weekly pay period of service, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., two hundred (200) hours) vacation.

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Vacation times shall be scheduled by the County according to classification, based primarily on the needs of efficient operations and the availability of vacation relief. Employees shall have the right to determine vacation times by an annual sign-up, but in any case, vacation times shall be selected on the basis of seniority. Seniority shall be exercised only once a year and only to the extent of the employee's annual accrual.

Sign-up for vacation shall be in forty (40) hour increments with preference towards periods of days that mesh with or are contiguous to each employee's work week or weekend. Thus, an employee whose normal days off are Tuesday and Wednesday should attempt to schedule his vacation to commence on a Thursday and end on a Monday.

3. Change of Scheduled Vacation. Once a vacation has been scheduled, neither the employer nor the employee may change the scheduled vacation without first giving forty-five (45) days' notice to the other party of the change, except by mutual consent. This provision is not applicable to: (1) emergencies, or (2) situations where the employee has voluntarily transferred or has received a promotion since the vacation was scheduled. In situations where an employee has been involuntarily transferred, any vacation scheduled prior to the transfer shall not be changed.

4. Termination or Death.

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

5. Accrual During Leave.

Vacation leave shall not accrue during a leave of absence without pay which exceeds thirty (30) calendar days.

ARTICLE 10

SICK LEAVE

1. Accrual. Employees shall accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period worked , to be used in the event of his or her illness or illness of a member of his or her immediate household. Sick leave may be accrued on an unlimited basis.

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

2. Bereavement Leave.

In addition to regular sick leave, an employee shall be granted not more than three (3) days' leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services.

3. Immediate Family. For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, parents, children, grandchildren, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff upon request.

4. Reporting of Sick Leave.

Any employee who must be absent due to illness shall notify the supervisor on duty as early as possible but no later than one (1) hour before the beginning of his or her shift. Failure to so report may result in loss of pay for the day involved.

5. Maternity Sick Leave.

The use of sick leave during pregnancy shall be subject to the same standard as any other illness or injury under the terms of this Article except as provided by Section 8 of this Article (Parental Sick Leave).

6. Other Sick Leave Provisions.

a. Used sick leave shall be charged on the basis of forty (40) hours per week, or: (1) ten (10) hours per day for (4) day work week employees, or (2) eight (8) hours per day for five (5) day work week employees.

b. Sick leave charges in excess of accrued sick leave credits may be charged against earned and available annual leave or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

c. Sick leave shall be charged to the nearest full hour.

7. Sick Leave In Application to Final Average Salary.

In accordance with the terms of ORS 237.153, accumulated unused sick leave will be applied to final average salary.

8. Parental Sick Leave.

During the term of a parental leave mandated by Oregon Law, the employee on such leave may use accumulated sick leave up to twelve (12) weeks following birth or adoption of a child. The leave may extend for the full twelve (12) weeks regardless of parental leave taken by the other parent.

ARTICLE 11

OTHER LEAVES

1. Leave of Absence. Consistent with the needs of the County, leaves of absence without pay for a limited period, not to exceed one hundred eighty (180) days, shall be granted for any reasonable purpose and such leaves may be renewed or extended for any reasonable period.

Any employee who has been granted a leave of absence without pay and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his or her position with the County, and his or her position shall thereupon be declared vacated, except and unless the employee prior to the expiration of his or her leave of absence has made application for and has been granted an extension of said leave, or has furnished evidence that he or she was unable to apply for an extension of such leave by reasons of sickness, or physical disability, or physical impossibility of compliance.

2. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty and be absent from work on that day. Any employee required to attend jury duty shall be considered as a day shift employee with a schedule of Saturday and Sunday off without loss of shift differential for the employee's regularly assigned shift.

3. Voting Time.

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

4. Association Business.

a. Members of the Association selected by the Association to participate in Association activity shall be granted a leave of absence without pay at the request of the Association subject to availability of relief personnel

b. The Association negotiating team may be comprised of not more than seven (7) members of which up to three (3) may attend negotiating sessions without loss of pay. The Association shall notify the Chief Deputy of the Corrections Branch of the selected members not less than seven (7) days in advance of each negotiating session. The three (3) designated members shall be scheduled on day shift for the date scheduled for a negotiating session.

5. Educational Leave. After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary.

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

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

6. Tuition Reimbursement. The tuition reimbursement policy as set forth in the County's Board Order dated November 21, 1978, will be continued.

7. Military Leave.

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

b. Leave With Repayment. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled

shift provided that twenty (20) days notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract further rights under this subsection b shall be suspended for twelve (12) months from the date of the second infraction.

ARTICLE 12

HEALTH AND WELFARE

1. Medical-Hospital. The County agrees to contribute monthly on behalf of each eligible employee the entire monthly premium for "C" coverage benefits under the Kaiser Foundation Health Plan of Oregon, or to provide at no cost to the employee a plan of benefits including vision care as set forth in the ODS ASO Agreement currently in effect and incorporated herein by reference.

2. Dental Plan. The County agrees to contribute monthly on behalf of each eligible employee the entire monthly premium for the group dental service program "DNT 2" offered by the Kaiser Foundation Health Plan of Oregon, or to provide at no cost to the employee a plan of benefits as set forth in the ODS ASO Agreement currently in effect and incorporated herein by reference; PROVIDED, that effective July 1, 1993 the dental insurance plans currently offered to members of the bargaining unit shall be replaced by the plan benefits effective January 1, 1992 for Exempt County employees.

3. Vision Care. The County agrees to provide a Vision Care Program through ODS with the same benefits as provided during FY 1988-89 under the Blue Cross Vision Care Program Plan 2, for each eligible employee and family member/dependent enrolled in the ODS Medical Plan; PROVIDED that effective July 1, 1993 said plan shall be replaced by the plan benefits applicable to Exempt County Employees as of January 1, 1992.

4. Eligibility. a. Coverage under sections 1 through 3 of this Article shall include the employee and his or her immediate family (i.e. wife/husband and eligible children) or the employee's domestic partner and the partner's eligible dependents as provided in (b) below. Eligibility for coverage under Section 1 commences on the first of the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under section 2 commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and recommencement of coverage (toward which the county contributes) shall be governed as follows:

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

ii. Coverage When Going On Unpaid Leave. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) of the month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.

iii. Coverage Upon Return from Unpaid Leave. If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteenth (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County has contributed will be

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

b. Effective after implementation of the modified dental insurance plan as provided in this article and in lieu of spouse's coverage, a covered employee may enroll his or her domestic partner with whom he or she has a domestic partnership, as defined in ADDENDUM E, and the partner's eligible dependents for coverage under sections 1 through 3 of this article subject to the terms set forth in the Affidavit attached hereto as ADDENDUM E and by this reference incorporated herein. As a further precondition of coverage, all employees enrolling for new or changed coverage after the signing date of this agreement, whether married or with a domestic partner, shall be notified, in writing, that they are required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit attached hereto as ADDENDUM E. Employees whose marriage or domestic partnership terminated must complete, sign, and file with the Employee Services Division a copy of the statement of Termination of Marriage/Domestic Partnership set forth in ADDENDUM F of this

agreement. Enrollment times and other procedures for administration of medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

c. The County will make domestic partner coverage available to bargaining unit members either (1) with the increased premium expense borne by the employee electing to procure such coverage, or (2) at the County's expense, if it so elects.

5. Successor Plans or Carriers

The County may change the above insurance plans or carriers subject to the following terms and limitations:

a. If the County chooses to change from a plan or carrier which is still available, the County agrees that the overall existing level of benefits for each such plan will not be reduced.

b. In the event that any of the above insurance plans are no longer available, the County agrees to provide to affected employees a substitute plan for the same service delivery type, if available, at substantially the same or better benefit levels. If a plan or carrier is discontinued and no substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan subject to carrier approval. If such enrollment is delayed, the employee will be reimbursed for each month of missed coverage

in the amount of the monthly payment normally made to Kaiser for the missed form of coverage.

6. Health Plan Benefit Provisions.

Both the County and the Association recognize that the increase in cost of health care significantly exceeds the increase in cost for other goods and services. To further explore this issue the County and the Association jointly agree to explore the creation of a joint Health and Welfare Trust, or other joint Health and Welfare Committee, for the purpose of providing all County employees with medical, dental, life and such other benefits as may be agreed upon. No trust shall be established or the product of a joint Health and Welfare Committee implemented in application to this Bargaining Unit without agreement by the Association to the specific Trust Proposal or committee recommended package, except as allowable under Section 5. above.

7. Life Insurance. The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000), with a double indemnity provision. Retirees of the Public Employees Retirement System will be provided with two thousand (\$2,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance by payroll deduction with premiums varying according to age of the employee.

Insured employees will be provided a certificate evidencing such insurance.

8. Physical Examination. Each employee shall, at the option and request of the County as a condition of continued employment, submit to a physical examination by a physician selected by the County with all costs for such examination being borne by the County. Such employee shall authorize the examining physician to forward a copy of the report to the Sheriff's Personnel Office as well as to the employee examined. Such physical examination shall not be mandatory for each employee more than once in each fiscal year.

9. Defense and Indemnification. The County shall defend and indemnify employees covered by this Agreement against all claims and judgments incurred in or rising out of the performance of their official duties.

10. Retiree Medical Insurance. Retirees from this bargaining unit shall be eligible to participate in the County's medical plan subject to the following provisions:

a. For purposes of this section, "retiree" refers to a person who retired from the County on or after July 1, 1992 and, at the time of retirement, occupied a position covered by the M.C.C.O.A. bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the M.C.C.O.A. bargaining unit.

b. Except as otherwise provided in this section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

c. To the extent members are permitted to choose among two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

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

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

i. five (5) years of continuous county service immediately preceding retirement prior to age fifty-eight (58) years, or

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

iii. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

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

g. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection 6 of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

h. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e. 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the

monthly premiums under this section shall be timely if the retiree has authorized and instructed P.E.R.S. to regularly deduct his or her portion of the premium from his or her pension check and remit that amount to the County's collection agent, or if it is a sufficient amount and received by the County's designated collection agent from the retiree each month no later than thirty (30) days preceding the month for which the resulting coverage will apply. The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

i. In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical insurance or benefits plan which provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to M.C.C.O.A. and retirees affected by the cancellation.

j. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state

or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of the premium so that the net County costs will remain unchanged.) In such event, upon request by the County, M.C.C.O.A. agrees to meet and discuss alternatives which may have greater tax advantages for members and the County.

11. Long-Term Disability Insurance. The employer shall purchase on behalf of each employee a long-term disability insurance policy. The policy shall provide benefits identical to those provided under the group long-term disability policy 604829 dated September 1, 1988, for Multnomah County issued by Standard Insurance Company; except that the elimination period shall be ninety (90) days.

12. Prescription Drug Rider/Kaiser. The employer shall pay the full cost of a five dollar (\$5.00) co-pay prescription drug plan for employees participating in the Kaiser Medical Plan.

13. Waiver of Coverage. The County may offer employees cash payments in exchange for an employee's agreement to waive coverage under any of the health and welfare benefit plans referenced in this Article. Such payments will be offered to bargaining unit members on the same terms offered to similarly situated members of the Sheriff's Deputies Bargaining Unit.

14. Medical Spending Account. Effective July 1, 1993 the County shall offer members of the bargaining unit the opportunity to use voluntary medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pretax funds.

15. Right To Communicable Disease Information. If an employee is exposed while on duty to the blood or bodily fluids of an inmate, the County shall immediately request the inmate to voluntarily release his or her medical records to the employee's physician. The County shall, upon receipt of the release, provide appropriate medical information to the employee's physician. If an inmate refuses to sign the release, the County shall notify the officer and MCCOA concerning the matter.

ARTICLE 13

WORKERS' COMPENSATION

1. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's doctor, the State Workers' Compensation Department or Board (or its successor) or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

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

a. Supplemental benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim.

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

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

d. The employee will receive supplemental payments for each day of absence for which he/she receives Workers' Compensation time loss payments.

e. If the absence due to disability is for a period of thirty (30) days or more, and the employee's physician's statement states that the employee will be unable to resume the full unrestricted duties of his or her classification within 180 days after the date which the employee is first off the job due to the current disability, the Sheriff has the sole and exclusive discretion to terminate the supplemental benefits or PERS continuation. If the employee's physician states that the employee will be able to resume the full unrestricted duties of his or her classification within 180 days after the date the employee is first off the job due to the current disability, the Sheriff may arrange for an additional medical examination by a

physician chosen by the Sheriff. If the physician chosen by the Sheriff states that, in his or her judgment, the employee is unlikely to return to full unrestricted duty within 180 days, the Sheriff has the sole and exclusive discretion to terminate supplemental benefits or PERS continuation benefits. The findings of the physician chosen by the Sheriff are unappealable in any forum.

The Sheriff has the sole and exclusive discretion to terminate supplemental benefits or PERS continuation benefits in the following additional circumstances:

1. after 180 days from the date the employee is first off the job due to the current period of disability, or
2. after the employee has received supplemental benefits or PERS continuation for a total of 330 work days on any specific injury. This 330 work day limitation shall only apply to injuries which occur on or after 3/8/91.

f. If the physician chosen by the Sheriff finds that the employee is likely to return to full duty within 180 days, or if the Sheriff does not challenge the employee's physician's statements to that affect, the Sheriff shall continue to pay supplemental or PERS continuation benefits during the employee's disability, subject to the Sheriff's discretionary ability to terminate his benefits as stated in subsections (e) 1 and 2 above.

g. The parties agree that the Sheriff's discretionary decision to terminate benefits in excess of requirements of paragraphs (e), or (f), shall be unappealable in any forum.

4. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his or her sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

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

6. The County shall continue to provide medical and dental benefits as provided by Article 12 from the first day of occupational disability throughout the period the employee receives supplemental benefits or benefits under the PERS Continuation Program.

7. The County and the employee shall continue to make retirement contributions, including employee "pick-up", based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

8. The employee shall receive his or her supplemental benefits for a given pay period on the regular payday for that period.

9. The probationary period may be extended for a period equal to the time off work due to a compensable injury provided that the total probationary period excluding time off does not exceed twelve (12) months.

10. PERS Continuation Program. An employee with ten or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits.

a. Written Election. Eligible employees who wish to participate in the PERS Continuation Program shall sign an election form and present it to the Multnomah County Finance Division, Payroll Office. A copy of the election form is attached as Addendum "D" of this Agreement.

b. Benefits. The employee will receive 100% of his or her regular straight time salary retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section 13 (3) of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits is made. The effective date of the election will be

retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but his or her claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

c. Duties of Participating Employees.

(1) The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

(2) The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance Division on or before the seventh (7th) day, or make sure that the payment is

actually received by the Finance Division by mail no later than the seventh (7th) day. Receipt means actual receipt of the check. An employee who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

d. (1) Delinquency. An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

(2) County Duty to Notify Employee. When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

(3) Collection Fees for Late Payments. In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment

after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight hundred dollar (\$800) delinquency within one week after receipt of the notice of delinquency will be assessed fees and penalty of one hundred six dollars (\$106) (fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee.

(4) The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

(5) Request for Penalty Waiver. A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

e. Length of Coverage. An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as a Corrections Officer with Multnomah County. Once selected, the election shall continue for three continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

ARTICLE 14

SENIORITY AND LAYOFF

1. Definition of Seniority.

Seniority shall be determined as follows:

- a. Total length of unbroken service within job classification; if a tie occurs, then
- b. Total length of unbroken service within the bargaining unit; if a tie occurs, then
- c. Total length of unbroken service with the Corrections Branch; if a tie occurs, then
- d. Total length of unbroken service with the County; if a tie occurs, then
- e. Score on the Civil Service examination; if a tie occurs, then
- f. Filing date of the application.

2. Computation of Seniority.

a. Seniority through and including June 30, 1992. Seniority for time served prior to July 1, 1992 shall be in accordance with Addendum "C", which by this reference is incorporated herein, and in the event of bumping or voluntary demotion to a vacancy in lieu of layoff, in accordance with Section B. (6) below. Nothing contained in Addendum "C" shall affect already determined dates of probationary service.

b. Seniority for time served subsequent to July 1, 1992. Seniority for time served subsequent to July 1, 1992 shall be in accordance with the following rules:

(1) Time on authorized leave taken with pay will be counted.

(2) Time spent on a leave of absence without pay which exceeds thirty (30) days will not count.

(3) Time spent in a trainee capacity (e.g., CETA, or Intern Programs) will not be included.

(4) At the time of initial hire in a permanent capacity, temporary time served which counts toward the probationary period as provided in Article 2.A. shall also count toward seniority.

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

(6) An employee who transfers to a lower classification in the promotional line within the bargaining unit will be understood, for purposes of these guidelines, as having accrued seniority in their present classification plus the seniority accrued in the higher classifications held by them prior to their transfer.

(7) Time spent on layoff will not be included.

(8) Service is "broken" for purposes of this Article by discharge, voluntary quit from employment with Multnomah County, promotion or transfer out of the bargaining unit except as specifically provided in Subsections 3.B.(2) d. iv. and 3.B.(2) d. v., below, or expiration of the layoff list.

3. Application of Seniority.

A. Retirement. It is understood that seniority dates as established in this Agreement do not apply to retirement benefit calculations.

B. Layoff and Bumping.

(1) The Basic Layoff Rule. Reductions in force are to be identified by classification. Employees holding positions shall be subject to transfer, demotion, or layoff options in inverse order of seniority.

(2) Bumping.

a. Definitions.

i. Bumping.

The replacement of an employee with less seniority by an employee with more seniority.

ii. Promotional Line.

A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the layoff provisions of this Agreement: Corrections Officer, Corrections Supervisor (Sergeant).

iii. Classification previously held.

A "classification pre-

viously held" refers to a classification in which the employee served as a regular employee.

b. Bumping employees in the same classifications.

If no vacancy exists, the employee may bump an employee with less seniority.

c. Bumping employees in a lower classification.

An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (1) a vacancy exists, or (2) if no vacancy exists, the employee has more seniority than the employee in the lower classification. For purposes of this subsection seniority includes unbroken service accumulated in both the higher and lower classifications in accordance with 3.B.(2) a. ii. above.

d. Special employee categories.

i. Employees without permanent status.

Within a classification, temporary and other employees who do not have permanent

status will be laid off before employees with permanent status, will not be placed on layoff lists, and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

ii. Permanent employees on temporary appointment.

A person who had acquired permanent, non-probationary status in a classification and who subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

iii. Probationary employees.

Time spent on layoff will not count toward the probationary period.

iv. Trial service period.

The trial service period shall not exceed one (1) year. An employee who has not completed a trial service period following promotion and is laid off or terminated for non-disciplinary reasons shall be afforded bumping rights to the classification previously held prior to promotion according

to seniority. Time served in the higher classification shall be deemed service in the classification previously held. For purposes only of this subsection, the first year of service in an exempt Corrections Branch classification shall be deemed a trial service period and time served shall be treated as in any other classification.

v. Exempt Corrections Branch Employee.

An employee may be bumped by an exempt Corrections Branch employee who was previously a member of the bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 3.10.110(c). In such event only time served in bargaining unit status shall be counted.

(3) Notification and Placement on the Layoff List.

a. Notice. All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff, advise that the layoff is for reasons not reflecting discredit on the employee, and inform the

employee of any transfer or demotion option which the employee may possess under this Agreement. The Association shall also receive such notification.

b. Offer of Transfer or Demotion.

An employee who is subject to layoff and who is offered a transfer and/or demotional option will indicate a preference within five (5) days of receipt of notice. Failure to do so will be deemed as agreement to accept layoff status.

c. Placement on List.

The name of an employee who is laid off shall be placed on a layoff list by seniority for the classification which he last held and any other lower classification in the promotional line. An employee who accepts a lateral transfer or elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a demotion shall be placed on a layoff list for the classification from which he was demoted.

d. Time in Layoff Status.

Employees are entitled to have their names remain on a layoff list for twenty four (24) months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- i. Upon written request of the employee; or
- ii. Upon election to take retirement status; or
- iii. Upon acceptance of permanent reappointment from the layoff list; or
- iv. Upon declining an offer of permanent reappointment; or
- v. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

(4) Recall of Laid-Off Employees.

When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association

that re-employment would not be in the best interest of the County by reasons that the employee is no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

C. Shifts and Days Off.

Whenever there is more than one (1) shift within the same job classification, employees shall, on an annual sign-up basis, indicate their preference of shift and days off according to their respective seniority. The Chief Deputy of the Corrections Branch will make shift assignments based on seniority preference to the extent that he determines they are consistent and do not conflict with the needs of the Office of the Sheriff. Such determinations by the Chief of Corrections shall be reasonable.

4. Work assignment. The County reserves the right to make work assignments; however, no assignment shall be for solely arbitrary or capricious reasons.

ARTICLE 15

HOURS OF WORK

1. Work Day.

A. The work day shall consist of eight (8) consecutive hours plus a fifteen (15) minute roll call security briefing.

B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) additional hours except in a bona fide emergency.

C. Employees shall be entitled to be paid for all time they are required to be on the job, or at the corrections facilities, including but not limited to the 15-minute roll call security briefing, and all other portions of their work shift. Nothing in this section shall be construed to prevent the employer from scheduling the 15-minute briefing period as part of the eight-hour work shift, but if the employer schedules it outside said shift, the employer shall compensate employees for the time outside the shift.

2. Work Week. The work week shall consist of seven (7) days, during which each employee will be scheduled to work five (5) consecutive days with two (2) consecutive days off. Except for the fifteen (15) minute briefing period, any work in excess of forty (40) hours within a work week shall be subject to the payment of overtime, per Article 16.

3. Time Off between Shifts. No employee shall be required to work more than one (1) shift with seven (7) hours and

forty-five (45) minutes or less off, between shifts, during each scheduled work week and except as provided in Section 4 shall have not less than forty-seven (47) hours and forty-five (45) minutes off between scheduled work weeks, unless voluntarily waived.

4. Work Schedules.

A. Posting and Vacation Relief. Except as provided in Sections 5 and 6 of this Article, and during a bona fide emergency, work schedules including any overtime showing each employee's shift, work days and hours shall be posted on all employee bulletin boards at all times and shall not be changed unless posted for ten (10) days.

B. Change of Days Off. Change of shifts and/or days off as the result of the annual sign-up or voluntary shift or day off changes may necessitate on a temporary basis irregular scheduling of days off to include split weekends as well as shorter than normal periods between shifts or weekends. Such changes are allowable without application of other provisions of this Agreement provided:

(1) Limitation of disruption of days off. Days off following fourteen (14) days of assignment to the new shift shall be in accordance with the new weekend days assigned.

(2) Break days. The employee shall not be scheduled to work more than five (5) days in a row without a break day. Hours worked in excess of these five (5) days shall be paid at the overtime rate of pay. Days worked immediately

prior to the shift change shall be included in the five (5) day requirement of this subsection.

(3) Time between shifts.

a. Involuntary changes. In cases of involuntary shift changes, the employee's new shift shall not begin less than 23.75 hours following the last shift; provided, however, this limitation shall not apply upon return to original shift in instances of temporary shift changes. An employee may voluntarily waive this provision.

b. Voluntary changes. In cases of voluntary changes, the employee's new shift shall not begin less than eight (8) hours following the last shift.

c. Annual sign-up. Shift changes at the time of the annual sign-up shall be deemed voluntary unless the employee is not granted his or her expressed shift preference from remaining options at the time he or she signs up.

(4) Shift weekends. No change of shift under the terms of this section shall result in more than one split weekend. It is further specifically understood that in the instance of a temporary change in shift during the year no more than two split weekends would result, i.e. one going into the temporary shift and one upon return to the permanent shift.

(5) Bi-weekly. No employee shall be paid less than eighty (80) hours in a bi-weekly pay period as the result of the application of the provisions of this section; provided further, however, that hours worked in excess of eighty (80)

hours in a pay period as the result of the application of this Article shall not be eligible for overtime except as provided in Subsection (2) Break days.

5. Voluntary Shift Changes.

a. Except as provided in Section 4 above, all shift changes shall be made on a voluntary basis and for a single shift only.

b. Any employee voluntarily changing a shift will be paid a premium in accordance with Article 16, Section 9.

6. Voluntary Waiver of Ten (10) Days Notice. An employee may at any time voluntarily waive the ten (10) day notice of shift and schedule change by signing a waiver authorization form.

7. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days.

8. Security Briefings. Corrections Officers may be required to attend security briefing for fifteen (15) minutes before the commencement of each shift.

9. Court Subpoenas or Writs.

Employees in receipt of a subpoena, summons, or writ shall immediately notify his or her facility commander of the scheduled time of appearance or deposition. A copy of the

subpoena, summons, or writ shall be delivered to the facility commander as soon as practicable. Upon completion of court appearance or deposition, if during a regularly scheduled shift, the employee shall contact the facility commander for reassignment. The parties agree that the Memorandum of Understanding entered into between the Sheriff and Union President during fiscal year 1988-89 concerning administration of this section shall remain in effect for the term of this Agreement.

10. Meal Periods. Subject to interruption based on operational needs, all employees shall be granted a thirty (30) minute meal period during each work shift, which shall be with pay. The County shall permit any employee who is requested to and does work two (2) hours beyond his regular quitting time, time off for his meal. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

11. Meal Costs Not Included in Overtime Calculations.

In accordance with 29CFR 548.304, the parties agree that the cost of meals shall not be included in regular pay for the purpose of computing overtime.

12. Overtime Waiver.

The parties waive application of ORS 279.340.

13. Implementation of 7.k. Provision of the FLSA.

The parties recognize and agree that the Office of the Sheriff has implemented a 7.k. exception in connection with the effective date of application of the Fair Labor Standards Act to

State and Local Government, April 15, 1986. The terms of the exception are:

- Work Period - 28 days
- Maximum Hours - 165.5

ARTICLE 16

WAGES AND CLASSIFICATIONS

1. Wages and Classifications Schedule. Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be considered a part of this Agreement.

When any position covered by this Agreement but not listed on the Wage Schedule is established, the County may designate a job classification and pay rate for the position, which rate shall bear a just and proper relationship to existing rates within the bargaining unit.

If the Association does not agree that the classification and/or rate are proper, the parties mutually agree to meet and confer on the specific objections raised by the Association.

Whenever an employee performs work in a higher classification for one (1) shift or more, the employee shall be paid for the entire period at the rate assigned to the higher classification in the appropriate step according to promotional policy.

Employees who work regularly on a part-week basis in a higher classified job will be paid the higher rate for all hours worked in such assignment.

Management will not attempt to avoid paying the higher rate by rotating the assignment or by other circumvention.

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

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

4. Call-In Time. Any employee who is called to work outside his regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2) of the regular rate. This provision does not apply to compensation for court appearances.

5. Overtime. Except for the fifteen (15) minute briefing period, time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. All authorized work performed in excess of eight (8) hours in any work day.
- b. All authorized work performed in excess of forty (40) hours in any work week.
- c. Overtime worked shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15)

minutes shall be considered one-half (1/2) hour for pay purposes.

- d. All authorized work performed on the first day following the normal work week shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate.
- e. All authorized work performed on the second day following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided that the employee has worked such overtime as was offered him/her in the first day following the normal work week. In no case shall double time apply to a day declared a state of emergency by the Governor or the Multnomah County Chair.

6. Court Time. Whenever an employee is required to appear in court outside his regularly scheduled shift, he shall be compensated for such time at the rate of time and one-half (1-1/2) for all time spent in such court appearance, with a minimum of four (4) hours compensation at the overtime rate. This minimum guarantee shall not be applicable to court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift.

7. Distribution. All overtime work shall be distributed as equitably as practical among employees within the same job

classification in each agency. The requirement of Article 15, Section 1, concerning the work day, shall be controlling.

No employee will be required to work more than an eight (8)-hour day, where volunteers, including seventh day volunteers, are available to perform the work except in a bona fide emergency.

8. Mileage Pay. Whenever an employee is temporarily required to report to work at any location more distant from his home than his permanent place of reporting, he shall be paid at the rate approved by the IRS for non-taxable reimbursement of such expenses (twenty-eight cents [\$0.28] per mile at the time this 1992-95 agreement was signed) for the additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it apply whenever an employee is required to appear in court and a county car is available. Current practices regarding pay during travel to and from temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20) or at the end of the fiscal year, whichever first occurs.

9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of 3% to employees for all hours worked on shifts beginning between the hours of 12:00 Noon and 7:00 p.m., and an hourly premium of 4% to employees for hours worked on shifts beginning between the hours of 7:00 p.m. and 6:00 a.m., and an hourly premium of 5% for all employees who are assigned to work a relief shift.

Employees assigned a shift change pursuant to Article 15, Section 5, shall be paid an hourly premium of 20% for all hours worked on the assigned shift change.

10. Trainer Pay.

Any Corrections Officer required to perform the extra duties of a Trainer shall be paid a differential of five percent (5%), in addition to his base pay, for all time spent performing the duties of a Trainer.

11. Emergencies. Officers will respond to all emergencies when called.

12. Court Cars. The existing practice of providing court cars at Sheriff's Office Headquarters (122nd and Glisan) shall be continued; provided, however, it is understood that such cars are available on a "first come, first served" basis.

13. Pension.

A. PERS Membership.

Employees shall be eligible for participation in the Oregon Public Employees Retirement system (PERS) (coverage for Police Officers and Firefighters) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Oregon Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

B. PERS "Pick-Up".

The County shall "pick-up" the employee contribution to PERS, six percent (6%), as permitted by ORS 237.051.

ARTICLE 17
CORRECTIONS SERVICE AND
TRAINING ACHIEVEMENT PROGRAM

In order to maintain and improve officers' health and corrections skills, as well as to increase their participation in community life, the parties adopt the following voluntary achievement program for bargaining unit members:

1. Achievement Levels

<u>Level</u>	<u>Incentive Pay Above Wage Step</u>	<u>Requirements Outline</u>
I	4.00%	<ul style="list-style-type: none">· <u>To qualify:</u><ul style="list-style-type: none">1) Five (5) years of service with Multnomah County Division of Corrections in corrections field; and2) Possession of a current Intermediate BPST Certification.· <u>To maintain</u> <u>eligibility:</u><ul style="list-style-type: none">30 hours of qualified In-service training within each fiscal year following the date of initial qualification.
II	7.00%	<ul style="list-style-type: none">· <u>To qualify:</u><ul style="list-style-type: none">1) Seven (7) years of service with Multnomah County Division of

Corrections in Corrections field;
and

2) Possession of a current Advanced
BPST Certification.

· To maintain
eligibility:

30 hours of qualified In-service
training within each fiscal year
period following the initial date
of qualification.

2. Explanation of Requirements

A. BPST Corrections Certification

The officer must obtain and maintain Board on Police
Standards and Training (BPST) Intermediate Corrections
Certificate for Level I and Advanced Corrections Certificate for
Level II.

B. In-service (IST) - Education, Training, and
Community Service

(1) Only off-duty education, training, and
community service which meets with and receives the advance
written approval of the Chief of Corrections, or his designee(s),
shall count toward the initial qualification IST requirements and
the annual maintenance IST requirements set forth in Section 1
above, but credits for maintenance IST shall not apply toward
BPST qualification at succeeding program levels. Each fiscal
quarter, the Chief Deputy of the Corrections Branch or his

designee(s) shall publish and post on Branch bulletin boards a list of those activities (courses, community services, training, etc.) which will be generally granted approval. However, this shall in no way limit the Chief Deputy of the Corrections Branch's discretion to add or delete items from the list; provided that removal of an item from the list shall not disqualify credit for those employees who have previously received individual approval to perform the affected activity. An employee selecting activities from this list must nonetheless receive advance written approval for such activities from the Chief Deputy of the Corrections Branch, or his designee(s), since it is the parties' intent that employees engage in a diverse program of combined training, education, and community service insofar as practicable. Repetition of activities may be permitted, at the Chief Deputy of the Corrections Branch's discretion. The following provisions shall also apply:

(a) Each quarterly hour of college credit shall be converted to ten (10) hours of IST, and each semester hour of college credit shall be converted to fifteen (15) hours of IST, provided that only college credits certified in writing by the employee as having been obtained at the employee's expense, completed with "C" (satisfactory), "P" (pass), or better, and taken while an employee of the Corrections Branch, count toward IST hours.

(b) Hours of training in corrections techniques, administration, etc., shall count hour-for-hour toward the IST requirements.

(c) Hours of community service shall count toward IST requirements only for activities which, in the Chief Deputy of the Corrections Branch's judgment, are beneficial to the citizens of Multnomah County.

(d) If a particular activity is approved by the Chief Deputy of the Corrections Branch, or his designee(s), under clauses (b) or (c) above, the Chief Deputy of the Corrections Branch, or his designee(s), shall specify (in advance) the number of hours to be credited for the activity. Further, if in the judgment of the Chief Deputy of the Corrections Branch (or that of his/her designee(s)), the activity is such that requires substantial travel time or substantial preparation time of the employee, the Chief Deputy of the Corrections Branch shall (in advance of the activity) determine the number of IST credits to be given for such travel time or preparation time. In no case will travel time credit exceed two (2) hours, nor shall preparation time exceed twenty-five percent (25%) of the hours approved for performance of the primary activity.

(2) Failure to meet IST requirements. If an employee fails to meet IST maintenance requirements at his or her highest level of participation by June 30, prior to each fiscal year, then the employee will be ineligible for pay until October

1 for participation in the program. If the employee has not made up the hours by September 30, then he or she will be ineligible to participate for the remainder of that fiscal year and will become eligible for the subsequent fiscal year only when uncompleted hours are made up.

(3) Posting. Training hours completed by each employee will be posted on a quarterly basis on all correctional facility bulletin boards. Training hours opportunities will be posted when they become available.

C. Length of Continuous Service Requirements.

Employees may apply to substitute prior service as a Corrections Officer acquired with any employer(s) for up to fifty percent (50%) of the length of service requirements for each level set forth in Section 1 above. Whether such service involved duties and demands generally comparable to service as a County Corrections Officer shall be determined by the County Employee Services Division upon request. Only such comparable service, as determined by the Employee Services Division, shall be applicable as substitute service, subject to the fifty percent (50%) ceiling set forth above.

3. Documentation.

Each participating officer shall be responsible for providing to the Chief Deputy of the Corrections Branch, or his designee(s), documentation of all college courses, community service, and prior corrections experience the officer seeks to have applied toward the program requirements at the applicable

level of participation. The Branch shall be obliged to provide any employee with a copy of his or her current training records, upon the employee's request, but not more frequently than twice per year.

4. Entry Into the Program.

When the employee has completed the requirements for initial entry into the program for initial movement from Level I to Level II, he shall be entitled to appropriate compensation under this program beginning with the first full pay period after successful completion of the relevant requirements. The IST requirements will be prorated for any employee entering the program during a fiscal year, based on the number of months in the year in which the employee will receive any Training Achievement Program compensation.

5. Program Implementation

A. An officer receiving incentive pay under the predecessor to this successor program at the time this successor program became effective shall be permitted to continue receiving the three percent (3%) premium (if at Level I) or the six percent (6%) premium (if at Level II), whichever applies, so long as he/she does not qualify under this successor program for the level attained under the predecessor program; provided, that the employee satisfies the annual maintenance requirements set forth in Level I or II (whichever applies) of this successor program on a fiscal year basis. Further provided, that IST credits applied toward maintenance requirements shall not apply toward initial

qualification IST requirements between predecessor and successor program levels. Participation in the predecessor program is limited to those participating prior to the effective date of this Agreement.

B. Hours of credit approved by management under the predecessor to this program shall count hour-for-hour toward the requirements of this program.

6. Program Modifications. In the event the BPST certification requirements (in effect on the effective date of this Agreement) are reduced, or if the BPST Corrections Certification Program is terminated, the County shall develop and implement substitute requirements at least equal to those in effect on the effective date of this Agreement. From the date that BPST requirements are reduced or terminated until the date the County implements substitute requirements, entry into a particular program level shall be prohibited if, in the County's judgment, the employee who is seeking such entry would currently qualify only because of the reduction or absence of BPST requirements. Substitute requirements shall be effective only after the Association has been given an opportunity to meet with the County to review and discuss the requirements.

7. No Double Compensation. Credit will not be granted under this program for those activities otherwise compensated by the County as overtime, trainer pay, etc.

ARTICLE 18

DISCIPLINARY ACTION

1. Discipline. Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, demotion, suspension without pay, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the County gives written notice of the action and just cause to the employee. This notice provision shall not apply to oral reprimands. An oral reprimand is defined as a form of discipline for which there is no written record. During the period of probation, the employee may be disciplined or dismissed without just cause.

2. Just Cause. Just cause shall include misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee.

3. Right to Appeal. Any permanent, non-probationary employee who is issued a written reprimand, demoted, suspended without pay, or dismissed for just cause, shall have the right to appeal the action through the Grievance Procedure. The Association shall submit such grievance at Step III of the grievance procedure not later than ten (10) working days after the effective date of the disciplinary action.

4. Reprimands. If the County has reason to orally reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

5. Internal Investigatory Procedures. Internal investigatory procedures shall be conducted in a manner consistent with the provisions of Article 19 on Officers Rights of this Agreement.

6. Reinstatement. Any employee found to be unjustly suspended, demoted, or discharged, shall be reinstated pursuant to the award of the arbitrator.

7. Personnel Records and Information

A. An employee or his representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his authorized representative shall be given a copy of any materials in his personnel file. The County shall comply with ORS 652.750 concerning the inspection of records.

B. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance when the material is first placed in the file or within a reasonable period of time.

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

D. Any letter imposing a suspension or disciplinary demotion which is four (4) years old or more shall be removed from the employee's personnel file and destroyed.

E. The employee may respond in writing to any item placed in his personnel file. Such response shall become a part of the file.

F. The only letters of discipline which shall be admissible in an arbitration hearing are those contained in the employee's personnel files of the Sheriff's Office.

8. I.A.U. Records and Files. No investigation shall be considered complete nor shall the IAU file be forwarded to the Inspector for making of recommendations as to culpability unless the employee and union have been given a complete copy of the IAU file and an opportunity to review it and add any additional evidence the employee or union believes should be considered. The union or employee shall notify the Internal Affairs Investigator's Office within the next two (2) work days after receipt of the union's receipt of the complete file of the employee's intent or that of the union to supply such additional evidence. If such notice is not received, the file will be forwarded to the Inspector after expiration of the two (2) work day period. If such notice is received, the employee and union shall have the next three work days (following the two (2) work day period) to supply such information to the investigator. After the three (3) work day period has expired, the file will be forwarded to the Inspector. For purposes of this section, "work days" is defined in the same manner as in Article 20, section 1, step I of this agreement.

ARTICLE 19

OFFICERS RIGHTS

All Employees in bargaining unit who are the subject of a complaint or investigation shall be entitled to protection of the following rights:

1. The employee shall not waive nor be deprived of any constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws afforded any citizen of the United States.

2. The employee shall be informed by the Sheriff, or his designee(s), of the nature of the investigation and whether the employee is a witness or suspect before any interview commences. The name of the complainant, the citation of any known applicable work rules, procedures, or orders which the employee is alleged to have violated, the factual allegations which form the basis for the disciplinary charge, and other information necessary to reasonably apprise the employee of the allegations of such complaint shall be provided in writing to the employee, and his or her representative within a reasonable period of time before the meeting to allow the employee to consult with and obtain representation from his or her Association Representative. However, this provision shall not apply in bona fide emergencies.

3. When the Sheriff's Office receives a complaint against a Division member, the Sheriff's Office shall provide the accused member with reasonable notice in writing of any information necessary to reasonably apprise the employee of the allegations.

4. Any interview shall take place at the institution where the employee is assigned or any other mutually agreeable location. The interview shall be at a reasonable time for the employee, during the employee's duty time unless exigencies of the investigation dictate otherwise.

5. The employee shall be afforded the right to Association representation prior to or during the interview, provided the representative does not participate in the interview.

6. The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

7. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to any abusive language. No promises or rewards shall be made as an inducement to answer questions.

8. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

9. If the County violates the terms of this Article in the investigation of an employee's conduct, and subsequently imposes a written reprimand, suspension without pay, a demotion, or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation into account and give it such

weight as he or she deems reasonable, given the severity of the violation and the total circumstances of its occurrence.

ARTICLE 20

SETTLEMENT OF DISPUTES

1. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner except that probationary employees shall have no right to appeal discipline or discharge under this grievance procedure:

Step I: After first attempting to resolve the grievance informally through the exempt chain of command any employee or the Association may present in writing such grievance to the Chief of Corrections within fifteen (15) working days of the alleged contractual violation; if, at the time of the alleged violation, the employee or his representative is unaware of its occurrence, a grievance may be presented in writing within fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Chief of Corrections shall then attempt to adjust the matter and respond,

in writing, to the employee or his representative within fifteen (15) working days.

For the purposes of this grievance procedure, "working days" shall be defined as Monday through Friday, excluding recognized holidays under the County Management Compensation plan.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his representative to the Sheriff or his designee(s) within fifteen (15) working days after the response is due at Step I. The Sheriff, or his designee(s), shall respond to the employee or his representative, in writing within fifteen (15) working days. If the response is to the employee, a copy will be provided to the Association.

Step III: Arbitration. If the grievance has not been answered or resolved at Step II, the Sheriff or the Association may, within ten (10) work days after the expiration of time limit specified in Step II, request arbitration by written notice to the other party. After the grievance has been submitted to arbitration, the Association and the Labor Relations Division acting for the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators drawn from a pool consisting of Oregon and Washington arbitrators plus Jack H. Calhoun. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to

be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of subpoenas, the cost of which shall be borne by the party requesting the subpoena. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. His decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award. Fees and expenses for the arbitrator shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made electronically or by reporter, on the condition that it pays for the record and

makes copies available without charge to the other party and the arbitrator. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Investigation of Grievances.

Employees selected or elected by the Association as employee representatives shall be known as "Stewards". The names of the stewards shall be certified in writing to the County by the Association. Upon notification to the supervisor and the tentative cause of a grievance, a steward(s) may investigate a grievance(s) and represent employees in grievances and "Weingarten" meetings during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work. Employees meeting with their steward or Association representative to investigate a grievance will also be permitted to do so without loss of pay during working hours.

ARTICLE 21

GENERAL PROVISIONS

1. No Discrimination.

A. Equal Application of Contract

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

B. Affirmative Action.

In recognition of the joint commitment of the County and Association to affirmative action principles, the County will make available on a fiscal year basis to the Employee Relations Committee a report of progress made toward affirmative action goals. This report will form the basis of discussions concerning joint efforts which can be taken by the parties to achieve stated goals.

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

D. Right to Association Membership. The County and Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the

Association, and there shall be no discrimination, interference, restraint or coercion by the County or the Association or any County or Association representative against any employee because of or in Association membership or non-membership or because of or in any employee activity in an official capacity on behalf of the Association, provided such activity does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

3. Visits by Association Representatives. The County agrees that accredited Association representatives shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. Every reasonable effort will be made by the Association representative to ensure that such visits cause no disruptions of work.

4. Changes in Work Rules or Conditions. When any change in existing rules or conditions not otherwise covered by this Agreement is instituted by management, it shall not be done for arbitrary or capricious reasons.

Any unresolved complaint as to the reasonableness of a change in rules or conditions shall be resolved through the grievance procedure.

5. Rules. The County agrees to furnish each employee with a copy of all applicable work rules. Except in emergency situations, any new rules instituted shall be posted in all affected work areas at least seven (7) days before becoming effective, and furnished to each employee within thirty (30) days after they become effective. New employees shall be provided a copy of all existing rules at the time of hire.

6. Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing or protective device shall be furnished to the employee by the County, specifically to exclude standard footwear, trouser belt with buckle, and handcuffs. The cost of maintaining the uniform or protective clothing or device, excluding cleaning but including initial tailoring, shall be paid by the County. Clothing and other devices other than uniforms, protective clothing and devices now provided by the County shall continue to be provided and shall uniformly be provided by job classification by the County.

In the case of an employee who is required not to wear a uniform, the County will replace any employee clothing damaged in the line of duty. Glasses or contact lenses lost or damaged

during an altercation in the line of duty shall be repaired or replaced at no cost to the employee.

7. Time Exchanges. The practice of time exchanges between officers will be allowed subject to approval of the affected shift commanders. Any denial of a request shall not be for arbitrary or capricious reasons.

8. Employee Relations Committee Meetings. To promote harmonious relations and to provide internal communications, the Association and the Sheriff will establish an Employee Relations Committee consisting of three (3) representatives from each party. The Committee will establish regularly scheduled meetings to discuss any matters pertinent to maintaining good employer-employee relationships, specifically to include safety issues. Each party shall advise the other as far in advance as possible of the subject matters to be discussed.

9. Contract Work.

A. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive

budget or formal Board consideration of budget modifications. In all cases of layoff resulting from contracting out or subcontracting work, the County agrees to make a good faith effort to find suitable and comparable employment.

B. The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Executive or Board for formal action.

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

10. Outside Employment. Permission to work at outside employment must be approved in writing by the Sheriff. The Sheriff's application of the rule governing outside employment shall not be arbitrary or capricious.

11. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 3.10 or its successor, this Agreement shall prevail.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

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

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Commission. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee

as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

ARTICLE 23

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations or Multnomah County Code 3.10 . The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargaining collectively with respect to any subject matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement. Nothing herein shall prevent the parties from voluntarily entering into written Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24

TERMINATION

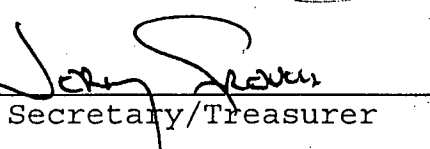
This Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect through the 30th day of June, 1995. Negotiations for a successor agreement shall commence no later than February 15, 1995. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

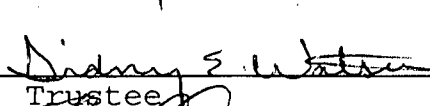
IN WITNESS HEREOF, the parties hereto have set
their hands this _____ day of _____, 1993.

MULTNOMAH COUNTY CORRECTIONS
OFFICERS ASSOCIATION

BY 
President

BY 
Vice President

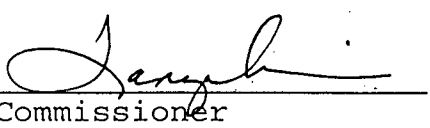
BY 
Secretary/Treasurer

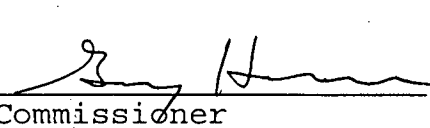
BY 
Trustee

BY 
Trustee

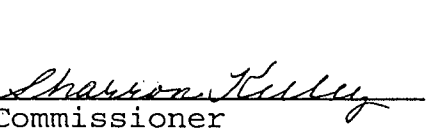
MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

BY 
Chair

BY 
Commissioner

BY 
Commissioner

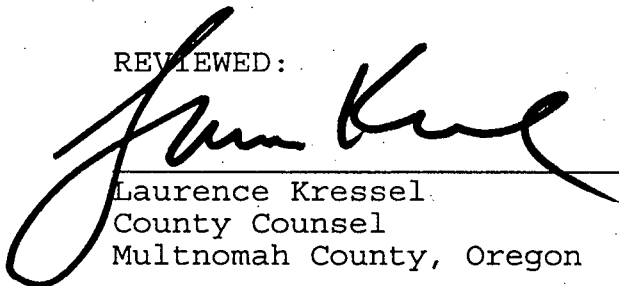
BY 
Commissioner

BY 
Commissioner

SHERIFF OF MULTNOMAH
COUNTY, OREGON

BY _____
Sheriff

REVIEWED:


Laurence Kressel
County Counsel
Multnomah County, Oregon

NEGOTIATED:

Darrell Murray, Deputy
Labor Relations Manager
Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

ADDENDUM A

Wages effective July 1, 1992: Effective July 1, 1992 the hourly wage rates of employees covered by this agreement shall be increased five percent (5.00%) and shall be as follows:

POSITION	STEPS					
	1	2	3	4	5	6
Corrections Officer	13.53	14.30	15.05	15.80	16.64	17.38
Corrections Officer Supervisor (Sgt)	17.97	18.66	19.38	20.09	20.80	21.55

Wage Effective July 1, 1993: Effective July 1, 1993 the hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. All Cities CPI-W, March 1992 to March 1993/1982-84 = 100 base) with a minimum increase of two and one-half percent (2.50%) and a maximum increase of four percent (4%), plus one and one-half percent (1.50%), and shall be as follows:

POSITION	STEPS					
	1	2	3	4	5	6
Corrections Officer	14.14	14.94	15.72	16.51	17.39	18.16
Corrections Officer Supervisor (Sgt)	18.78	19.50	20.52	20.99	21.77	22.52

Wages Effective July 1, 1994: Effective July 1, 1994 the hourly wage rates of employees covered by this agreement shall be increased by 100% of the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. all Cities CPI-W, March 1993 to March 1994/1982-84 = 100 base)

with a minimum increase of two and one-half percent (2.50%) and a maximum increase of four and one-half percent (4.50%).

ADDENDUM B

MULTNOMAH COUNTY OREGON
Employee Organization Membership Dues
Payroll Deduction Authorization Plan

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

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

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

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

Signed:_____ Date: _____

Name of Employee

Month Day Year

Name of Employee Organization: _____

ADDENDUM C

MULTNOMAH COUNTY, OREGON
SENIORITY LIST FOR BARGAINING UNIT MEMBERS
ADJUSTED THROUGH AND INCLUDING MAY 1, 1993

SERGEANTS

<u>NAME:</u>	<u>CLASS DATE:</u>	<u>HIRE DATE:</u>
1. Brown, Daniel	12/07/70	04/01/68
2. Asboe, David	12/07/70	06/06/69
3. Wright, James	04/14/73	02/14/71
4. Walker, Gary	04/11/77	04/09/73
5. Katafias, Jan	03/31/80	12/27/71
6. Rivers, Lois	09/26/80	03/08/77
7. Van Rheen, Douglas	04/16/81	07/10/72
8. Sather, John	07/06/81	06/28/72
9. Anderson, Robert	08/31/81	11/04/72
10. Garner, Loretta	03/15/82	01/23/76
11. Turney, James	03/16/82	03/31/75
12. King, Jerry	03/18/82	07/13/70
13. Chambers, David	03/19/82	12/11/73
14. Cain, Lewis	03/20/82	01/03/78
15. Paine, Robert	03/21/82	10/21/70
16. Blackburn, Paul	04/05/82	01/10/73
17. Morgan, Rosemary	06/07/82	05/17/78
18. Taber, Rodger	11/02/87	01/01/68
19. Miller, Earl	1/02/87	07/10/72
20. McCain, Bruce	11/02/87	07/11/83
21. Lamb, Catherine	11/02/87	11/07/83
22. Bishop, Ronald	11/02/87	10/29/84
23. Jordan, Robert	11/02/87	11/19/84
24. Brandewie, Bobbi	11/02/87	06/28/86
25. Keith, David	04/05/88	10/31/83
26. Soen, Susan	07/01/88	08/01/77
27. Marsmaker, Linda	07/01/88	03/14/83
28. Bjork, Darcy	07/01/88	01/30/84
29. Punneo, Claude Dean	10/10/88	11/13/73
30. Inman, Janice	10/10/88	12/01/80
31. French, Jerry	10/10/88	12/01/80
32. Adgers, Raimond	10/10/88	01/30/84
33. *Davis, Ralph	03/15/89	04/12/78
34. *Kersey, Charles	03/15/89	10/16/84
35. *Beach, Kent	03/15/89	04/02/84

CORRECTIONS OFFICERS

NAME:

CLASS DATE:

	1. Bagley, Donald	11/01/67
	2. Domine, Roy	03/01/68
	3. Stafford, William	04/01/68
	4. Domine, Larry	08/01/68
	5. Gratiot, Edward	02/24/69
	6. Hunt, Lois (Pugh)	01/19/70
	7. Morris, Ralph	08/10/70
	8. Gebbie, Leonard	01/25/71
	9. Auvil, Robert	06/02/71
	10. Pogue, Charles	03/06/72
	11. Comstock, Larry	03/06/72
	12. Naten, Melvin	03/18/72
	13. Waddington, Robert	07/17/72
**	14. Hurm, Roger	11/04/72
	15. Chilson, David	11/27/72
	16. Tracy, Richard	12/04/72
	17. Weedman, Michael	12/18/72
	18. Weaver, Vernon	01/08/73
	19. Skophammer, Michael	01/11/73
	20. Collopy, Bruce	01/20/73
	21. Kyer, Charles	02/06/73
	22. Cargill, Stanley	03/17/73
	23. McGaughey, William	09/17/73
	24. Litherland, William	10/04/73
	25. Rens, Jacob	05/20/74
	26. Crosby, William	11/03/75
**	27. Stiles, Betty	01/26/76
	28. Allsop, David	02/23/77
	29. Bejarano, David	02/23/77
	30. Karp, Ed	02/23/77
	31. Merrill, James	02/23/77
**	32. Ramirez, Edward	02/23/77
	33. Taylor, Ann	02/23/77
	34. Sadler, Jay	02/23/77
	35. Williams, Hugh	02/23/77
	36. Merritt, Bobby	08/01/77
	37. Fleenor, Daryl	08/01/77
	38. Leger, Roger	08/01/77
	39. Nelson, Larry	08/07/77
	40. Stigum, Tom	09/15/77
	41. Tate, Dianne	12/28/77
	42. Livingston, Robert	03/26/78
**	43. Gardner, Dewayne	04/11/78
	44. Davis, Chester	08/14/78
	45. Ruth, Dianna	08/30/78
	46. Pitchlynn, David	11/01/78
	47. Sund, Philip	03/26/79

	48. Long, Stephen	04/03/79
	49. Rock, William	04/07/79
	50. Owens, Sharon	07/12/79
**	51. Gilbert, Verena	11/14/79
	52. Miller, Ricky	04/07/80
	53. Seiler, Barbara	08/14/80
	54. Hilts, Richard	08/16/80
	55. Hanson, Mary	10/01/80
	56. Kimmel, Laurie	11/03/80
	57. Mozorosky, Richard	12/01/80
	58. Nichols, Douglas	12/01/80
	59. York, William	12/01/80
	60. Sabatini, Janice	12/01/80
	61. Church, David	12/01/80
	62. Strong, Luther	01/05/81
	63. Bauer, Leonard	01/19/81
	64. Watson, Erich	02/02/81
	65. Hall, Edward	05/04/81
	66. Bowdle, Keith	12/31/81
	67. Harris, Kenneth	04/26/82
	68. Herr, Michael	04/26/82
	69. Jackson, Wendell	04/26/82
	70. Eastvedt, Steven	04/26/82
	71. Stubblefield, James	04/26/82
	72. Siniscal, George	04/26/82
	73. Cross, Todd	07/14/82
	74. Parker, Kathryn	07/21/82
	75. Holmes, Mark	03/14/83
	76. Sakamoto, Elliot	03/14/83
	77. Satter, Mitchell	07/28/83
	78. McNabb, Robert	07/28/83
	79. Reuter, Mike	08/05/83
	80. Long, Elliott	08/08/83
	81. Ziebert, Richard	08/15/83
	82. Heidenrich, Jay	08/15/83
	83. Kempfert, Carol	09/08/83
	84. Lehti, Gloria	10/31/83
	85. Marshall, Jobie	02/06/84
	86. Hammond, Rory	04/02/84
	87. Bryant, Donald	08/13/84
	88. Wayne, Thomas	09/26/84
	89. Getman, Gary	10/01/84
	90. Carson, Philip	10/12/84
	91. Foster, James	10/29/84
	92. Faulkner, Robert	11/20/84
	93. Peterson, Joseph	11/26/84
	94. Boone, Pat	01/21/85
	95. Buckmier, James	03/13/85
	96. Moniz, Ronald	03/20/85
	97. Ezell, John	05/06/85
	98. Dutson, Preston	05/20/85
	99. DeLuca, Mike	06/03/85

100. Elliott, Bret	06/17/85
101. Schmelling, Jerald	07/08/85
102. Ristvet, Jeff	07/15/85
103. Luna, Jesse	08/19/85
104. Prigge, Paul	08/19/85
105. Gamble, Gary	08/19/85
106. Moore, Timothy	10/14/85
107. Cross, Rodger	10/21/85
108. Jacobs, Melissa	10/21/85
109. Lawrence, Phillip	01/06/86
110. Hayes, Dorothy	01/06/86
111. Harris, Dirk	01/06/86
112. Horne, Richard	01/06/86
113. Brester, Rodney	01/13/86
114. Stone, Rawn	02/18/86
115. Stephens, Dave	03/24/86
116. Swackhamer, Barbara	03/29/86
117. Pick, James	03/31/86
118. Siniscal, Madalene	03/31/86
119. Watson, Sydney	03/31/86
120. Pearce, Christina	04/29/86
121. Bowdle, Janet	04/29/86
122. Carrithers, Daniel	05/12/86
123. Ensminger, Gary	05/27/86
124. Reuter, Kim	05/27/86
125. Sosa, Samuel	06/02/86
126. Ahern, William	06/23/86
127. Stanchfield, John	06/24/86
128. Richardson, Michael	07/07/86
129. Bagley, Clyde	08/11/86
130. Melligh, John	10/09/86
131. James, Renaldo	11/03/86
132. Evans, Betty	11/17/86
133. Sawyer, James	11/17/86
134. Huffstutter, Sharon	12/15/86
135. Langley, Shelley	12/15/86
136. Hewitt, Douglas	12/15/86
137. Peterson, Derrick	12/15/86
138. Hull, Kari	12/15/86
139. Bales, Gerald	01/13/87
140. Jackson, Crayton	02/17/87
141. Warfield, Wallace	02/17/87
142. Karcher, George	02/17/87
143. Gaskell, Ricky	03/02/87
144. Hunt, Jeff	03/23/87
145. Raymond, Ramona	03/23/87
146. Berrigan, Mary	03/23/87
147. Hugulet, Laura	03/23/87
148. Shults, Michael	03/23/87
149. Hallyburton, Elizabeth	04/13/87
150. Sawyer, Thomas	04/13/87
151. Carleton, Richard	04/13/87

152.	Czmowski, Joy	04/13/87
153.	Gelvick, Roger	04/15/87
154.	Yankee, Linda	05/18/87
155.	Morgan, Charles	05/18/87
156.	Freiermuth, Kirk	06/15/87
157.	Roberts, Kent	06/15/87
158.	Feldman, Eric	06/15/87
159.	Martin, Clifford	06/15/87
160.	Hasler, Carol	07/13/87
161.	Pemberton, Uwe	07/13/87
162.	Hicks, James	07/13/87
163.	Buchanan, David	07/13/87
164.	Harper, Donald	07/13/87
165.	Schoeninger, Rosemary	08/24/87
166.	Fitzgerald, Michelle	08/24/87
167.	Peters, Anne	08/24/87
168.	Richardson, Daniel	09/14/87
169.	Morris, Ronald	09/14/87
170.	Foster, Timothy	09/14/87
171.	McIlvain, Gilson	09/14/87
172.	Kovachevich, David	09/14/87
173.	Winchester, Billy Joe	10/12/87
174.	Lightner, Rodney	10/12/87
175.	Bogdanovich, Roberta	10/12/87
176.	Zimmerman, Scott	10/12/87
178.	Moore, William	10/12/87
179.	Jensen, Charles	10/12/87
180.	LeMay, Patrick	10/12/87
181.	Hilts, Daniel	10/12/87
182.	Thompson, Peter	10/12/87
183.	Rendon, Daniel	10/12/87
184.	Camp, Robert	10/26/87
185.	Robinson, Keith	10/26/87
186.	Perkins, Thomas	10/26/87
187.	Hutchison, Brian	10/26/87
188.	Martindale, Dixie	10/26/87
189.	Koop, David	10/26/87
190.	Jones, Stephan	10/26/87
191.	Krafve, Keith	10/26/87
192.	Turney, Charles	11/30/87
193.	Bryant, Dennis	11/30/87
194.	Coffeen, Patrick	11/30/87
195.	Wallace, Rick	02/01/88
196.	Sherman, Gregory	02/01/88
197.	Kubitza, Brenda	03/14/88
198.	Shierk, Kay	03/14/88
199.	Williams, Denise	05/02/88
200.	Mathews, William	05/02/88
201.	Ness, Troy	05/02/88
202.	McRedmond, Paul	05/02/88
203.	Kelley, Shawn	05/02/88
204.	Saworski, Dana	05/02/88

205. Ellis, Douglas	05/02/88
206. Elliott, Scott	05/02/88
207. Farrell, Philip	05/02/88
208. Dille, Michael	05/02/88
209. Kent, Phillip	06/06/88
210. Nystrom, Randy	06/06/88
211. McNeill, Thomas	06/06/88
212. Stoffer, Darrell	06/06/88
213. Mills, Ronald	06/06/88
214. Martinez, Jose	06/06/88
215. Douthit, Nanci	06/06/88
216. Buffington, David	06/06/88
217. Teig, Randy	06/06/88
218. White, John	07/11/88
219. Polen, Donald	07/11/88
220. Giggers, Bruce	07/11/88
221. Huggett, Michael	07/11/88
222. Christopher, Kent	07/11/88
223. McDaniel, Curtis	07/11/88
224. Rayborn, Michael	07/11/88
225. Brosh, Andrew	07/11/88
226. Ylonen, Gabriela	08/22/88
227. Smith, Jeffrey	08/22/88
228. Johnston, Dale	08/22/88
229. Holoch, James	08/22/88
230. Spencer, Kenneth	09/12/88
231. Sofia, Timothy	09/19/88
232. Hasslen, Timothy	09/19/88
233. Hoesly, Ronald	09/19/88
234. Ingle, Timothy	09/19/88
235. Pitassi, Mark	09/19/88
236. Johnson, William	10/17/88
237. Feller, Katherine	10/17/88
238. Nichols, G. Jean	11/28/88
239. Gainer, Barbara	11/28/88
240. Ruffner, Cheryl	11/28/88
241. Raynor, Susan	11/28/88
242. Moaning, Anna	01/09/89
243. Krantz, Doneva	01/09/89
244. Moore, Deborah	04/17/89
245. Kurney, Kelly	04/19/89
246. Beeson, Howard	05/15/89
247. Ballard, Rhonda	05/15/89
248. McMahon, Jeffrey	05/15/89
249. Lombardi, Charles	05/15/89
250. Irvan, Leo	05/15/89
251. Shaut, Douglas	06/05/89

**Long Term Disability

ADDENDUM D

PERS CONTINUATION PROGRAM ELECTION FORM

Under the MCCOA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).

2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the 7th day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.

If you are late in paying the County, you will owe the County a collection fee of \$50. You may also owe the County substantial penalties. The penalties are 1% per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.

4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to

make up any late payment as soon as possible since fees mount daily.

5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are off the job on a future Workers' Compensation claim, you will continue to be under the PERS Continuation Program, until three years from the date for which you first received PERS Continuation benefits on the first Workers' Compensation claim. After three years, you will revert to the Supplemental Benefit Program instead of PERS Continuation benefits. The rules of the Program are set out on pages 30-39 of your MCCOA contract. Please read the contract carefully. If you have any questions about how the Program works, contact your Association representative immediately.

I elect to begin coverage in the PERS Continuation Program effective:

1. The current pay period. _____
2. Other future date _____ (specify). _____

Signed

Date

ADDENDUM E

MULTNOMAH COUNTY AFFIDAVIT OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, _____ (print name of employee) certify
that I and _____ (print name of spouse or
domestic partner):

(Check and complete A or B, whichever applies)

A. _____ were legally married on _____ (date) or have
a common law marriage recognized under Oregon law as follows:

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

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

2. Have a close personal relationship with each other;

3. Are not legally married to anyone;

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

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

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

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

8. Are jointly responsible for each other's common welfare including 'basic living expenses.' For purposes of this affidavit, 'basic living expenses' means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost. This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a statement of Termination of Marriage/Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement is received by the Employee Services Division.

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

**possible legal consequences of signing this form, please consult
an attorney.**

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

_____ (Employee's signature)

_____ (Date)

Received: _____ (Employee Services Rep.)

Date: _____

ADDENDUM F

STATEMENT OF TERMINATION OF MARRIAGE OR DOMESTIC PARTNERSHIP

I, _____, (name of employee) affirm that the Affidavit of Marriage/Domestic Partnership attested to and signed by me on _____ (date) shall be and is terminated as of this date. Termination is due to (check one):

_____ Dissolution of marriage

_____ Termination of domestic partnership

_____ Death of spouse or domestic partner

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

_____ (Signature of employee)

_____ (date)

Received: _____ (Employee Services Rep.)

_____ (date)

MEETING DATE: JUN 17 1993

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the matter of Domestic Partner Coverage/MCCOA

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** June 17, 1993

Amount of Time Needed: 15 minutes

DEPARTMENT: Nondepartmental **DIVISION:** Labor Relations

CONTACT: Darrell Murray **TELEPHONE #:** 248-5135
BLDG/ROOM #: B106/1400

PERSON(S) MAKING PRESENTATION: Darrell Murray

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Resolution regarding Domestic Partner Coverage/Payment Election under the terms of the MCCOA collective bargaining agreement and Multnomah County, Oregon.

6/17/93 DENIED

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Hank Higgins

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 AM 10:23
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

TO: Board Of Commissioners

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

DATE: June 9, 1993

SUBJECT: Domestic Partner Coverage/Payment Election

Under the recent interest arbitration award, the Board is required to offer domestic partner coverage to Corrections Officer bargaining unit members. However, the Board may elect to either pay the additional cost or require affected employees to pay that cost when they decide to enroll. Attached is a resolution which, if approved by the Board, would implement County payment of the premium.

This Office recommends that the Board **REJECT** this resolution. Such rejection would by implication manifest the Board's election that MCCOA unit members who enroll domestic partners or their dependents be required to pay the additional cost of that coverage. This would be consistent with the position taken by the Association during bargaining and interest arbitration. Further, unlike other units who have received the benefit on a county-paid basis, the Association has not agreed to sufficient modifications of the medical plans to underwrite the cost of the additional coverage. The cost of this coverage is estimated at \$35,000 annually for this bargaining unit.

Please call if you have any questions.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the matter of the making of an elec-) RESOLUTION
tion under the County-Corrections)
Officer collective bargaining contract)

WHEREAS, Multnomah County (hereafter "County") and the Multnomah County Corrections Officers Association (hereafter "Association") share an on-going collective bargaining relationship pursuant to ORS Chapter 243, and

WHEREAS, the County and Association were parties to a 1989-92 collective bargaining agreement which expired June 30, 1992, and

WHEREAS, the County and Association recently completed an interest arbitration hearing over certain terms of a successor to said 1989-92 agreement, and

WHEREAS, an arbitration award has been received pursuant to that hearing, and

WHEREAS, the arbitrator ordered that the County permit enrollment in county medical, dental and vision plans of domestic partners of Association bargaining unit members and their dependents, effective July 1, 1993, and

WHEREAS, the arbitrator ordered that the successor collective bargaining agreement contain an option whereby the County may elect whether to pay the additional cost of such coverage or require that affected employees pay that cost, and


WHEREAS, the Board of County Commissioners desires to make an election.

THEREFORE BE IT RESOLVED, that the County shall pay the additional cost of extending medical, dental, and vision coverage under the County's insurance plans to eligible domestic partners of Association bargaining unit members and their eligible dependents, effective July 1, 1993.

ADOPTED THIS _____ day of _____, 1993.

REVIEWED:

By _____
Hank Miggins, County Chair
Multnomah County, Oregon



Laurence Kressel, County Counsel
of Multnomah County, Oregon

PLEASE PRINT LEGIBLY!

MEETING DATE 6-17-93

NAME Stephen Workman, Independent Employment

ADDRESS 1750 Sw Skyline Blvd Assoc.

STREET

Portland Or

97013

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6 & R-7

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 6-17-93

NAME Robert Stutte

ADDRESS 4028 SW. Patton Rd

STREET

Portland

CITY

97221

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # Business Tax

SUPPORT ✓ OPPOSE R-C
SUBMIT TO BOARD CLERK

#3
PLEASE PRINT LEGIBLY!

MEETING DATE

5-14-93

NAME

Barbara Adler

ADDRESS

18960 SE Richey Rd

STREET

Port. Ore

97236

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-6

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE

6-17-93

NAME

Robert Butler

ADDRESS

824 SW 18th Av

STREET

Fort Lauderdale

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-6

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

MEETING DATE: JUN 17 1993

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Multnomah County Business Income Tax

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 17, 1993

Amount of Time Needed: 20-30 minutes

DEPARTMENT: MSS

DIVISION: Finance

CONTACT: Dave Boyer

TELEPHONE #: 248-3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer/Ben Buisman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See attached memo

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 10 AM 11:59
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Hank Higgins

OR

DEPARTMENT MANAGER: _____

Dave Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*
Ben Buisman, Planning & Budget *BBB*

Date: June 10, 1993

Subject: McBIT/Portland License Fee Consolidation

The attached ordinance and intergovernmental agreement are being submitted as our recommendation for joint consolidation of administration with the City of Portland and code uniformity of the Multnomah County Business Income Tax with Portland License Fee. We have spent a lot of time on this proposal and have used the input of the various groups we have been in contact with. This recommendation is being made based on the input received and for the following reasons.

1. Meets the Governor's Task Force recommendation for having a uniform definition of Business Income Tax.
2. The code uniformity amendments are less than 1% (.7%) of being revenue neutral.
3. Provides tax relief to some small businesses and does not add an additional tax burden to other small businesses.
4. Provides simplified filing for business by combining taxes on one form having a single set of procedures and having a local contact.
5. Provides the County Commissioners more control and flexibility in making code amendments and give the Board closer oversight of administration.
6. Provides for an overall savings to the taxpayer.

The following chart displays the current arrangement "A"; our recommendation to contract with the City "B"; and "C" the fiscal impact if the County/City jointly contracted with the State.

The total cost avoidance, from the current arrangement, for contracting with the City is approximately \$161,000 annually. The cost avoidance over a five year period will be approximately \$500,000 net of start up costs.

Financial Analysis City and County

	Cost/Revenue Loss	Net to City/County compared to A
A. Current arrangements (no change made)		
County Administration Cost	\$450,000	0
City Administration Costs	1,280,000	0
Net to City/County	1,730,000	0
B. County contracts with City		
County Administration	350,000	100,000
Position for compliance	69,000	<69,000> ¹
City Administration	1,150,000	130,000
Net to City/County	1,569,000	161,000 ²
C. County/City contract with State		
County Administration	450,000	0
City Administration	810,000	470,000
Revenue Loss to City to Amend Code due to Mandatory requirements of State	1,200,000 ³	<1,200,000>
Net to City	2,460,000	<730,000>

¹Technical amendment will be presented when budget is adopted. This position will pay for itself in future years due to filing enforcement.

²Savings to be used in first two years for computer upgrade which will improve efficiencies in future years.

³Estimates provided by City.

MULTNOMAH COUNTY, OREGON
CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Multnomah County, Oregon, hereinafter "County", and the City of Portland, hereinafter "City", is pursuant to authority of ORS Chapter 190.

WITNESSETH, the parties hereto recite the following reasons for entering into this agreement:

- a. The consolidated administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax would simplify reporting requirements for businesses and reduce administrative costs for both the City and the County;
- b. A consolidated program would allow businesses to follow a single set of procedures and definitions and to file a single reporting form for both the City and the County;
- c. The City and the County have jointly developed a plan to achieve code conformity and consolidated administration;
- d. The City is willing and able to administer the Multnomah County Business Income Tax for the County.

NOW THEREFORE, in consideration of the mutual promises contained herein and as authorized by ORS 190.010 to 190.030, the parties agree as follows:

1. General Administration.

A. The City of Portland's Bureau of Licenses (the Bureau) shall supervise and administer the Multnomah County Business Income Tax Law, imposed by the Multnomah County Code as adopted by the Multnomah County Commission (the County Business Income Tax).

B. The Bureau shall be responsible for all administration of the County Business Income Tax, including, but not limited to, adopting administrative rules, collecting estimated tax payments, auditing returns, assessing and collecting tax deficiencies, including penalties and interest, making refunds, hearing appeals, and taking any other action necessary to administer and collect taxes under the County

Business Income Tax. The County shall be responsible for defending any claims against the County Business Income Tax regarding the legal validity or constitutionality of the County Business Income Tax.

C. In performing its duties under this Agreement, the Bureau may in its discretion determine what action shall be taken to enforce the provisions of the County Business Income Tax and collect the tax imposed thereunder. In exercising its discretion, the Bureau shall provide a level of service comparable to the level of service it provides in the administration of the Business License Law. If the Bureau deems it necessary to vary substantially from this standard, the Bureau shall notify the County of the need and obtain its written consent.

D. The Bureau will begin administration of the County Business Income Tax on July 1, 1993. The County shall provide the Bureau with all information necessary for the administration of the County Business Income Tax on or before September 1, 1993.

E. The Bureau will begin collection of the tax imposed under the County Business Income Tax on January 1, 1994. The Department of Revenue, State of Oregon, (the Department) shall be responsible for collection of all taxes for the tax years prior to that date, under the agreement previously existing between the County and the Department. If the Department is otherwise unwilling or unable to collect taxes for prior tax years, the City and County may enter into a separate agreement to authorize the Bureau to collect taxes under the County Business Income Tax for prior tax years.

F. Appeals Board.

1. The County designates the Business License Appeals Board, as created by the Business License Law, as the body for reviewing taxfiler appeals from final determinations made by the Bureau under the County Business Income Tax.

2. The County Chair shall provide recommendations for appointments to be made by the Mayor to the Business License Appeals Board. The Mayor shall appoint one (1) of the three (3) public members of the Business License Appeal Board from the list of recommendations submitted by the County Chair.

2. Payments to the County.

The Bureau shall deposit all taxes collected under this Agreement to a trustee account within the City established on behalf of and for the benefit of the County. The account shall earn interest based on the City's internal interest allocation used for its own funds. The City shall, after deducting its cost of administration, refunds and other credits, remit the balance of the tax collected under this Agreement to the County by the tenth (10th) business day following the close of each month. The Bureau shall maintain a reserve balance of approximately Seventy five thousand dollars (\$75,000). Payments of taxes collected under this Agreement shall be made by the Bureau to the County's Local Government Investment Pool Account No. 4017. Should extraordinary refunds, adjustments, or credits require funds in excess of \$75,000, the County shall transfer necessary funds to the Bureau from its Local Government Investment Pool Account No. 4017 to the City's Local Government Investment Pool Account No. 4002. The Bureau shall prepare monthly reconciliations of deposits made and net revenues collected. The Bureau shall provide a minimum of 10 days prior notice if it requires transfer by the County of an amount equal to or greater than \$500,000.

3. Payments to the City.

Effective July 1, 1993, the City shall receive compensation for administering the County Business Income Tax. For fiscal year 1993-94, the County shall pay compensation to the City in the amount of Three hundred fifty thousand dollars (\$350,000). The City is authorized to deduct the first Three hundred fifty thousand dollars (\$350,000) collected in taxes under this Agreement in fiscal year 1993-94 as this compensation. For fiscal year 1994-95, the County shall compensate the City in the amount of Four hundred fifty thousand dollars (\$450,000). For fiscal year 1995-96 and thereafter, the annual compensation for the City for administration services shall be Four hundred fifty thousand dollars (\$450,000), adjusted annually by the greater of three percent (3%) or the Portland Consumer Price Index All Urban Consumers (CPI-U) as issued by the US Department of Labor, Bureau of Labor Statistics during February of each year. Except for the compensation paid in fiscal year 1993-94, the compensation to the City shall be paid in twelve (12) equal payments, deducted from payments to the County as described in paragraph 2. Payments to the City shall be made by the tenth (10th) business day following the close of each month.

4. Notification of Changes.

A. County Business Income Tax Changes. The parties shall cooperate in amending the County Business Income Tax or the Business License Law to ensure uniformity and consistency in these respective codes and in administration. Both parties to this Agreement shall notify the other of any intent to make changes, whether in the law or in the tax or fee rates, at least ninety (90) days prior to adopting the change. If both parties mutually agree to make changes, such changes may take effect in less than the ninety (90) days required.

B. Administrative Rules. The County's Finance Director, or designee, shall be involved in the development of Administrative Rules. The Bureau shall not initiate the public process for review and comment on proposed Administrative Rules until the County's Finance Director and the Bureau mutually agree on the content and substance of the Administrative Rules. The Bureau shall notify the County's Finance Director at least thirty (30) days prior to scheduling any public hearing on proposed Administrative Rules, unless both parties mutually agree to notice of less than thirty (30) days.

5. Reports.

A. The Bureau shall provide a receipts and expenditure report to the County at the close of each of the City's accounting periods. The Bureau will deliver a preliminary report, estimating receipts and expenditures by tax year, to the County by the 10th day of each month. If the 10th day falls on a legal holiday or on a weekend, the preliminary report will be delivered on the following business day.

B. The Bureau shall provide the County with quarterly reports of large potential refunds, due to amended returns, appeals or overpaid estimates. For purposes of the preceding sentence, "large" shall mean an accumulated total of at least \$75,000

C. The Bureau shall provide a written annual summary of the proceeding year to the County, showing the number of tax returns filed and dollars paid by entity type, total revenues collected, refunds paid, administrative costs, and other pertinent information.

D. The Bureau will provide other reports, or may discontinue or combine any of the above reports, as the Bureau

and the County may mutually agree. If the reports requested by the County require extensive programming time, the City and the County may agree upon additional charges to be paid for such additional work under this Agreement.

6. Information.

A. The parties will cooperate in exchanging information and making joint public announcements to promote the effective administration of the County Business Income Tax and the Business License Law. In regard to the County Business Income Tax, all public announcements and all correspondence relating to policy matters and public relations will be the County's responsibility. The Bureau shall promptly notify the County of any matter arising from the administration of the County Business Income Tax that may require any legislative amendments or affect County policy, including any policy relating to the amount of taxes collected.

B. Public Records.

1. All work performed by the City under the terms of this agreement shall be considered to be the property of the County. The County shall own any and all data, documents, plans, working papers and any other materials the City produces in connection with this Agreement. Upon termination of this Agreement, the City shall deliver all materials produced in connection with this Agreement, upon reasonable notice from the County.

2. The Bureau may receive public records requests for County Business Income Tax records obtained by or provided to the Bureau under this Agreement. Any requests for such records shall be forwarded to the County's Finance Director by the following business day. The Finance Director may determine if the requested records exist, and if such records are subject to the public records law. Any determination made by the County under the public records law shall be the County's sole responsibility, including but not limited to any legal defenses of such determinations.

7. Limitations and Conditions.

A. To the extent permitted by Oregon law, the City shall indemnify, within the limits of the Oregon Tort Claims, the County from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from

any of the Bureau's activities under this Agreement, provided, that the City shall not be required to indemnify the County for any such claims, demands, settlements or judgments arising from the wrongful acts of the County's officers, agents or employees.

B. To the extent permitted by Oregon law, the County shall indemnify, within the limits of the Oregon Tort Claims, the City from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from any of the County's activities under this Agreement, provided, that the County shall not be required to indemnify the City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's officers, agents or employees.

8. Confidentiality.

A. The information provided by individual taxpayers on tax returns shall be treated as confidential information to the extent permitted under Oregon law. Such information may be disclosed to the County, for purposes of monitoring or overseeing the Bureau's administration of the County Business Income Tax or for County revenue forecasting and budgeting. If authorized by the County's Finance Director, County officers, agents or employees may have access to such information after the execution of a certificate of confidentiality. The certificate shall advise the officer, agent or employee of the penalties for disclosure of confidential information. The County shall obtain and keep on file such certificates for its employees, agents and officers, and will provide a copy of the certificate to the Bureau.

B. When making requests for such information, other than routinely agreed upon reports, the County shall give not less than ten (10) days prior notice to the Bureau, stating the information desired, the purpose of the request and the use to be made of such information.

C. The County may audit the Bureau's administration of the County Business Income Tax, applying generally accepted audit standards. The County shall provide reasonable prior notice of its intent to audit the Bureau. Prior to beginning the audit, all County officers, agents or employees participating in the audit shall execute confidentiality certificates as provided herein.

D. The County's Finance Director may, at the County's expense, request and have installed one "inquiry only" telephone

access line to the Bureau's business database. Access to the database shall be restricted to the Finance Director and any designees. Access to the database shall be protected by restrictions, including but not limited to password access codes and physical lockouts. Prior to the installation of the "inquiry only" line, confidentiality certificates shall be executed by the Finance Director and any designees to be given access to the line.

9. Term.

A. The term of this Agreement shall be five years from the date it is executed by all parties, unless terminated by operation of law or by either party upon six months prior written notice. Prior to the termination date of this Agreement, the County and the Bureau will determine the disposition of pending matters which will not otherwise be completed within the term of this Agreement, and the Bureau will provide the County with such records as are necessary for the County to commence collecting the tax under the County Business Income Tax.

B. At its sole option, the County may extend the term of this Agreement by additional five year increments, beyond the initial five year period.

10. Integration.

This Agreement embodies the whole of the agreement between the parties for the administration of the County Business Income Tax. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

11. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12. Notice.

A. Project Managers. The City Project Manager shall be the Director of the City's Bureau of Licenses, or such other person as shall be designated in writing by the Director. The County's Project Manager shall be the County Finance Director, or

such other person as shall be designated in writing by the County Finance Director.

B. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: Bureau of Licenses Director
1120 SW 5th Avenue, Room 1206
Portland, Oregon 97204

If to the County: Multnomah County Finance Director
1120 SW 5th Avenue, Room 1430
Portland, Oregon 97204

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By _____
Mayor
City of Portland, Oregon

By _____
Chair
Multnomah County Board of
Commissioners

Date signed: _____

Date signed: _____

Approved as to Form:

Reviewed by:

Benjamin Walters
Jeffrey L. Rogers *Deputy*
City Attorney

John L. D. Bay
Laurence Kressel
County Counsel for
Multnomah County

license\misc.bew\intergov.agr



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

AMENDMENTS TO MCBIT ORDINANCE

1. After paragraph (G), add:

(H) Code conformity and consolidation of administration would provide for an overall reduction of administrative cost.
2. In 5.60.500 of the appended code, change the tax rate from 1.46 to 1.45.

1 **BEFORE THE BOARD OF COUNTY COMMISSIONERS**
2 **FOR MULTNOMAH COUNTY, OREGON**
3 **ORDINANCE NO. _____**
4

5 An ordinance amending Multnomah County Code Chapter 5.70, Business
6 Income Tax; creating Multnomah County Code Chapter 5.60, Multnomah County Business
7 Income Tax Law; providing for administration and collection and all related matters.

8 (Language in brackets [] is to be deleted and underlined language is new.)

9 Multnomah County ordains as follows:

10 Section I. Findings

11 (A) The City of Portland has had a Business License program in place since 1854.

12 (B) Multnomah County instituted a Business Income Tax (MCBIT) in 1976;
13 administered by Portland's Bureau of Licenses.

14 (C) In 1978, the County contracted with the Oregon State Department of Revenue
15 to administer MCBIT as part of the Oregon Corporate Income Tax program, and changed
16 the MCBIT ordinance provisions to conform more closely to state statutes.

17 (D) The divergence of the code provisions of Portland's Business License program
18 and MCBIT have placed a burden on businesses subject to both.

19 (E) In 1991, a City of Portland committee composed of business people and tax
20 preparers stated that code conformity and joint administration would reduce that burden.

21 (F) In 1992, the Governor's Task Force on Local Government Services
22 recommended Portland Business License/MCBIT code conformity and consolidation of
23 administration.

24 (G) The Multnomah County Finance Division, Planning and Budget Division in
25 cooperation with the Portland Bureau of Licenses developed similar ordinances to achieve
26 code conformity and consolidated administration.

1 Section II. New Business Income Tax Law Chapter

2 Chapter 5.60, Exhibit A attached hereto, is added to the Multnomah County
3 Code.

4 Sections III. Amendment of MCC 5.70.105

5 MCC 5.70.105 is amended to read as follows:

6 (A) This chapter shall apply to tax years ending on or after July 1, 1976 [.]
7 and beginning on or before December 31, 1992.

8
9 Adopted this _____ day of _____, 1993, being the date of its second reading
10 before the Board of County Commissioners of Multnomah County, Oregon.

11
12 By _____
13 Hank Miggins, Acting Chair
14 MULTNOMAH COUNTY, OREGON

15 REVIEWED:

16 
17 Laurence Kressel, County Counsel
18 of Multnomah County, Oregon

3. a. Interest and dividend income earned from investments if the income is not created in the course of or related to the taxfiler's business activities; or
 - b. Gains and losses incurred from the sale of assets which are not a part of a trade or business; or
4. The renting or leasing of residential real property, if the beneficial owner of such real property does not rent or lease more than nine dwelling units, at least one of which is within the County.

(G) Any person whose only business transactions in the County are exclusively limited to the following activities:

1. Raising, harvesting and selling of the person's own crops, or the feeding, breeding, management and sale of the person's own livestock, poultry, furbearing animals or honeybees, or sale of the produce thereof, or any other agricultural, horticultural or animal husbandry activity carried on by any person on said person's own behalf and not for others, or dairying and the sale of dairy products to processors.

This exemption shall not apply if, in addition to the farm activities described in this subsection, the person does any processing of the person's own farm products which changes their character or form, or the person's business includes the handling, preparation, storage, processing or marketing of farm products raised or produced by others; or the processing of milk or milk products whether produced by said person or by others for retail or wholesale distribution.

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5.60.500 Imposition and Rate of Tax.

(A) Except as otherwise provided in this chapter, a tax is hereby imposed upon each person doing business within Multnomah County equal to 1.46 percent (.0146) of the net income from the business within the County effective with tax years beginning on or after January 1, 1993.

(B) The payment of a tax required hereunder and the acceptance of such tax shall not entitle a taxfiler to carry on any business not in compliance with all the requirements of this Code and all other applicable laws.

5.60.510 Return Due Date.

(A) Tax returns shall be on forms provided or approved by the Administrator. All tax returns shall be filed, together with the specified tax by the 15th day of the 4th month following the end of the tax year.

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Business Income Tax

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

Achieve uniformity between Multnomah County Business Income Tax and City of Portland License Fee. Businesses and taxpayers of Multnomah County and City of Portland.

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

NONE

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

NONE


What is the fiscal impact, if any?

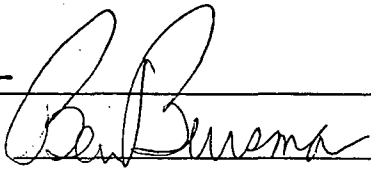
Savings to County and City is approximately \$161,000 in first year.

See attached memo for more details.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): 

Department Manager/Elected Official: _____

1 **BEFORE THE BOARD OF COUNTY COMMISSIONERS**

2 **FOR MULTNOMAH COUNTY, OREGON**

3 **ORDINANCE NO. _____**

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2 reduction of administrative cost.

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11 Adopted this _____ day of _____, 1993, being the date of its second reading
12 before the Board of County Commissioners of Multnomah County, Oregon.

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14 By _____
15 Hank Miggins, Acting Chair
16 MULTNOMAH COUNTY, OREGON

17 REVIEWED:

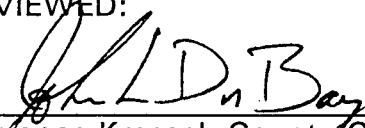
18 
19 Laurence Kressel, County Counsel
20 of Multnomah County, Oregon

EXHIBIT A

MULTNOMAH COUNTY BUSINESS INCOME TAX

5.60.005	Title
5.60.010	Fees for Revenue
5.60.020	Conformity to State Income Tax Laws
5.60.030	Presumption of Doing Business
5.60.100	Definitions
5.60.110	Income Defined
5.60.200	Administration
5.60.210	Administrative Authority
5.60.220	Ownership of Taxfiler Information
5.60.230	Confidentiality
5.60.240	Persons to Whom Information May be Furnished
5.60.250	Taxfiler Representation
5.60.255	Representation Restrictions
5.60.260	Examination of Books, Records or Persons
5.60.270	Records
5.60.280	Deficiencies and Refunds
5.60.290	Protests and Appeals
5.60.400	Exemptions
5.60.500	Imposition and Rate of Tax
5.60.510	Return Due Date
5.60.520	Quarterly Estimates
5.60.530	Schedule for Payment of Estimated Tax
5.60.550	Presumptive Tax
5.60.600	Income Determinations
5.60.610	Apportionment of Income
5.60.620	Changes to Federal or State Tax Returns
5.60.700	Penalties
5.60.710	Interest
5.60.715	Payments Applied
5.60.720	Interest on Refunds
5.60.730	Criminal Penalties For Violations of Business Income Tax Law By County Employees or Agents
5.60.800	Severability
5.60.820	Operative Date
5.60.840	Participation of Cities
5.60.850	MCC Chapter 5.70 Superseded By MCC Chapter 5.60

MULTNOMAH COUNTY BUSINESS INCOME TAX

5.60.005. Title.

This Chapter may be known and cited as the Multnomah County Business Income Tax Law.

5.60.010 Fees for Revenue.

The Board of Multnomah County Commissioners finds: 1) it is necessary to raise additional revenues to provide those County services required for the health, safety and welfare of the people of Multnomah County; 2) the purpose of the taxes imposed by this Chapter is to raise funds to provide those services within Multnomah County and, 3) in accordance with this finds, all proceeds collected under this Chapter shall be general fund revenue. This Chapter is intended to establish a unified system for collection and allocation of taxes based upon business net income by the County and by cities within the County.

5.60.020 Conformity to State Income Tax Laws.

The Business Income Tax Law shall be construed in conformity with the laws and regulations of the State of Oregon imposing taxes on or measured by net income. Any reference in this Chapter to the laws of the State of Oregon means the laws of the State of Oregon imposing taxes on or measured by net income as they are amended on or before June 30, 1993.

Should a question arise under the Business Income Tax Law on which this Chapter is silent, the Administrator may look to the laws of the State of Oregon for guidance in resolving the question, provided that the determination under State law is not in conflict with any provision of this Chapter or the State law is otherwise inapplicable.

5.60.030 Presumption of Doing Business.

A person is presumed to be doing business in the County and subject to this Chapter if engaged in any of the following activities:

- (A) Advertising or otherwise professing to be doing business within the County; or
- (B) Delivering goods or providing services to customers within the County; or
- (C) Owning, leasing or renting personal or real property within the County which is

used in a trade or business.

5.60.100 Definitions.

For the purpose of this Chapter, the terms used in this Chapter shall be defined as provided in this Chapter or in Administrative Rules, adopted under Section 5.60.210 unless the context requires otherwise:

- (A) **"Business"** means an enterprise, activity, profession or undertaking of any nature, whether related or unrelated, by a person doing business, including services performed by an individual for remuneration, but does not include wages earned as an employee.
- (B) **"Doing business"** means to engage in any activity in pursuit of gain, including but not limited to, any transaction involving the sale, rental or lease of property, the manufacture or sale of goods or the sale or rendering of services other than as an employee. To do business includes activities carried on by a person through officers, agents or employees as well as activities carried on by a person on his or her own behalf.
- (C) **"Employee"** means any individual who performs services for another individual or organization having the right to control the employee as to the services to be performed and as to the manner of performance.
- (D) **"Person"** includes, but is not limited to, a natural person, proprietorship, partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company or any other form of organization for doing business.
- (E) **"Taxfiler"** means a person doing business in the County and required to file a return under the Business Income Tax Law.
- (F) **"Individual"** means a natural person.
- (G) **"Controlling Shareholder"** means any person, either alone or together with that person's spouse, parents, and children, who, directly or indirectly, owns more than 5 percent of any class of outstanding stock or securities of the taxfiler. The term "controlling shareholder" may mean the controlling shareholders individually or in the aggregate.
- (H) **"Ownership of Outstanding Stock or Securities"** means the incidents of ownership which include the power to vote on the corporation's business affairs or for the directors, officers, operators or other managers of the taxfiler.
- (I) **"Nonbusiness Income"** means income not created in the course of the taxfiler's business activities.
- (J) **"Net Operating Loss"** means the negative taxable income that may result after the deductions allowed by the Business Income Tax Law in determining net income for the tax year.
- (K) **"Notice"** means a written document mailed first class by the Administrator or Division to the last known address of a taxfiler as provided to the Administrator or Division in the latest tax return on file with the Administrator.
- (L) **"Received"** means the postmark date affixed by the United States Postal Service if mailed or the date stamp if delivered by hand or sent by facsimile.

- (M) "Tax Year" means the taxable year of a person for Federal income tax purposes.
- (N) "Division" means the Finance Division of Multnomah County, Oregon.
- (O) "Director" means the Director of the Finance Division.
- (P) "Administrator" means the Bureau of Licenses, City of Portland, Oregon along with its employees and agents.
- (Q) "Appeals Board" means the hearings body designated by the Multnomah County Board of Commissioners to review taxfiler appeals from final determinations by the Administrator.

5.60.110. Income Defined.

"Income" means the net income arising from any business, as required to be reported to the State of Oregon for personal income, corporation excise tax, or income tax purposes, before any allocation or apportionment for operation out of state, or deduction for a net operating loss carry-forward or carry-back.

(A) Partnerships, S corporations, estates and trusts, shall be liable for the business tax and not the individual partners, shareholders or beneficiaries. The income of partnerships, S corporations, estates and trusts shall include all income passing through the entity including ordinary income, interest and dividend income, income from sales of business assets and other income attributable to the partnership, S corporation, estate or trust.

(B) If one or more persons are required to report their income to the State of Oregon for corporation excise or income tax purposes in a consolidated return, a single return shall be filed by the person filing such return. In such cases, "income" means the net income of the affiliated group of taxfilers who are carrying on a single unitary business before any allocation or apportionment for operation out of the state, or deduction for a net operating loss carry-forward or carry-back.

(C) The absence of reporting income to the State of Oregon shall not limit the ability of the Administrator to determine the correct income of the taxfiler through examination under Section 5.60.260.

5.60.200 Administration.

The City of Portland, Bureau of Licenses shall be the Administrator of record effective for tax years beginning on or after January 1, 1993.

The Administrator shall have access to and maintain all tax filings and records, under this Chapter, on behalf of the County.

5.60.210 Administrative Authority.

(A) The Administrator may implement procedures and forms for administering the provisions of the Business Income Tax Law.

(B) The Administrator may adopt rules relating to matters within the scope of this Chapter to administer compliance with the Business Income Tax Law.

(C) Before adopting a new rule, the Administrator shall hold a public hearing. Prior to the hearing, the Administrator shall publish a notice in a newspaper of general circulation in the County. The notice shall be published not less than ten (10) nor more than 30 days before the hearing. Such notice shall include the place, time and purpose of the public hearing, a brief description of the subjects covered by the proposed rule, and the location where copies of the full text of the proposed rule may be obtained.

(D) At the public hearing, the Administrator, or designee, shall take oral and written testimony concerning the proposed rule. The Administrator shall either adopt the proposed rule, modify, or reject it, taking into consideration the testimony received during the public hearing. If a substantial modification is made, additional public review shall be conducted, but no additional public notice shall be required if an announcement is made at the hearing of a future hearing for a date, time and place certain at which the modification will be discussed. Unless otherwise stated, all rules shall be effective upon adoption by the Administrator. All rules adopted by the Administrator shall be filed in the Division's office. Copies of all current rules shall be made available to the public upon request.

(E) Notwithstanding paragraphs (C) and (D) of this Section, the Administrator may adopt an interim rule without prior public notice upon a finding that failure to act promptly will result in serious prejudice to the public interest or the interest of the affected parties, stating the specific reasons for such prejudice. Any interim rule adopted pursuant to this paragraph shall be effective for a period of not longer than 180 days.

5.60.220 Ownership of Taxfiler Information.

Multnomah County shall be the sole owner of all filer information under the authority of this Chapter. The Director or the Director's designee shall have access to all taxfiler information at all times.

5.60.230 Confidentiality.

Except as provided in this Chapter or otherwise required by law, it shall be unlawful for the Division of the Administrator, or any elected official, employee, or agent of the County, or for any person who has acquired information pursuant to Section 5.60.240(B) to divulge, release, or make known in any manner any financial information submitted or disclosed to the County under the terms of the Business Income Tax Law. Nothing in this section shall be construed to prohibit:

(A) The disclosure of the names and addresses of any persons who have filed a return;
or

(B) The disclosure of general statistics in a form which would prevent the identification of financial information regarding an individual taxfiler.

5.60.240 Persons to Whom Information May be Furnished.

(A) The Division may disclose and give access to information described in Section 5.60.230 to an authorized representative of the Department of Revenue, State of Oregon, or of any local government of the State of Oregon imposing taxes upon or measured by gross receipts or net income, for the following purposes:

1. To inspect the tax return of any taxfiler;
2. To obtain an abstract or copy of the tax return;
3. To obtain information concerning any item contained in any return; or
4. To obtain information of any financial audit of the tax returns of any taxfiler.

Such disclosure and access shall be granted only if the laws, regulations or practices of such other jurisdiction maintain the confidentiality of such information at least to the extent provided by the Business Income Tax Law.

(B) Upon request of a taxfiler, or authorized representative, the Administrator shall provide copies of any tax return information filed by the tax filer in the Administrator's possession.

(C) The Division may also disclose and give access to information described in Section 5.60.230 to:

1. The County Counsel, or Deputy County Counsel, to the extent the Division deems disclosure or access necessary for the performance of the duties of advising or representing the Division.
2. Other County employees and agents, to the extent the Division deems disclosure or access necessary for such employees or agents to perform their duties under contracts or agreements between the Division and any other department, division, agency or subdivision of the County relating to the administration of the Business Income Tax Law.

(D) All employees and agents of the Division or County, prior to the performance of duties involving access to financial information submitted to the County under the terms of the Business Income Tax Law, shall be advised in writing of the provision of Section 5.60.730 relating to penalties for the violation of Sections 5.60.230, 5.60.240, and 5.60.255. Such employees and agents shall execute a certificate in a form prescribed by the Division, stating that the person has reviewed these provisions of law, has had them explained, and is aware of the penalties for the violation of Sections 5.60.230, 5.60.240 and 5.60.255.

(E) Prior to any disclosures permitted by this Section, all persons described in subsection (A) above, to whom disclosure or access to financial information is given, shall:

1. Be advised in writing of the provisions of Section 5.60.730 relating to penalties for the violation of Section 5.60.230; and
2. Execute a certificate in a form prescribed by the Division, stating these provisions

of law have been reviewed and they are aware of the penalties for the violation of Section 5.60.230.

(F) The Director's signature on the certificate, required by subsection (E)2, shall constitute consent to disclosure to the persons executing the certificate.

5.60.250 Taxfiler Representation.

No person shall be recognized as representing any taxfiler in regard to any matter relating to the tax of such taxfiler without written authorization of the taxfiler or unless the Administrator determines from other available information the person has authority to represent the taxfiler.

5.60.255 Representation Restrictions.

(A) No employee or official of the County, the Administrator, any public agency authorized to collect taxes imposed by this Chapter, shall represent any taxfiler in any matter before the Administrator. This restriction against taxfiler representation shall continue for two years after termination of employment or official status.

(B) Members of the Appeals Board, as described in Section 5.60.290 of this Chapter, shall not represent a taxfiler before the Appeals Board. No member of the Appeals Board shall participate in any matter before the Board if the appellant is a client of the member or the member's firm.

5.60.260 Examination of Books, Records or Persons.

(A) The Administrator may examine any books, papers, records, or memoranda, including state and federal income or excise tax returns, to ascertain the correctness of any tax return or to make an estimate of any tax. The Administrator shall have authority, after notice, to:

1. Require the attendance of any person required to file a tax return under the Business Income Tax Law, or officers, agents, or other persons with knowledge of the person's business operations, at any reasonable time and place the Administrator may designate;
2. Take testimony, with or without the power to administer oaths to any person required to be in attendance; and
3. Require proof for the information sought, necessary to carry out the provisions of this Chapter.

(B) The Administrator shall designate the employees who shall have the power to administer oaths hereunder. Such employees shall be notaries public of the State of Oregon.

5.60.270 Records.

Every person required to file a return under the Business Income Tax Law shall keep and preserve for not less than seven (7) years such documents and records, including State and Federal income and excise tax returns, accurately supporting the information reported on the taxfiler's return and calculation of tax for each tax year.

5.60.280 Deficiencies and Refunds.

(A) Deficiencies may be assessed and refunds granted any time within the period provided under ORS 314.410, ORS 314.415, and ORS 317.950. The Administrator may by agreement with the taxfiler extend such time periods to the same extent as provided by statute.

(B) Notwithstanding subsection (A), if no tax return is filed, the Administrator may determine taxes due under this Chapter at any time based on the information available to the Administrator. Taxes determined under this paragraph shall be subject to penalties and interest from the date the taxes should have been paid as provided in Section 5.60.510 in accordance with Sections 5.60.700 and 5.60.710.

5.60.290. Protests and Appeals.

(A) Any determination by the Administrator may be protested by the taxfiler. Written notice of the protest must be received by the Administrator within 30 days after the notice of determination was mailed or delivered to the taxfiler. The protest shall state the name and address of the taxfiler and an explanation of the grounds for the protest. The Administrator shall respond within 30 days after the protest is filed with the Administrator with either a revised determination or a final determination. The Administrator's determination shall include the reasons for the determination and state the time and manner for appealing the determination. The time to file a protest or the time for the Administrator's response may be extended by the Administrator, for good cause. Requests for extensions of time must be received prior to the expiration of the original 30 day protest deadline. Written notice shall be given to the taxfiler if the Administrator's deadline is extended.

(B) Any final determination by the Administrator may be appealed by the taxfiler to the Appeals Board. Written notice of the appeal must be received by the Administrator within 30 days after the final determination was mailed or delivered to the appellant. The notice of appeal shall state the name and address of the appellant and include a copy of the final determination.

(C) Within 90 days after the final determination was mailed or delivered to the taxfiler, the appellant shall file with the Appeals Board a written statement containing:

1. The reasons the Administrator's determination is incorrect; and
2. What the correct determination should be.

Failure to file such a written statement within the time permitted shall be deemed a waiver of any objections, and the appeal shall be dismissed.

(D) Within 150 days after the final determination was mailed or delivered to the

taxfiler, the Administrator shall file with the Appeals Board a written response to the appellant's statement. A copy of the Administrator's response shall be promptly mailed to the address provided by the appellant.

(E) The appellant shall be given not less than 14 days prior written notice of the hearing date and location. The appellant and the Administrator shall have the opportunity to present relevant testimony and oral argument. The Appeals Board may request such additional written comment and documents as it deems appropriate.

(F) Decisions of the Appeals Board shall be in writing, state the basis for the decision and be signed by the Appeals Board Chair.

(G) The decision of the Appeals Board shall be final on the date it is issued and no further administrative appeal shall be provided.

(H) The filing of an appeal with the Appeals Board shall temporarily suspend the obligation to pay any tax that is the subject of the appeal pending a final decision by the Appeals Board.

5.60.400 Exemptions.

To the extent set forth below, the following persons or incomes are exempt from tax requirements imposed by the Business Income Tax Law:

(A) Persons whom the County is prohibited from taxing under the Constitution or laws of the United States, the Constitution or laws of the State of Oregon, or the Charter of the County.

(B) Income arising from transactions which the County is prohibited from taxing under the Constitution or the laws of the United States, the Constitution or laws of the State of Oregon, or the Charter of the County.

(C) Persons whose gross receipts from all business, both within and without the County, amount to less than \$15,000 in any tax year. The Administrator may demand a statement that the person's gross receipts for any tax year were less than \$15,000.

(D) Corporations exempt from the Oregon Corporation Excise Tax under ORS 317.080, provided that any such corporation subject to the tax on unrelated business income under ORS 317.910 to 317.950 shall pay a tax based solely on such income.

(E) Trusts exempt from Federal Income Tax under Internal Revenue Code Section 501, provided that any exempt trust subject to tax on unrelated business income and certain other activities under Internal Revenue Code section 501(c) shall be subject to the tax under this chapter based solely on that income.

(F) Any individual whose only business transactions in the County are exclusively limited to the following activities:

1. Sales, exchanges or involuntary conversions of real property not held for sale in the ordinary course of a trade or business, unless the real property is used in the trade or business in connection with the production of income; or

2. The sale of personal property acquired for household or other personal use by the seller; or

3. a. Interest and dividend income earned from investments if the income is not created in the course of or related to the taxfiler's business activities; or
 - b. Gains and losses incurred from the sale of assets which are not a part of a trade or business; or
4. The renting or leasing of residential real property, if the beneficial owner of such real property does not rent or lease more than nine dwelling units, at least one of which is within the County.

(G) Any person whose only business transactions in the County are exclusively limited to the following activities:

1. Raising, harvesting and selling of the person's own crops, or the feeding, breeding, management and sale of the person's own livestock, poultry, furbearing animals or honeybees, or sale of the produce thereof, or any other agricultural, horticultural or animal husbandry activity carried on by any person on said person's own behalf and not for others, or dairying and the sale of dairy products to processors.

This exemption shall not apply if, in addition to the farm activities described in this subsection, the person does any processing of the person's own farm products which changes their character or form, or the person's business includes the handling, preparation, storage, processing or marketing of farm products raised or produced by others; or the processing of milk or milk products whether produced by said person or by others for retail or wholesale distribution.

2. Operating within a permanent structure a display space, booth or table for selling or displaying merchandise by an affiliated participant at any trade show, convention, festival, fair, circus, market, flea market, swapmeet or similar event for less than 14 days in any tax year.

5.60.500 Imposition and Rate of Tax.

(A) Except as otherwise provided in this chapter, a tax is hereby imposed upon each person doing business within Multnomah County equal to 1.45 percent (.0145) of the net income from the business within the County effective with tax years beginning on or after January 1, 1993.

(B) The payment of a tax required hereunder and the acceptance of such tax shall not entitle a taxfiler to carry on any business not in compliance with all the requirements of this Code and all other applicable laws.

5.60.510 Return Due Date.

(A) Tax returns shall be on forms provided or approved by the Administrator. All tax returns shall be filed, together with the specified tax by the 15th day of the 4th month following the end of the tax year.

(B) The Administrator may, for good cause, grant extensions for filing returns, except that no extension may be granted for more than six (6) months beyond the initial filing due date.

(C) The tax return shall contain a written declaration, verified by the taxfiler, to the effect that the statements made therein are true.

(D) The Administrator shall prepare blank tax returns and make them available upon request. Failure to receive or secure a form shall not relieve any person from the obligation to pay a tax under the Business Income Tax Law.

5.60.520 Quarterly Estimates.

For tax years beginning on or after January 1, 1993, every taxfiler who incurred a tax liability, under Section 5.60.500, or under Section 5.70.045 for the preceding tax year, of \$1,000 or greater shall estimate the taxfiler's tax liability for the current tax year under this Chapter and pay the amount of tax determined as provided in Section 5.60.530.

5.60.530 Schedule for Payment of Estimated Tax.

A taxfiler required under Section 5.60.520 to make payments of estimated tax shall make the payments in installments as follows:

(A) One quarter or more of the estimated tax on or before the 15th day of the fourth (4th) month of the tax year; and

(B) One quarter or more of the estimated tax on or before the 15th day of the sixth (6th) month of the tax year; and

(C) One quarter or more of the estimated tax on or before the 15th day of the ninth (9th) month of the tax year; and

(D) The balance of the estimated tax shall be paid on or before the 15th day of the twelfth (12th) month of the tax year.

(E) Any payment of the estimated tax received by the Administrator for which the taxfiler has made no designation of the quarterly installment to which the payment is to be applied, shall first be applied to underpayments of estimated tax due for any prior quarter of the tax year. Any excess amount shall be applied to the installment that next becomes due after the payment was received.

5.60.550 Presumptive Tax.

(A) If a person fails to file a return, a rebuttable presumption shall exist that the tax payable amounts to \$500 for every tax year for which a return has not been filed.

(B) Nothing in this Section shall prevent the Administrator from assessing, under Section 5.60.280(B) or 5.60.710(B) a tax payable in excess of \$500 per tax year.

5.60.600 Income Determinations.

(A) Sole Proprietorships.

In determining income, no deductions shall be allowed for any compensation for services rendered by, or interest paid to, owners. However, 75 percent of income determined without such deductions shall be allowed as an additional deduction, not to exceed \$50,000 per owner.

(B) Partnerships.

In determining income, no deduction shall be allowed for any compensation for services rendered by, or interest paid to, owners. Guaranteed payments to partners shall be deemed compensation paid to owners for services rendered. However:

1. For general partners, 75 percent of income determined without such deductions shall be allowed as an additional deduction, not to exceed \$50,000 per general partner.

2. For limited partners, 75 percent of income determined without such deductions shall be allowed as an additional deduction, not to exceed the lesser of actual compensation and interest paid or \$50,000 per limited partner.

(C) Corporations

In determining income, no deduction shall be allowed for any compensation for services rendered by, or interest paid to, controlling shareholders of any corporation, including, but not limited to C and S corporations. However, 75 percent of the corporation's income, determined without deduction of compensation or interest, shall be allowed as a deduction in addition to any other allowable deductions, not to exceed the lesser of the actual compensation and interest paid or \$50,000 for each controlling shareholder.

1. For purposes of this subsection, to calculate the compensation for services rendered by or interest paid to controlling shareholders that must be added back to income, wages, salaries, fees, or interest paid to all persons meeting the definition of a controlling shareholder, must be included.

2. For purposes of this subsection, in determining the number of controlling shareholders, a controlling shareholder and that person's spouse, parents and children count as one owner, unless such spouse, parent or child individually own more than 5 percent ownership of outstanding stock or securities in their own name. In that case, each spouse, parent or child who owns more than 5 percent of stock shall be deemed to be an additional controlling shareholder.

3. For purposes of this subsection, joint ownership of outstanding stock or securities shall not be considered separate ownership.

(D) Estates and Trusts.

In determining income for estates and trusts, income shall be measured before distribution of profits to beneficiaries. No additional deduction shall be allowed.

(E) Nonbusiness Income.

In determining income under this Section, a deduction shall be allowed for nonbusiness income. Income treated as nonbusiness income for State of Oregon tax purposes may not necessarily be defined as nonbusiness income under the Business Income Tax Law. Interest and dividend income, rental income from real and personal business property, and gains on sale of property or investments owned by a trade or business shall be treated as business income for

purposes of the Business Income Tax Law. Income derived from outside unitary business functions shall be considered nonbusiness income. The taxfiler shall have the burden of showing that income is nonbusiness income.

(F) Taxes Based on or Measured by Net Income

In determining income, no deduction shall be allowed for taxes based on or measured by net income.

(G) Ordinary Gain or Loss.

In determining income, gain or loss from the sale, exchange or involuntary conversion of real property or tangible and intangible personal property not exempt under Section 5.60.400(E) shall be included as ordinary gain or loss.

(H) Net Operating Loss

In determining income, a deduction shall be allowed equal to the aggregate of the net operating losses incurred in prior years, not to exceed 75 percent of the income determined for the current tax year before this deduction but after all other deductions from income allowed by this Section and apportioned for business activity both within and without Multnomah County.

1. When the operations of the taxfiler from doing business both within and without the County result in a net operating loss, such loss shall be apportioned in the same manner as the net income under Section 5.60.610. However, in no case shall a net operating loss be carried forward from any tax year during which the taxfiler conducted no business within the County or the taxfiler was otherwise exempt from tax filing requirements.

2. In computing the net operating loss for any tax year, the net operating loss of a prior tax year shall not be allowed as a deduction.

3. The net operating loss of the earliest tax year available shall be exhausted before a net operating loss from a later tax year may be deducted.

4. The net operating loss in any tax year shall be allowed as a deduction in any of the 5 succeeding tax years. Any partial tax year shall be treated the same as a full tax year in determining the appropriate carry-forward period.

5.60.610 Apportionment of Income.

(A) "Business activity" means any of the elements of doing business. However, a person shall not be considered to have engaged in business activities solely by reason of sales of tangible personal property in any state or political subdivision, or solely the solicitation of orders for sales of tangible personal property in such state or subdivision. Business activities conducted on behalf of a person by independent contractors are not considered business activities by the person in such state or subdivision.

(B) Any taxfiler having income from business activity both within and without the County shall in computing the tax, determine the income apportioned to the County by multiplying the total net income from the taxfiler's business by a fraction, the numerator of which is the total gross income of the taxfiler from business activity in the County during the tax year, and the denominator of which is the total gross income of the taxfiler from business activity everywhere during the tax year.

(C) In determining the apportionment of gross income within the County under subsection (B):

1. Sales of tangible personal property shall be deemed to take place in the County if the property is delivered or shipped to a purchaser within the County regardless of the f.o.b. point or other conditions of sale. Sales of tangible personal property shipped from the County to a purchaser located where the taxfiler is not taxable shall not be apportioned to the County.

2. Sales other than sales of tangible personal property shall be deemed to take place in the County, if the income producing activity is performed in the County or the income producing activity is performed both in and outside the County and a greater portion of the income producing activity is performed in the County than outside the County based on costs of performance.

(D) If the apportionment provisions of subsection (B) do not fairly represent the extent of the taxfiler's business activity in the county and result in the violation of the taxfiler's rights under the Constitution of this State or the United States, the taxfiler may petition the Administrator to permit the taxfiler to:

1. Utilize the method of allocation and apportionment used by the taxfiler under the applicable laws of the State of Oregon imposing taxes upon or measured by net income; or

2. Utilize any other method to effectuate an equitable apportionment of the taxfiler's income.

5.60.620 Changes to Federal or State Tax Returns.

(A) If a taxfiler's reported net income under applicable Oregon laws imposing a tax on or measured by income is changed by the Federal Internal Revenue Service or the Oregon Department of Revenue, or amended by the taxfiler to correct an error in the original Federal or State return, a report of such change shall be filed with the Administrator within 60 days after the taxfiler receives notice of the final determination of change or after an amended return is filed with the Federal or State agencies. The report shall be accompanied by an amended tax return with respect to such income and by any additional fee, penalty, and interest due.

(B) The Administrator may assess deficiencies and grant refunds resulting from changes in Federal or State returns within the time periods provided for in Section 5.60.280, treating the report of change in Federal or State returns as the filing of an amended tax return.

(C) The Administrator may assess penalties as provided in Section 5.60.700 (A) on the additional tax due, or may refuse to grant a refund of taxes as a result of the amended return if the amended return is not filed with the Administrator within the time limits set forth in subsection (A).

5.60.700 Penalties.

(A) A penalty shall be assessed if a person:

1. a. Fails to file a tax return at the time required under Section 5.60.510 (A) or 5.60.620 (A); or

- b. Fails to pay a tax when due.
- 2. The penalty under subsection (A) shall be calculated as:
 - a. Five percent (0.05) of the tax if the failure is for a period less than four (4) months;
 - b. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more; and
 - c. An additional penalty of 100 percent (1.00) of the tax if the failure is for three (3) or more consecutive tax years.
- (B) A penalty shall be assessed if a person:
 - 1.
 - a. Fails to file a tax return by the extended due date; or
 - b. Fails to pay the tax liability by the extended due date.
 - 2. The penalty under subsection (B) shall be calculated as:
 - a. Five percent (0.05) of the tax if the failure is for a period less than four (4) months; and
 - b. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more.
- (C) A penalty shall be assessed if a person:
 - 1.
 - a. Fails to pay at least 90 percent (0.90) of the tax liability by the original due date; or
 - b. Fails to pay at least 100 percent (1.00) of the prior year's tax liability by the original due date;
 - 2. The penalty under subsection (C) shall be calculated as:
 - a. Five percent (0.05) of the tax if the failure is for a period less than 4 months; and
 - b. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more.
- (D) A penalty shall be assessed if a person underpays any quarterly estimated tax under Sections 5.60.520 and 5.60.530. The penalty shall be calculated as:
 - 1. Five percent (0.05) of the tax if the failure is for a period less than four (4) months; and
 - 2. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more.
- (E) Notwithstanding subsection (D), there shall be no penalty on underpayment of estimated tax if:
 - 1. The tax liability of the prior tax year was less than \$1000; or
 - 2. An amount equal to at least 90 percent (0.90) of the tax liability for the current taxable year was paid in accordance with Section 5.60.530; or
 - 3. An amount equal to at least 100 percent (1.00) of the prior year's tax liability was paid in accordance with Section 5.60.530.
- (F) The Administrator may impose a civil penalty of up to \$500 for each of the following violations of the Business Income Tax Law:
 - 1. Failure to file any tax return within 90 days of the Administrator's original written notice to file;

2. Failure to pay any fee within 90 days of the Administrator's original written notice for payment; or

3. Failure to provide documents as required by Section 5.60.260 within 90 days of the Administrator's original written notice to provide documents.

(G) The Administrator may impose a civil penalty, under subsection (F) only if the Administrator gave notice of the potential for assessment of civil penalties for failure to comply or respond in the original written notice.

5.60.710 Interest.

(A) Interest shall be collected on any unpaid tax at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the original due date of the tax to the 15th day of the month following the date of payment.

(B) If a person fails to file a tax return on the prescribed date, or any extension thereof granted under Section 5.60.510 (B), the Administrator may determine the tax payable according to the best information available to the Administrator. If the Administrator determines the tax payable under this subsection, the Administrator shall assess appropriate penalties and interest and shall send notice to such person of the determination and assessment.

(C) For purposes of subsection (A) of this Section, the amount of tax due on the tax return shall be reduced by the amount of any tax payment made on or before the date for payment of the tax in accordance with Section 5.60.510 (A).

(D) Interest at the rate specified in subsection (A) of this Section shall accrue from the original due date without regard to any extension of the filing date.

5.60.715 Payments Applied.

Taxes received shall first be applied to any penalty accrued, then to interest accrued, then to taxes due.

5.60.720 Interest on Refunds.

When, under a provision of the Business Income Tax Law, taxfilers are entitled to a refund of a portion or all of a tax paid to the Administrator, they shall receive simple interest on such amount at the rate specified in Section 5.60.710(A), subject to the following:

(A) Any overpayments shall be refunded with interest for each month or fraction thereof for a period beginning four (4) months after the due date or the date the tax was paid, whichever is later, to the date of the refund; and

(B) Any overpayments of estimated tax shall be refunded with interest for each month or fraction thereof for the period beginning four (4) months after the date the amended or final

return was filed. This subsection shall apply to returns that are amended due to a change in the Federal or State of Oregon tax returns.

5.60.730 Criminal Penalties For Violations of Law By County Employees or Agents.

Violation of Sections 5.60.230 or 5.60.240 is punishable, upon conviction thereof, by a fine not exceeding \$1,000 or by imprisonment for a period not exceeding 12 months, or by both fine and imprisonment. In addition, any County employee convicted for violation of Sections 5.60.230 or 5.60.240 shall be dismissed from employment and shall be barred from employment for a period of five (5) years thereafter. Any agent of the County shall, upon conviction, be ineligible for participation in any County contract for a period of five (5) years thereafter.

5.60.800 Severability.

If any Section, subsection, paragraph, sentence, clause or phrase of this Chapter is for any reason held to be unconstitutional or otherwise invalid, that decision shall not affect the validity of the remaining portions of this Chapter. The Board of County Commissioners hereby declares that it would have passed each Section, subsection, paragraph, sentence, clause or phrase regardless of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

5.60.820 Operative Date.

This chapter shall apply to tax years beginning on or after January 1, 1993.

5.60.840 Participation of Cities.

To facilitate a unified system of collection and allocation of all county and municipal taxes upon business net income within Multnomah County, any city the territory of which is in whole or in part within Multnomah County may, if authorized by its governing body, participate under and share in the revenue derived from this Chapter, upon such terms and conditions as the County and city may agree by written contract.



CITY OF

PORTLAND, OREGON

BUREAU OF LICENSES

Dennis Nelson

License Bureau Director

Phone:

(503) 823-5154

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TDD: (503) 823-6868

1120 S.W. 5th Avenue
Room 1206
Portland, Oregon 97204

MEETING DATE: JUN 17 1993

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution to consolidate County Business Income Tax with City Business License Program

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 17, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer and Ben Buisman

ACTION REQUESTED:

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

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

The resolution states that BCC adopts Intergovernmental Agreement consolidating the Multnomah County Business Income Tax with the City of Portland's Business License Program. This consolidation would simplify recordkeeping and filing for businesses, and is accomplished with no increase in administrative fee for the County.

Authorizes Finance Director to send notice to the State Department that the County will terminate the Intergovernmental Agreement between the State and County effective January 1, 1994.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Hank Higgins

OR

DEPARTMENT MANAGER: Paul Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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BOARD OF
COUNTY COMMISSIONERS
JUN 10 AM 11:59
MULTNOMAH COUNTY
OREGON



Working together for better government



MULTNOMAH COUNTY/CITY OF PORTLAND BUSINESS TAX CONSOLIDATION

SUMMARY

Code conformity and joint administration of the City of Portland Business License program and the Multnomah County Business Income Tax program has been discussed by three different groups over the past three years. First, the Business License Review Committee (1990-91) recommended that joint administration of the programs be studied further to determine the costs and benefits. Second, a joint City/County task force (1991-92) reviewed the issue and made recommendations for code changes to begin the code conformity process. Finally, the Governor's Task Force on Local Government Operations (1992) recommended that the two programs (the only local programs currently in existence) should be brought into conformity and administered by a single department.

As a result of these recommendations, staff from the City's Bureau of Licenses and the County's Finance Division and Budget and Planning Division began meeting in September, 1992 to develop a draft proposal for code conformity and joint administration of the two programs. In the development of this proposal, meetings were held with the Department of Revenue and the Governor's Office, and the Association of Oregon Counties and the League of Oregon Cities was informed of the process and content.

On March 18, 1993, a meeting was held by Multnomah County Commissioner Dan Saltzman, Hank Miggins and City Commissioner Charlie Hales with a business advisory group. At that meeting City and County staff presented a proposal for the consolidation of the Multnomah County Business Income Tax and Portland's Business License Fee program.

The result of the meeting was a consensus that the County and the City should continue their efforts. It was further recommended that the City and County consult extensively with the business community to gather input on the effect of proposed code changes as the two codes were brought into conformity.

In April of 1993, the Board of County Commissioners and the Portland City Council passed resolutions outlining the goals of the consolidation process. Those goals included:

- * Code conformity between the City and County programs.
- * Joint administration
- * A single set of procedures and definitions.
- * A single form.
- * Reasonable overall "revenue neutrality".
- * An effort to solicit comment from those potentially impacted by changes.
- * Implementation by January 1, 1994.

During the week of June 14, 1993, ordinances and an intergovernmental agreement will be introduced by City Commissioner Gretchen Kafoury and Multnomah County Chair Hank Miggins which will conform the codes of the two programs and provide for their joint administration by the City Bureau of License. This comes at the end of a process that included contact with over 400 local businesses, tax professionals and business organizations.

Some highlights of the newly conformed code:

- * Single set of definitions means only having to keep one set of books for both programs, saving time and costs.
- * Increase of exemption level from \$10,000 to \$15,000 of gross receipts means approximately 1500 small businesses will be exempted from program.
- * Increase of quarterly estimated tax threshold from \$500 to \$1000 exempts approximately 1300 businesses from making quarterly estimated tax payments.
- * Multnomah County joins the City in allowing an exemption for the rental of less than 10 residential dwelling units.
- * The code changes are revenue neutral.
- * Single factor sales apportionment without sales throwback.

Some advantages of the joint administration of the programs under the Bureau of Licenses:

- * Projected savings of between \$500,000 and \$750,000 for the City of Portland over the current system, based on the 5 year duration of the intergovernmental agreement.
- * Local control and increased flexibility for code changes.
- * Increased local supervision of administration.
- * Convenient local contact for businesses.
- * Local access of records and proximity of businesses for enforcement purposes.

In the Matter of consolidating administration
of the Multnomah County Business Income Tax
and the Portland Business License Fee

)
) RESOLUTION
)

by:

Assistant County Counsel

EXHIBIT B

MULTNOMAH COUNTY, OREGON
CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Multnomah County, Oregon, hereinafter "County", and the City of Portland, hereinafter "City", is pursuant to authority of ORS Chapter 190.

WITNESSETH, the parties hereto recite the following reasons for entering into this agreement:

- a. The consolidated administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax would simplify reporting requirements for businesses and reduce administrative costs for both the City and the County;
- b. A consolidated program would allow businesses to follow a single set of procedures and definitions and to file a single reporting form for both the City and the County;
- c. The City and the County have jointly developed a plan to achieve code conformity and consolidated administration;
- d. The City is willing and able to administer the Multnomah County Business Income Tax for the County.

NOW THEREFORE, in consideration of the mutual promises contained herein and as authorized by ORS 190.010 to 190.030, the parties agree as follows:

1. General Administration.

A. The City of Portland's Bureau of Licenses (the Bureau) shall supervise and administer the Multnomah County Business Income Tax Law, imposed by the Multnomah County Code as adopted by the Multnomah County Commission (the County Business Income Tax).

B. The Bureau shall be responsible for all administration of the County Business Income Tax, including, but not limited to, adopting administrative rules, collecting estimated tax payments, auditing returns, assessing and collecting tax deficiencies, including penalties and interest, making refunds, hearing appeals, and taking any other action necessary to administer and collect taxes under the County

Business Income Tax. The County shall be responsible for defending any claims against the County Business Income Tax regarding the legal validity or constitutionality of the County Business Income Tax.

C. In performing its duties under this Agreement, the Bureau may in its discretion determine what action shall be taken to enforce the provisions of the County Business Income Tax and collect the tax imposed thereunder. In exercising its discretion, the Bureau shall provide a level of service comparable to the level of service it provides in the administration of the Business License Law. If the Bureau deems it necessary to vary substantially from this standard, the Bureau shall notify the County of the need and obtain its written consent.

D. The Bureau will begin administration of the County Business Income Tax on July 1, 1993. The County shall provide the Bureau with all information necessary for the administration of the County Business Income Tax on or before September 1, 1993.

E. The Bureau will begin collection of the tax imposed under the County Business Income Tax on January 1, 1994. The Department of Revenue, State of Oregon, (the Department) shall be responsible for collection of all taxes for the tax years prior to that date, under the agreement previously existing between the County and the Department. If the Department is otherwise unwilling or unable to collect taxes for prior tax years, the City and County may enter into a separate agreement to authorize the Bureau to collect taxes under the County Business Income Tax for prior tax years.

F. Appeals Board.

1. The County designates the Business License Appeals Board, as created by the Business License Law, as the body for reviewing taxfiler appeals from final determinations made by the Bureau under the County Business Income Tax.

2. The County Chair shall provide recommendations for appointments to be made by the Mayor to the Business License Appeals Board. The Mayor shall appoint one (1) of the three (3) public members of the Business License Appeal Board from the list of recommendations submitted by the County Chair.

2. Payments to the County.

The Bureau shall deposit all taxes collected under this Agreement to a trustee account within the City established on behalf of and for the benefit of the County. The account shall earn interest based on the City's internal interest allocation used for its own funds. The City shall, after deducting its cost of administration, refunds and other credits, remit the balance of the tax collected under this Agreement to the County by the tenth (10th) business day following the close of each month. The Bureau shall maintain a reserve balance of approximately Seventy five thousand dollars (\$75,000). Payments of taxes collected under this Agreement shall be made by the Bureau to the County's Local Government Investment Pool Account No. 4017. Should extraordinary refunds, adjustments, or credits require funds in excess of \$75,000, the County shall transfer necessary funds to the Bureau from its Local Government Investment Pool Account No. 4017 to the City's Local Government Investment Pool Account No. 4002. The Bureau shall prepare monthly reconciliations of deposits made and net revenues collected. The Bureau shall provide a minimum of 10 days prior notice if it requires transfer by the County of an amount equal to or greater than \$500,000.

3. Payments to the City.

Effective July 1, 1993, the City shall receive compensation for administering the County Business Income Tax. For fiscal year 1993-94, the County shall pay compensation to the City in the amount of Three hundred fifty thousand dollars (\$350,000). The City is authorized to deduct the first Three hundred fifty thousand dollars (\$350,000) collected in taxes under this Agreement in fiscal year 1993-94 as this compensation. For fiscal year 1994-95, the County shall compensate the City in the amount of Four hundred fifty thousand dollars (\$450,000). For fiscal year 1995-96 and thereafter, the annual compensation for the City for administration services shall be Four hundred fifty thousand dollars (\$450,000), adjusted annually by the greater of three percent (3%) or the Portland Consumer Price Index All Urban Consumers (CPI-U) as issued by the US Department of Labor, Bureau of Labor Statistics during February of each year. Except for the compensation paid in fiscal year 1993-94, the compensation to the City shall be paid in twelve (12) equal payments, deducted from payments to the County as described in paragraph 2. Payments to the City shall be made by the tenth (10th) business day following the close of each month.

4. Notification of Changes.

A. County Business Income Tax Changes. The parties shall cooperate in amending the County Business Income Tax or the Business License Law to ensure uniformity and consistency in these respective codes and in administration. Both parties to this Agreement shall notify the other of any intent to make changes, whether in the law or in the tax or fee rates, at least ninety (90) days prior to adopting the change. If both parties mutually agree to make changes, such changes may take effect in less than the ninety (90) days required.

B. Administrative Rules. The County's Finance Director, or designee, shall be involved in the development of Administrative Rules. The Bureau shall not initiate the public process for review and comment on proposed Administrative Rules until the County's Finance Director and the Bureau mutually agree on the content and substance of the Administrative Rules. The Bureau shall notify the County's Finance Director at least thirty (30) days prior to scheduling any public hearing on proposed Administrative Rules, unless both parties mutually agree to notice of less than thirty (30) days.

5. Reports.

A. The Bureau shall provide a receipts and expenditure report to the County at the close of each of the City's accounting periods. The Bureau will deliver a preliminary report, estimating receipts and expenditures by tax year, to the County by the 10th day of each month. If the 10th day falls on a legal holiday or on a weekend, the preliminary report will be delivered on the following business day.

B. The Bureau shall provide the County with quarterly reports of large potential refunds, due to amended returns, appeals or overpaid estimates. For purposes of the preceding sentence, "large" shall mean an accumulated total of at least \$75,000

C. The Bureau shall provide a written annual summary of the proceeding year to the County, showing the number of tax returns filed and dollars paid by entity type, total revenues collected, refunds paid, administrative costs, and other pertinent information.

D. The Bureau will provide other reports, or may discontinue or combine any of the above reports, as the Bureau

and the County may mutually agree. If the reports requested by the County require extensive programming time, the City and the County may agree upon additional charges to be paid for such additional work under this Agreement.

6. Information.

A. The parties will cooperate in exchanging information and making joint public announcements to promote the effective administration of the County Business Income Tax and the Business License Law. In regard to the County Business Income Tax, all public announcements and all correspondence relating to policy matters and public relations will be the County's responsibility. The Bureau shall promptly notify the County of any matter arising from the administration of the County Business Income Tax that may require any legislative amendments or affect County policy, including any policy relating to the amount of taxes collected.

B. Public Records.

1. All work performed by the City under the terms of this agreement shall be considered to be the property of the County. The County shall own any and all data, documents, plans, working papers and any other materials the City produces in connection with this Agreement. Upon termination of this Agreement, the City shall deliver all materials produced in connection with this Agreement, upon reasonable notice from the County.

2. The Bureau may receive public records requests for County Business Income Tax records obtained by or provided to the Bureau under this Agreement. Any requests for such records shall be forwarded to the County's Finance Director by the following business day. The Finance Director may determine if the requested records exist, and if such records are subject to the public records law. Any determination made by the County under the public records law shall be the County's sole responsibility, including but not limited to any legal defenses of such determinations.

7. Limitations and Conditions.

A. To the extent permitted by Oregon law, the City shall indemnify, within the limits of the Oregon Tort Claims, the County from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from

any of the Bureau's activities under this Agreement, provided, that the City shall not be required to indemnify the County for any such claims, demands, settlements or judgments arising from the wrongful acts of the County's officers, agents or employees.

B. To the extent permitted by Oregon law, the County shall indemnify, within the limits of the Oregon Tort Claims, the City from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from any of the County's activities under this Agreement, provided, that the County shall not be required to indemnify the City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's officers, agents or employees.

8. Confidentiality.

A. The information provided by individual taxpayers on tax returns shall be treated as confidential information to the extent permitted under Oregon law. Such information may be disclosed to the County, for purposes of monitoring or overseeing the Bureau's administration of the County Business Income Tax or for County revenue forecasting and budgeting. If authorized by the County's Finance Director, County officers, agents or employees may have access to such information after the execution of a certificate of confidentiality. The certificate shall advise the officer, agent or employee of the penalties for disclosure of confidential information. The County shall obtain and keep on file such certificates for its employees, agents and officers, and will provide a copy of the certificate to the Bureau.

B. When making requests for such information, other than routinely agreed upon reports, the County shall give not less than ten (10) days prior notice to the Bureau, stating the information desired, the purpose of the request and the use to be made of such information.

C. The County may audit the Bureau's administration of the County Business Income Tax, applying generally accepted audit standards. The County shall provide reasonable prior notice of its intent to audit the Bureau. Prior to beginning the audit, all County officers, agents or employees participating in the audit shall execute confidentiality certificates as provided herein.

D. The County's Finance Director may, at the County's expense, request and have installed one "inquiry only" telephone

access line to the Bureau's business database. Access to the database shall be restricted to the Finance Director and any designees. Access to the database shall be protected by restrictions, including but not limited to password access codes and physical lockouts. Prior to the installation of the "inquiry only" line, confidentiality certificates shall be executed by the Finance Director and any designees to be given access to the line.

9. Term.

A. The term of this Agreement shall be five years from the date it is executed by all parties, unless terminated by operation of law or by either party upon six months prior written notice. Prior to the termination date of this Agreement, the County and the Bureau will determine the disposition of pending matters which will not otherwise be completed within the term of this Agreement, and the Bureau will provide the County with such records as are necessary for the County to commence collecting the tax under the County Business Income Tax.

B. At its sole option, the County may extend the term of this Agreement by additional five year increments, beyond the initial five year period.

10. Integration.

This Agreement embodies the whole of the agreement between the parties for the administration of the County Business Income Tax. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

11. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12. Notice.

A. Project Managers. The City Project Manager shall be the Director of the City's Bureau of Licenses, or such other person as shall be designated in writing by the Director. The County's Project Manager shall be the County Finance Director, or

such other person as shall be designated in writing by the County Finance Director.

B. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: Bureau of Licenses Director
1120 SW 5th Avenue, Room 1206
Portland, Oregon 97204

If to the County: Multnomah County Finance Director
1120 SW 5th Avenue, Room 1430
Portland, Oregon 97204

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By _____
Mayor
City of Portland, Oregon

By _____
Chair
Multnomah County Board of
Commissioners

Date signed: _____

Date signed: _____

Approved as to Form:

Reviewed by:

Benjamin Walters
Jeffrey L. Rogers *Deputy*
City Attorney

John D. Bay
Laurence Kressel
County Counsel for
Multnomah County

license\misc.bew\intergov.agr

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

6/17/83

NAME

Cornetta J. Smith

ADDRESS

1425 N.E. Dekum

STREET

Portland

97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-8

SUPPORT

☒ OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

6/17/93

NAME

Eileen Byrnes

ADDRESS

1425 N. E. DEKUN

STREET

Portland

CITY

97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-8

SUPPORT



OPPOSE

SUBMIT TO BOARD CLERK

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. R-8

REQUEST FOR HEARING

SUBJECT: APPEAL OF DENIAL TO REPURCHASE

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached is a request for hearing from the Albina Ministerial Alliance following denial of a request to repurchase on contract terms.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Christy BH Willis

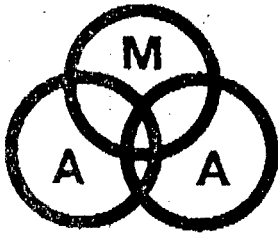
COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUN 11 AM 10:01

STAFF REPORT

The attached letter from The Albina Ministerial Alliance to repurchase property at 73 NE Stanton Street, Portland on contract is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 3. E.

It appears that The Albina Ministerial Alliance has the ability to meet minimum requirements of a contract authorized by ORS 275.190, but they do not meet the standards of Multnomah County Ordinance 560, Section 2, A. 1 & 2, because the property is not the primary location of their business and because real property located at 424 NE Wygant, 4794 NE Martin Luther King and 4622 NE Martin Luther King were foreclosed in 1988 for nonpayment of taxes; therefore the request to repurchase on contract was denied.



ALBINA MINISTERIAL ALLIANCE

P.O. Box 11243, Portland, Oregon 97211

(503) 285-0493

EXECUTIVE DIRECTOR
Mrs. Cornetta J. Smith

PRESIDENT
Bishop A. A. Wells
Emmanuel Temple FGP
Portland, Oregon

PRESIDENT EMERITUS
Rev. John H. Jackson
Portland, Oregon

1ST VICE PRESIDENT
Bishop Grace C. Osborne
Faith Tabernacle Church
Portland, Oregon

2ND VICE PRESIDENT
Rev. Terry Allen Moe
Redeemer Lutheran Church
Portland, Oregon

FINANCE COMMITTEE CHAIRMAN
Rev. William F. Adix
Emmanuel Hospital Medical Center
Portland, Oregon

TREASURER
Rev. Paul Spurlock
Ainsworth United Church of Christ
Portland, Oregon

MEMBER AT LARGE
Rev. James Martin
Mt. Olivet Baptist Church
Portland, Oregon

SECRETARY
Fr. Joseph Heuberg
Immaculate Heart Catholic
Portland, Oregon

PARLIAMENTARIAN
Rev. Donald Frazier
Mt. Sinai Baptist Church
Portland, Oregon

PRAYER CHAIRMAN
Rev. Ralph Greenidge
Maranatha Church
Portland, Oregon

RELIGIOUS COORDINATOR
Rev. Denise Bell
Mallory Avenue Christian Church
Portland, Oregon

PROGRAM COMMITTEE CHAIRMAN
Rev. Victor Brown
Community Church of God
Portland, Oregon

MEMBERSHIP CHAIRMAN
Rev. Aaron Hamlin
Piedmont Friends Church
Portland, Oregon

Laurence C. Baxter
Multnomah County Tax Title
2505 SE 11th Ave.
Portland, Oregon 97202

RE: Request to purchase Tax Foreclosure Property 73 NE Stanton St. has been denied.

This denial was based on failure to comply with Requirement No.1 and 2.

1. The property must be the primary residence of the owner.
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes.

We are appealing this denial based on the following information.

1. In relation to the property needing to be the primary location of the owners business; AMA plans to provide transitional housing services at this location. (see 501-3 letter and Mult Co. contract) Please note that this property would be our largest facility for housing homeless families.

2. The potential income on this property through our contract with Mult. Co. will insure that these taxes can be paid. This contract has been increased since AMA was previously unable to pay taxes.

If More information is needed please feel free to contact me.

Thank you for your consideration of this request.

Sincerely

Cornetta J. Smith
Cornetta J. Smith 2-1-93
Exec. Dir.
Albina Ministerial Alliance

January 22, 1993

Albina Ministerial Alliance
P.O. Box 11243
Portland, Or 97211

RE: Request to purchase Tax Foreclosed Property 73 NE Stanton St. (00961-1210)

Your request to repurchase Albina Lot 20, Block 29 commonly known as 73 NE Stanton St has been denied.

Multnomah County Ordinance 560 provides the following:

1. The property must be the primary residence of the owner or the primary location of the owner's business; and
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of ten(10) percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety(90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

This denial is based on failure to comply with Requirement No. 1 and 2 above.

You may appeal this denial to the Board of County Commissioners. Your appeal must be in writing, recite the facts forming the basis for appeal, and reflect the reasons the petitioner believes the Board should reverse Tax Title's decision. This appeal must be sent by February 1, 1993 to:

Laurence C. Baxter
Multnomah County Tax Title
2505 SE 11th Ave.
Portland, Oregon 97202

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit

CERTIFIED P 905 209 297

cc: Albina Ministerial Alliance 1425 NE Dekum St Portland, Or 97211-4121

P 905 209 297



Certified Mail Receipt
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>Alfred M. Mestralot</i> <i>alliance</i>	
Street & No. <i>P.O. 11243</i>	
P.O., State & ZIP Code <i>Portland OR 97211</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, June 1990

NOV 11 1990 * U.S. GPO: 1991-287-066

SENDED

00961-1210

receive the
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Delivery

for fee.

97

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DOMESTIC RETURN RECEIPT

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Return by 1-21-93

Albina Ministerial Alliance

Name(s)

73 NE Stanton St

Address of Property you wish to repurchase

Albina Lot 20, Block 29

Legal description

00961-1210

Tax Account Number

Address of primary residence

Home Telephone Number

Primary business address

P O BOX 11243 PORT OR 97211

Business telephone number

285-0493

Oregon Driver License Number

If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

901-⁹¹¹ NE ROSELAWN

1334 NE SARATOGA

R-17310-4740

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

 X
NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

YES

 X
NO

If so, provide details on a separate page.

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ _____ which is ten percent(10%) of the purchase price of \$ 11431.01 and monthly payments of \$ _____ for a period of _____ months.

Circle Yes or No to the following and attach copies: N.A. see attachments

Yes\No 1991 income tax return,	Yes\No Current pay check stubs,	Yes\No SSA1099R Pension income,
Yes\No W2G Form,	Yes\No Disability Income,	Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation,	Yes\No Unemployment,	Yes\No Dividends, Interest income,
Yes\No Other income,		

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

Also attach copies of your current water and utility bills. pdc has utility bills

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Cornetta J. Smith
Your Signature

1-19-93

Date

STATE OF OREGON)

COUNTY OF MULTNOMAH)

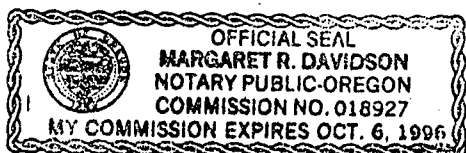
On this 19th day of Jan 3 1997, before me, a Notary Public in

and for said county and state personally appeared the above named _____

Cornetta J. Smith

who acknowledged the foregoing application to be her voluntary act and deed.

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



Margaret R. Davidson
Notary Public for Oregon

My commission expires 10-6-96

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202
If you have any questions, please call Beverly or Gwen at 248-3590.

Repurchase Application

Page two

CONTRACT FOR SERVICES
MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION

TERM OF CONTRACT: From July 1, 1992 To: June 30, 1993
CONTRACTOR NAME: Albina Ministerial Alliance TELEPHONE: 285-0493
ADDRESS: P.O. Box 11243, 1425 NE Dekum IRS NUMBER: 93-0594425
Portland, Oregon 97211

This contract is between Department of Social Services, Housing and Community Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Albina Ministerial Alliance, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below. For fee-for-service programs, COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below. For cost reimbursement programs, COUNTY agrees to reimburse CONTRACTOR for expenditures made in providing those services up to the amounts specified below and as approved in a line item budget.

Service	Units	Rate	Maximum County Funds
Community Service Center	9 projects	\$4,211.33	\$37,902
Transitional Housing	120 unit months	355.00	42,600
Case Mgmt	3,120 hours	27.78	86,675
STI	3,120 hours	11.83	36,917
Energy Case Mgmt	697 hours	17.54	12,222
LIEAP Intakes	2,356 intakes	18.24	42,982
EHA Trans. Housing	60 unit months	428.00	25,680
EHA Child Care	4,164 hours	1.50	6,246
Rent Assistance (LIHRA)	Requirements	N/A	Rqm'ts
Long Term Case Mgmt	6,240 hours	24.12	150,509
Relocation Assistance	Requirements	30.56*	Rqm'ts
			<u>\$441,733</u>

*Relocation Assistance includes case management/short term intervention at the \$30.56 rate plus allowances per household for client moving costs.

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period. For cost reimbursement programs, all project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

d. CONTRACTOR shall ensure that low income persons (with incomes less than 125% of poverty) or others on their behalf have a right to request information and service.



District Director

Internal Revenue Service

Date:

In reply refer to:

October 5, 1973

FL-1330, Code 428:CAH

FT ID# 93-0594-425

Albina Ministerial Alliance
4932 N.E. Union
Portland, Oregon 97211

Our Letter Dated: February 17, 1972

Gentlemen:

In the letter identified above, you were recognized as exempt from Federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code. However, no determination was made regarding private foundation status.

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation as defined in Section 509(a) of the Internal Revenue Code because you are an organization described in Section 170(b)(1)(A)(vi)

This classification is based on the assumption that your operations will continue as stated in your notification. All changes in your purposes, character, or method of operation must be reported to your District Director for consideration of their effect on your status.

Sincerely yours,

Michael Sassi
District Director



District Director
Internal Revenue Service

Date: FEB 17 1972
FL-1255, Code 444 425:MJS
SEA:20112-190

Albina Ministerial Alliance
4635 N. E. 9th
Portland, Oregon 97211

Purpose: Charitable
File Returns with Internal Revenue Service Center: Philadelphia, Pennsylvania
Accounting Period Ending: December 31
Address Inquiries to District Director of Internal Revenue: Seattle, Washington

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Pending issuance of regulations under section 509 of the Code, we are unable to make a determination as to whether you are a private foundation as defined in that section. Upon issuance of the regulations we will evaluate your application and make a determination as to whether you are a private foundation.

If we determine upon issuance of the regulations that you are a private foundation, you will be required to comply with the provisions of section 508(e), which specifies that a private foundation is not exempt unless its governing instrument includes certain provisions set forth in that section and the regulations thereunder. Failure to comply with the requirements of section 508(e) will result in retroactive revocation of this determination.

You are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible under sections 2055, 2106, and 2512 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,



District Director

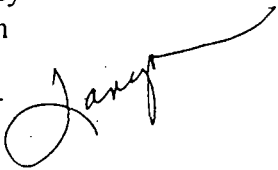
TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Hank Miggins, Acting Chair
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier 

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams
Gary Blackmer
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
 2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
 3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
 4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
 5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
 - 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
 - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

By

Gladys McCoy
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Paul G. Mackey
Paul G. Mackey
Assistant County Counsel

7041/mfw
081987:2



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
TANYA COLLIER
DAN SALTZMAN
GARY HANSEN
SHARRON KELLEY

MEMORANDUM

TO: Carol Kelsey (106/1500)
Commissioner Collier's Staff

FROM: Sandra N. Duffy (106/1530) *Sandy*
Assistant County Counsel

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
 - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
 - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
 - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).
- 3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
- 4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
- 5. Categorizing properties and establishing disposal timelines is appropriate.
- 6&7. No comment.
- 8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey
June 17, 1993
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

#1

PLEASE PRINT LEGIBLY!

MEETING DATE JUN 17 93

NAME MELVIN CARY

ADDRESS 2031 NE 59 AVE
STREET
PORTLAND OR 97213
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-9

SUPPORT ✓ OPPOSE _____
SUBMIT TO BOARD CLERK

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. R-9

REQUEST FOR HEARING

SUBJECT: REPORT OF EXCEPTIONAL CASE

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached are an appeal letter from Richard A. Hopman, acting in behalf of Melvin Cary, former owner of 2031 NE 59th Avenue, Portland, supporting documents and staff report.

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 11 AM 10:01
MULTNOMAH COUNTY
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Christensen

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) _____

REPORT OF EXCEPTIONAL CASE

The attached letter from Richard A. Hopman to repurchase property at 2031 NE 59th Ave is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 4.

Mr. Hopman lives with Melvin L. Cary, former owner of the property. Supporting documents indicate that Mr. Cary is unable to manage his own affairs. Mr. Hopman has requested that he be allowed to repurchase the property on contract terms in Mr. Cary's place.

Although it appears that Mr. Hopman has the ability to meet the minimum requirements of a contract authorized by ORS 275.190, he is not the former record owner of the property, and therefore cannot buy it under the provisions of ORS 275.180. He would only be eligible to purchase at a public sale. Before the property could be offered at a public sale both Mr. Hopman and Mr. Cary would have to move.

As provided under Ordinance 577, the Department of Environmental Services is suspending efforts to sell the property pending a decision by the Board of County Commissioners.

Richard A. Hopman
2031 N.E. 59th
Portland, Oregon
97213

Laurence C. Baxter
Manager, Tax Title
Tax Title Unit
2505 S.E. 11th. Avenue
Portland, Oregon 97202

Dear Mr. Baxter;

In response to our recent phone conversations, I've received the property repurchase application and am returning it with the data required plus the additional information concerning Mr. Cary.

I'd like to say again Mr. Baxter, that had I known of the situation concerning the taxes on this residence, I would have taken care of it immediately.

At this point I'd like to add a few comments and a brief background. Mr. Cary has lived here for about forty years and helped his mother purchase the house with his newspaper route money as a boy. After his mother died the stress he suffered put him in Dammasch. Shortly after that episode, in conjunction with the State, it was agreed that he could live at home if I shared his household and assumed responsibility for making sure that things went smoothly. This has worked out well for quite a number of years.

However, one of the manifestations of his illness is that to avoid acute anxiety attacks, which cause him to hear voices, that he doesn't always tell anyone if there is a serious problem. This is a case where that probably happened. Neither his doctor, therapist, nor I had any idea what was going on with him but he was very unstable for the last year or so and has had to be hospitalized.

Now that the problem is understood and being dealt with Melvin is stabilizing and things are getting back to normal.

I've known Melvin for a long time and have lived here with him for the last six years. He's quite a nice fellow with a Masters degree in history and was trained as a navigator in the Air Force. I've also been in the service, have some college background, we're well-read and get along nicely.

The household as it's developed is a viable one. The bills are paid on time, the yard work is kept up and we get along fine with the neighbors.

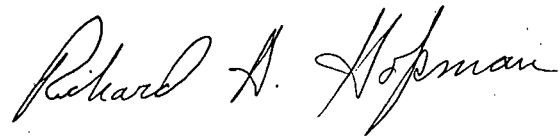
I've always worked hard and am currently employed at Pacific/Hoe as a production machinists while going to school in the evening to bring my machinist skills into the computer age.

I've never filed for bankruptcy, had anything repossessed, and my credit is good.

I'm sorry that this thing got out of control and feel that we can reach an accord that will be satisfactory to the county as well as to all concerned. And it would never happen again.

I appreciate your patience and understanding in this matter and would be willing to meet personally and go into greater detail if necessary, also there is much more information available on Mr. Cary if that is required. Thank-you once again.

Sincerely, Richard A. Hopman

A handwritten signature in cursive script that reads "Richard A. Hopman". The signature is written in dark ink and is positioned to the right of the typed name.

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Return by Nov 17, 1992

Name(s) Richard A. Hopman

2031 NE 59TH AVE

Address of Property you wish to repurchase

Legal description Syndicate Add Lot 142 Block 7 (81760-0980)

Tax Account Number

2031 NE 59TH ave

Address of primary residence

284-3925

Home Telephone Number

Primary business address Pacific / Hor Sew & Knise Co. 845 NE Col Blvd

285-7533

Business telephone number

119145

Oregon Driver License Number

no info - 234-9501

mono Becker

can only verify
information
11/15/92

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

YES

NO

If so, provide details on a separate page.

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Return by Nov 17, 1992

Attach to this application all documents which you believe prove your present ability to pay ten percent (10%) of the purchase price and monthly payments of 161.24 for a period of 180 months.

Also attach copies of your current water and utility bills.

"I declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Richard A. Hopman
Your Signature
11/14/92
Date

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 14 day of November 1992, before me, a Notary Public in
and for said county and state personally appeared the above named Richard A. Hopman

who acknowledged the foregoing application to be his voluntary act and deed.

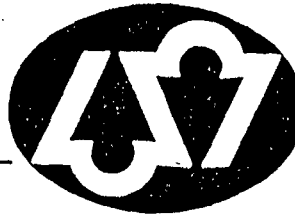
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Mary L. Sheaffer
Notary Public for Oregon

My commission expires 07-24-93

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202
If you have any questions, please call Beverly or Gwen at 248-3590.

**CENTER FOR
COMMUNITY MENTAL HEALTH**



CONQUEST CENTER
5305 N.E. Martin L. King Jr. Blvd.
Portland, Oregon 97211
(503) 288-8066

MENTAL HEALTH ASSESSMENT UPDATE

Date: December 26, 1991

IDENTIFICATION INFORMATION:

Name: Melvin Cary	Date of Birth: 6-14-38
Address: 2031 NE 59th/97213	Birthplace:
Telephone: 284-3925	Ethnic Origin: White
Gender: Male	Case #: 000640
Marital Status: Single	Income: Welfare
SSN: 544-38-6369	Payee: Self
Housing: Independent	Insurance: Medicaid SZM8032A
Emergency Contact: Louise Novitsky	EC Phone: 287-4981

NOTE: The following information is an update only on previous updates and original assessment. Please read preceding documents for needed information not subject to change within this reporting period.

CURRENT ISSUES:

Mel's source of income is in question. Social Security denied him because they claimed Veteran's Affairs should pay him. Recently, Mel has opened a claim for disability income. This is projected to be resolved within 6-8 months.

MENTAL HEALTH HX:

Records indicate hospitalizations at OHSU, Holladay Park, Dammasch State Hospital. Recent consecutive hospitalizations include Holladay Park, Providence and Ryles Center. These inpatient interventions were in response to Mel's dramatic decompensation due to severe anxiety, depression, and alcohol use.

HEALTH HX:

No significant changes in physical health. Mel continues to monitor his diabetes by diet.

SUBSTANCE ABUSE/USE:

Mel's sporadic alcohol use interferes with medication therapy, resulting in decompensation. He currently attends PCR for management of these issues.

DEVELOPMENTAL:

Records indicate no developmental issues.

SOCIAL:

Mel continues to remain isolative, limiting his social contact to his neighbors and housemate, Dick. He enjoys discussions, world history, and world politics.

MELVIN CARY
PAGE 2

EDUCATIONAL:

Mr. Cary earned a Master of Arts in history at University of Portland.

VOCATIONAL AND EMPLOYMENT:

Mr. Cary was employed as a Security Guard at University of Portland in 1977.

LEGAL:

Mel has no present involvement with the judicial system.

MENTAL STATUS EXAM:

Except for his recent bout with decompensation and 3 consecutive hospitalizations, Mel's mental status continues to remain stable. He denies current depression or psychotic symptoms. However, he does appear more anxious and preoccupied about his financial situation; given the circumstances, this is normal.

FUNCTIONAL ASSESSMENT:

He will be monitored to prevent decompensation. Mel continues to live independently and is highly functional when he stays on his medication and abstains from alcohol. His areas of weaknesses are housekeeping and loneliness. His housemate Dick provides good company and emotional support for Mel.

SUMMARY/CLINICAL IMPRESSIONS:

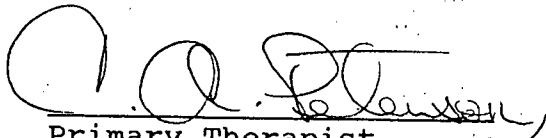
In spite of his financial situation, Mel is stable, does well, and remains highly functional. Once his source of income is no longer an issue, life will be relatively stress free for him.

DSM III-R DIAGNOSIS:

Axis I: Major depression, recurrent with psychotic features
Axis II: Deferred
Axis III: Diabetes
Axis IV: 3-Moderate, financial problems
Axis V: Current GAF: 68
Highest GAF in past year: 72

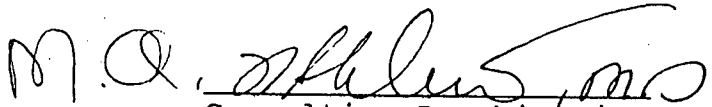
TREATMENT RECOMMENDATIONS & DISPOSITION:

Melvin should continue treatment at Conquest Center.


Primary Therapist

Date:

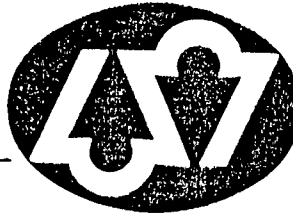
1/1/92


Consulting Psychiatrist

Date:

1/1/92

**CENTER FOR
COMMUNITY MENTAL HEALTH**



CONQUEST CENTER
7036 N.E. Union Avenue
Portland, Oregon 97211
(503) 283-4616

July 23, 1987

MELVIN CARY

INTAKE INFORMATION

DIAGNOSIS: Major depression, recurrent w/psychotic features

MEDICATIONS: Navane, Desipramine

Melvin was in the USAF and was trained as a navigator, but never flew commercial flights. He has held jobs, the last being in 1976 as a security guard.

He was born in Wisconsin and graduated from the U of P with a Masters degree in 1977. Both parents are deceased.

Melvin did very well on the testing, was somewhat anxious but cooperative. He was pleasant with no abnormal motor movements observed. He displayed slight tremors and denied drug or alcohol abuse. He is slightly obese, casually dressed and unshaven. He admits to auditory hallucinations and denies current suicidal/homicidal ideation.

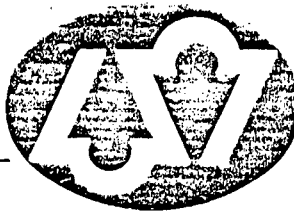
Melvin wants more structure in his life, including socialization and medication management. He is appropriate and was accepted.

Melvin is a 49 year old single white male who lives with a friend. He has been hospitalized numerous times in the past at DSH, Woodland Park and OSH. He recalled one suicide attempt in 1980, by throwing himself into the Columbia River.

(Receives funds from GA.)

CLAIRE CAVANAUGH, RN

CENTER FOR
COMMUNITY MENTAL HEALTH



CONQUEST CENTER
7036 N.E. Union Avenue
Portland, Oregon 97211
(503) 283-4616

October 19, 1987

ASSESSMENT

MELVIN CARY

Identifying Information:

Name: Melvin L. Cary
DOB: 6-14-38
Sex: Male
Race: White
Marital Status: Single
Referral: Mt.Hood Mental Health Center

Presenting Problem:

Mr. Cary has been diagnosed as having a major depression, which he has been hospitalized for. His last hospitalization ended in January, 1987. The reason for admission was stated as, "subject was found lying on the sidewalk in front of his house, he was shaking and unresponsive, he could not give me the time of day and thought the month was July. He smelled foul, and when his home was checked, it was found dirty and magazines stacked all around, dirty clothes, the kitchen was filthy with burned food all around the stove. Subject stated that he had not eaten, and slept poorly. He then became totally uncommunicative".

Current Functioning:

Mr. Cary currently can use the bus system and schedule to travel around the City. He is currently responsive and cooperative. He attends Conquest Center one/two times per week.

Mr. Cary has a sister who lives in Hawaii, and a nephew who lives in the state, and is concerned about him. Mr. Cary's mother is deceased and he currently lives with a housemate.

Mr. Cary's occupational status is unemployed. Mr. Cary expects to become qualified with SSD now that he has moved back into his own home. The record shows that Mr. Cary was denied his SSD because it was not expected that his mental condition would remain severe enough for 12 months in a row to keep him from working.

Mr. Cary has interests in history and received academic credentials in that area. His sleeping and eating habits, at the present time, are much improved relative to the time when he was hospitalized in January.

Mr. Cary is attempting to reapply for SSD benefits.

Psychosocial History:

There is limited information regarding the family of origin. As previously stated, there is a sister living in Hawaii and a concerned nephew living in the states. Mr. Cary's mother died several years ago and he currently lives alone. There is very little early life experience and history regarding this 49 year old man.

This client has not been employed for a long time. He has applied for SSD benefits, but has been denied. The reason for denial is conflicting between the client and the SSA. Social Security Administration reports that he was denied because they feel he could work within the next 12 months. The client feels he was denied because he was not living in his own home, and presently is in Adult Foster Care, thereby having too many assets, because he did own a home. This client has a master's level degree in History, there are no current legal involvements regarding this client at this time.

Psychiatric History:

Numerous admissions to hospitals. Mr. Cary was hospitalized at Dammasch State Hospital between the dates of 10/10/86-1/5/87. He was in Oregon State Hospital between 7/11/75-1/23/76. Mr. Cary was at the Oregon Training Center and received treatment on 12/18/86. Mr. Cary was a client of N/NE Community Mental Health Center between 1980 and 1986. Please refer to the documentation from Dammasch State Hospital, which is located in the Psychosocial section of the case record. In the Mental Health Status Exam, conducted by Claire Cavanaugh, R.N., listed that Mr. Cary had been in Dammasch State Hospital on two admissions since 1980, and Woodland Park Hospital 10 years ago. and at Oregon State Hospital. Please refer to the Mental Health Status Exam in the Assessment Section of the case record.

Mental Status:

Please refer to the Mental Status Examination completed by Claire Cavanaugh, R.N. in the Assessment Section of the case record.

Medical History:

It was reported in the case history that Mr. Cary has an adult onset of Diabetes. This is being treated by Dr. Bolger.

Diagnostic Impressions:

It is my impression that this client will a) respond to medication, b) is cooperation and c) wants to improve the situation. The client's weaknesses are a) does not participate readily, and b) does not have clear goals.

Based upon the case history I would conclude that this client has a poor prognosis for employment. He has had numerous hospitalizations over the last ten years, which tend to indicate a stable level of poor functioning.

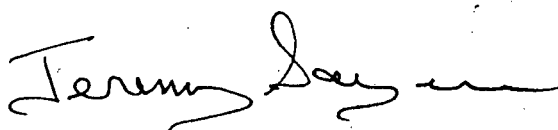
Mr. Cary is cooperative and does wish to improve his situation.

Provisional DSM III-R Diagnosis:

Axis I	Major Depression, recurrent w/psychotic features
Axis II	Deferred
Axis III	Diabetes, moderate
Axis IV	Moderate
Axis V	Grossly impaired

Treatment Plan:

Please see the Treatment Plan in the Progress Note section of the case record.



JERRY SAYERS, RCSW
PRIMARY THERAPIST



NEMECIA S. DARIO, MD.
CONSULTING PSYCHIATRIST

**CENTER FOR
COMMUNITY MENTAL HEALTH**



CONQUEST CENTER
5305 N. E. Martin L. King Jr. Blvd.
Portland, Oregon 97211
(503) 288-8066 FAX (503) 288-8168

11/13/92

Mr. Baxter,

These records are accurate
of detail - at least in part -
Mr. Carey's mental illness, history
of pattern. Further records
available upon request.

C. A. Peterson, M.A.

**CENTER FOR
COMMUNITY MENTAL HEALTH**

CHERIE A. PETERSON, M.A.
Therapist/Case Manager

CONQUEST CENTER

5305 N.E. Martin L. King Jr. Blvd.
Portland, Oregon 97211

TELEPHONE
(503) 288-8066

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Hank Miggins, Acting Chair
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams
Gary Blackmer
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
 2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
 3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
 4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
 5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
 - 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
 - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

By

Gladys McCoy
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Paul G. Mackey
Paul G. Mackey
Assistant County Counsel

7041/mfw
081987:2



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
TANYA COLLIER
DAN SALTZMAN
GARY HANSEN
SHARRON KELLEY

MEMORANDUM

TO: Carol Kelsey (106/1500)
Commissioner Collier's Staff

FROM: Sandra N. Duffy (106/1530) *Sandy*
Assistant County Counsel

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
 - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
 - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
 - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).
3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
 4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
 5. Categorizing properties and establishing disposal timelines is appropriate.
 - 6&7. No comment.
 8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey
June 17, 1993
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

DATE SUBMITTED _____

(For Clerk's **JUN 17 1993**
Meeting Date
Agenda No. R-10

REQUEST FOR HEARING

SUBJECT: APPEAL OF DENIAL TO REPURCHASE

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached is a request for hearing from Teen Challenge of Oregon following denial of request to repurchase on contract terms.

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 11 AM 10:02
MULTNOMAH COUNTY
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Chenail BH Willia

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) _____

STAFF REPORT

The attached letter from Teen Challenge of Oregon to repurchase property at 125 SE 11th Avenue, Portland on contract is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 3. E.

Teen Challenge purchased the property from a bankruptcy estate during the redemption period. The property was abandoned at the time and but for the bankruptcy would have been subject to early forfeiture. Largely through volunteer efforts the house has been restored.

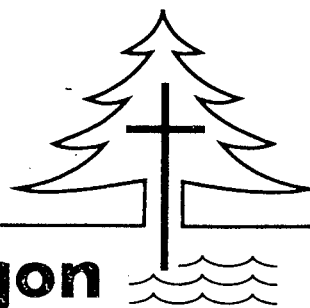
It appears that Teen Challenge of Oregon has the ability to meet minimum requirements of a contract authorized by ORS 275.190, but because there is an adjacent building which is their primary place of business, they do not meet the standards of Multnomah County Ordinance 560, 2. A. and the request to repurchase on contract was denied.

BOARD OF
COUNTY COMMISSIONERS

1993 JAN 19 PM 4:29

Offering hope and healing to those with life-controlling problems

MULTNOMAH COUNTY
OREGON



Teen Challenge of Oregon

Serving Oregon, Washington, and Northern Idaho

January 18, 1993

Clerk of the Board
Multnomah County Commissioners
1120 SW fifth Avenue, Suite 1510
Portland, OR 97204

re: tax acct. no. 22651-4580 Exc Pt in St, S 1/2 of Lot 6, Block 225

Dear Commissioners,

I am writing to place a formal appeal to address the denial of our application to repurchase the property through county contract as per the letter we received on 1-9-93.

May I first say that the Teen Challenge program offers residential space and training without charge to those who want to recover from life controlling problems and become productive citizens building for their future. To date we've had nearly 150 men enter our program from the Portland area, Oregon and the Pacific Northwest.

The former drug house in question was next door to our first building with adjoining properties and a real mess when we were able to purchase it for \$5,000.00 in the early part of 1991. We were informed of the back taxes and had agreed to take care of them, understanding that we had some time. As a non profit 501 (c) 3 organization we then set about to raise the support to meet the purchase price and then handle the multitude of repairs and renovation. This was above and beyond maintaining the daily support to keep the doors open and operate. We also were able to remove this property from the tax rolls and have since filed an appeal with the Dept. of Revenue to reconsider the overvalue of taxes based on the depressed condition of the property. (The sale price testifies to that.) All of this took a lot of cooperation and effort from our staff, students and the many volunteers representing several churches and business across the community who worked hard to complete it and it looks great. Teen Challenge uses the additional space for program staff residence, shop space, laundry space and equipment/food storage as the kitchen is being finished for use for meals and meetings.

Executive Director
Rev. Mike Hodges

**State Administration
Office and Public
Relations**

75 W. Morton St.
P.O. Box 609
Lebanon, OR 97355
Ph. (503) 259-3401
FAX: (503)
451-3606

**Men's "Christian
Growth Program"**

75 W. Morton St.
P.O. Box 609
Lebanon, OR 97355
Ph. (503) 259-3401

**Women's "Christian
Growth Program"**

P.O. Box 582
Klamath Falls, OR
97601
Ph. (503) 882-5775

**Portland Metro
Center**

123 S.E. 11th Ave.
P.O. Box 14886
Portland, OR 97214
Ph. (503) 230-1910

**Thrift Store -
Lebanon**

846 Main St.
Lebanon, OR 97355
Ph. (503) 258-2584

**Thrift Store -
Klamath Falls**

601 E. Main
Klamath Falls, OR
97601
Ph. (503) 884-5180

**Thrift Store -
Portland**

123 S.E. 11th
Portland, OR 97214
Ph. (503) 230-1910

**Thrift Store -
Portland**

8001 N.E. Glisan
Portland, OR 97213
Ph. (503) 253-5004

Thrift Store - Salem

3046 Portland Rd. N.E.
Salem, OR 97303
Ph. (503) 585-2226

"He is like a tree planted by streams of water" Psalms 1:3

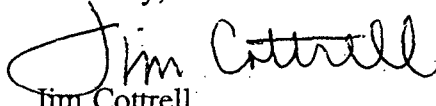
When we received a visit from a political figure, he said that he would look into the potential of clearing up the back taxes, so we made the erroneous assumption that something was being done to help us in this matter. *I would like to underscore the thought that the assumption was our mistake and we should have not relied on such an assumption.* Through 1992 we never heard anything that I can remember, even over the final months before the foreclosure was finalized, so you can imagine our surprise to get the notice letter of foreclosure.

I placed a request to repurchase the property through a loan from the county and received the denial. In the letter it was indicated that the denial was based on the fact that the property must be the primary residence of the owner or the primary location of the owner's business. *Teen Challenge is the owner of the property. The staff, interns and students are the program.*

This is where the appeal has basis in that the program interns and staff personnel have their personal living space at 125 SE 11th and these two properties, adjoining together, are heavily used by both staff and students alike. I don't see any way that this program could meet it's objectives and goals with the loss of the building and the primary use shared by both buildings. (These two buildings are only four feet apart!) These properties adjoin and make up the full lot originally laid out. I do feel that such a loan will greatly help us to continue to go forward in helping the many members of the community who come to us for help without any cost to them or to the county taxpayers. This effort has support across the city and we could handle the payments recommended easily until such a time as we sell, pay off the remaining balance of the loan and relocate to a larger facility. This is our project plans for the immediate future as we look into 1993.

I want to thank you for reconsideration of this issue and appeal and I do hope you can help us reach a beneficial conclusion while we work to help others who are casualties in the war on drugs.

Sincerely,



Jim Cottrell

Program Director/Portland Metro Center
Teen Challenge of Oregon
230-1910

Teen Challenge workers renovate house

Christian group refurbishes den of drugs, prostitution to become rehabilitation site

By LINDA CARGILL

Correspondent, The Oregonian

Workers at Teen Challenge, an in-patient drug and alcohol rehabilitation program, watched the comings and goings of the small, ramshackle house next to their larger house on 123 S.E. 11th Avenue for more than a year.

They knew it was the scene of prostitution and drugs, that its rickety structure was decaying fast. After a fire almost destroyed it last November, the Christian-based crisis center bought it in February and has been fixing it up ever since.

"The house was used extensively as a squat, it was abandoned and the prostitute who was living here had no water or electricity," said the Rev. Jim Cottrell, director of the non-profit free crisis center that houses five male alcoholics and addicts at a time. "We began praying that the Lord would open the door for that building. The guy living with her got mad and torched the building. We almost lost everything."

Cottrell, a former street minister who started the center because he was "unaware of any Christ-centered residential options in Portland," said the fire department saved his building, although the smaller house next door suffered heavy damage. In February, Teen Challenge bought the house through a sheriff's sale for \$5,000 and still owes \$4,000 in back taxes.

"If the city would waive those back taxes it could be a great help to us," said Cottrell, who lives with his wife and four children on Southeast 16th Avenue off Division Street.

Working with students from their own center, as well as volunteers from churches in the area, Cottrell and his five-member staff started refurbishing the house and hope to finish it by the end of May. Then they'll double the bed space of the center by adding five more beds.

The staff, students and volunteers worked a week-and-a-half cleaning up the garbage and burn damage.

"It was unbelievable," Cottrell said. "Clothes were all over, 45 hypodermic needles, blood was all over and filth. We took 2 tons of garbage out the main floor and 2½ tons out of the basement."

Miller Paint donated paint for the old building and plans to donate materials for the new. Various churches sent volunteers to paint different rooms — four rooms, a bath and the basement.

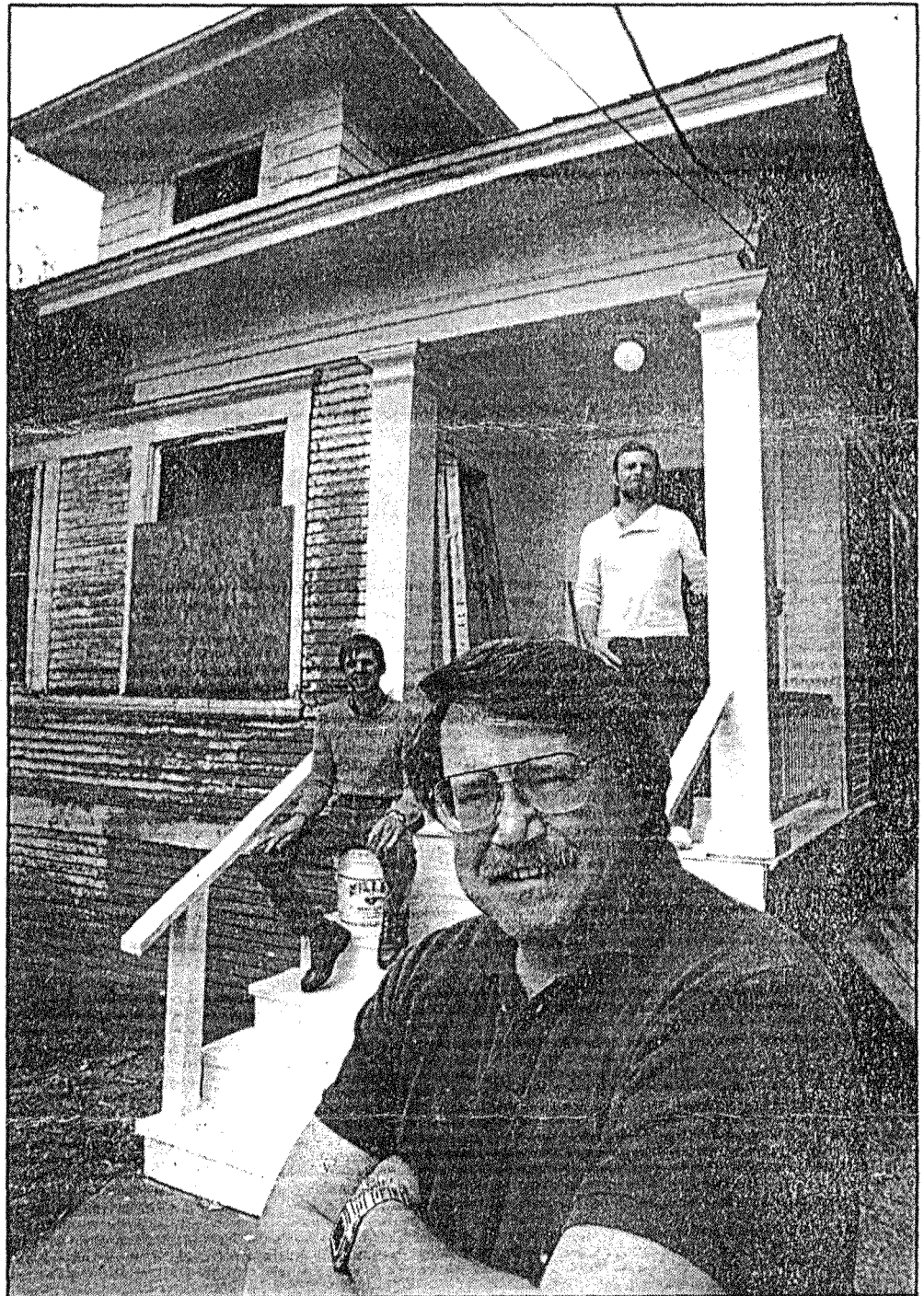
"A rural church helped lay the sheet rock," Cottrell said, pointing to the white slabs donated by Georgia Pacific that covered the interior walls. "The building is structurally sound. It mostly needs plaster and paint. If we can tackle it in a few odd work parties, it will be complete."

His group needs donations of appliances and bins for the new kitchen. They also need placement window frames and glass.

"That's going to cost us \$1,500," he said of the windows. "We're appealing to the community to help us."

Cottrell, who recovered from drugs himself through a Christian-based program, spends about 70 hours a week working with the men in the center and restoring the house.

Cottrell said about a third of the funding for the center comes from the thrift store attached to the front of the large house, a third from local churches and a third from individuals. "We're able to operate on about \$6,500 a month," he said.



HILLARY SLOSS

The Rev. Jim Cottrell stands in front of the house his crew is fixing up to add more beds space to Cottrell's recovery program. Volunteers David Bailey (left) and Bruce Hirschhorn are among those helping to restore the building.

"With doubling the student size, we'll have to increase our support."

Teen Challenge is one of 110 centers nationally — nine of which are for women — started by David Wilkerson, a minister who worked with New York gang members in 1958.

The men, from 18 through their 50s, spend one or two months at the center, then move to an induction center in Lebanon, then to a training center in Riverside, Calif. The entire program takes about 14 months. In time, the center hopes to serve adolescents as well, but that would require more funding and a separate facility.

During the last 16 months the new Portland

center has helped 55 men recover.

"It's been a fantastic year," Cottrell said. "A lot of hours, but we've seen a lot of rewards. I feel like in the not-too-distant future this will develop into a 20- or 30-bed facility. We get a lot of referrals from the suburban areas — Hillsboro, Gresham, Wilsonville."

"By helping us, the Christian community is able to provide this rehabilitative option without any charge to the taxpayers, and we receive no state or federal funds," he said. "We handle a heavy counseling load and do a lot of phone counseling, and we're always enlisting help to meet the growing need of casualties in the war on drugs."



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

January 8, 1993

Teen Challenge of Oregon
125 SE 11th Ave
Portland, OR 97214

RE: Request to Purchase Tax Foreclosed Property on Contract

Dear Rev. Cottrell:

Your request to repurchase East Portland; Exc Pt in St, S 1/2 of Lot 6, Block 225 Tax Account Number 22651-4580, on contract has been denied.

Multnomah County Ordinance 560 provides the following:

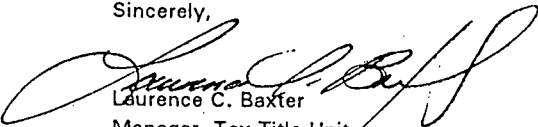
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of ten (10) percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

This denial is based on failure to comply with Requirement No. 1 above.

You may appeal this denial to the Board of County Commissioners. Your appeal must be in writing, recite the facts forming the basis for appeal, and reflect the reasons the petitioner believes the Board should reverse Tax Title's decision. This notice must be sent by January 20, 1993 to:

Clerk of the Board
Multnomah County Commissioners
1120 SW Fifth Avenue, Suite 1510
Portland, OR 97204

Sincerely,


Laurence C. Baxter
Manager, Tax Title Unit

CERTIFIED P 794 840 243

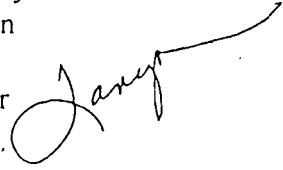
TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Hank Miggins, Acting Chair
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier 

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams
Gary Blackmer
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
 2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
 3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
 4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
 5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
 - 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
 - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

BY Gladys McCoy
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

BY

Paul G. Mackey
Paul G. Mackey
Assistant County Counsel

7041/mfw
081987:2



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
TANYA COLLIER
DAN SALTZMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

TO: Carol Kelsey (106/1500)
Commissioner Collier's Staff

FROM: Sandra N. Duffy (106/1530) *Sandy*
Assistant County Counsel

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
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Carol Kelsey
June 17, 1993
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ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

PLEASE PRINT LEGIBLY!

MEETING DATE

6.17.93

NAME

Michael McCoun

ADDRESS

4837 N.E. 33rd
STREET Port.

CITY

OR. 97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 11

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. B-11

REQUEST FOR HEARING

SUBJECT: REPORT OF EXCEPTIONAL CASE

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached are an appeal letter from Michael James McCoun, tenant at 4837 NE 33rd Avenue, and a staff report documenting facts.

0 OF
COUNTY COMMISSIONER
1993 JUN 11 AM 10:02
MULTI-COUNTY
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Clark BH Willia

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) _____

REPORT OF EXCEPTIONAL CASE

The attached letter is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 4.

Mr. McCoun is the tenant at 4837 NE 33rd Avenue in Portland. Marvin Albaugh, the former owner of the property failed to repurchase it during the 90-day grace period which ended February 15, 1993.

Mr. McCoun is requesting to be allowed to buy the property. He is not eligible under the provisions of ORS 275.180. He would only be eligible to purchase at a public sale. Before the property could be offered at a public sale he would have to move. The Board may consider allowing him to continue to rent the property from the County; however, there is considerable liability involved which should not be disregarded. (See Enclosures 2 & 3).

As provided under Ordinance 577, the Department of Environmental Services is suspending efforts to sell the property pending a decision by the Board of County Commissioners.

Mr. Commissioner:

On July 17, 1953 my dad, Raymond James McCoun, was killed in action in the Korean War. On July 27, 1953, I was one year old.

On January 21st, 1971, I was in Fort Ord, California, being prepared to serve two years in Germany. I joined the Army during the Vietnam War, even though I am a Sole Surviving Son. I was sent to Germany instead of Vietnam because of that.

Since August of 1973, when I was honorably discharged, I have resided here in Portland.

I am now a self-employed carpenter with 17 years of experience. It seems I have never quite had it together enough to buy my first house. It seems ironic because I can build you a beautiful home, yet I am still renting.

I was told by (Richard O. Carpenter) that eventually, with a downpayment, that I could buy the house. I did not know (Marvin Albaugh) is the real owner, until Wednesday, January 20, 1993. I called the Water Bureau to ask for an extension on my due date. It was then that the employee, (Carol S.) told me a new owner was listed on her files. Were it not for her, I would not know that Multnomah County Tax & Title have assumed ownership, pending payments due from back taxes and liens. I also would be unaware of the fact that on February 15, 1993, the day of the deadline for any and all monies due on the residence I reside in, that I am to receive a thirty day notice for me to move.

This would literally be like putting me and my son on the streets.

I would need a suitable home in this same area. The moving costs today are astronomical!!! The stress on my son as well as myself would be very difficult to handle.

I am a single parent. My son, Jesse McCoun, is eleven years old. He attends "Joseph Meek Elementary". He loves his school, and his friends, and his teacher! He has attended this school since the second grade, and he is now in the fifth grade. I believe re-locating in such a big city could change our lives drastically. All of this based on information, available in any library, pertaining to a child's security, or roots, and their development.

If the current owner fails to resecure this home, I ask you sir, please! Please allow me to buy this home.

I believe if this great city would give me a chance, and some time, I could buy a home I might not ever have a chance to buy.

I have a low income status, but I believe that my kind of work is going to start picking up. I would even work an extra job, if necessary, to pay the back payments that are owing.

This suddenly unexpected situation needs to be handled with care, as this home could become my greatest opportunity, or sudden disaster.

Sincerely,
Michael James McCoun
4837 NE 33rd Ave
Portland, OR 97211
331-1271 (eves.)

Encl 1a

1
MR. COMMISSIONER:

On July 17, 1953 my Dad, Raymond Ernest McClure, was killed in action in the Korean War. On July 27, 1953 I was one year old.

On January 21st, 1971, I was in Fort Ord California, being prepared to serve 2 years in Germany. I joined the Army during the Viet Nam War, even though I'm a Sole Surviving Son. I was sent to Germany instead of Viet Nam because of that.

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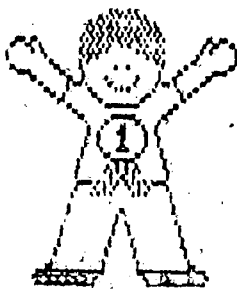
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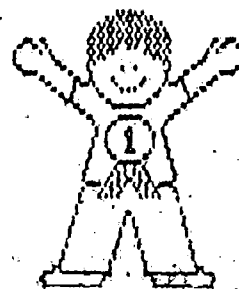
This suddenly unexpected situation needs to be handled with care, as this home could become my greatest opportunity, or my sudden disaster.

Sincerely,
Michael James McLean

4837 N.E. 33rd Ave.
Port. OR. 97211



STUDENT OF THE MONTH



Dear Mr. and Mrs. McCoun

Your child, Jesse, has been selected
(Name)

Student of the Month for Improvement
(Theme)

There will be a special awards assembly on Thursday, Jan 28
(Date)

at 10:30 a.m.
(Time)

Please come to the assembly and help us acknowledge your child's achievement.

Pictures of the children will be taken following the assembly.

I look forward to seeing you at the assembly.

Sincerely,

Lucia Anderson



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

Post-It™ brand fax transmittal memo 7671		# of pages	4
To	Bob Oberst	From	Matt Ryan
Co.	Property & Facilities Management	Co.	County Counsel
Dept.	DES	Phone #	248-3138
Fax #	248-5082	Fax #	248-3377

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

MEMORANDUM

TO: Bob Oberst, Property and Facilities Management

FROM: Matt Ryan, Assistant County Counsel *Matt Ryan*

DATE: December 4, 1992

SUBJECT: Legal Issues Involving the Renting of Tax Foreclosed Properties

Introduction

You have asked of this office to explain the obligations the County would assume if a proposal to rent out tax-foreclosed properties was adopted by the Board of County Commissioners. The following discussion will briefly outline those obligations which for the most part are required by statute. First off is the Residential Landlord and Tenant Act (RLTA) found at ORS 90.100 to 90.940. Closely related to OLTA are the statutes controlling tenant eviction procedures found at ORS 105.105 to 105.165 which of course the County as a landlord would be subject to.

Worth mentioning at the outset, but not further discussed herein, are two areas of law which may apply to the County if it were to act as residential landlord. First of all, both federal and state law place requirements on local governments to provide relocation assistance to tenants displaced by government projects. See 42 USC § 4601 et. seq. and ORS 281.045 to 281.105. It's conceivable that if the residential properties were transferred for some other project the former tenants may have a claim for assistance. Secondly, the Americans With Disabilities Act (ADA) might impose obligations on the County to make these properties accessible to people with physical disabilities.

DiscussionA. The Residential Landlord and Tenant Act

The Oregon Residential Landlord and Tenant Act (RLTA) is codified at ORS 90.100 to 90.940. To begin with, ORS 90.240 to 90.265 cover the contents of residential rental agreements. ORS 90.245 prohibits any agreement providing for the waiver of statutory rights or containing indemnification clauses for the other party's negligence. Often County Personal Service Agreements have such a clause. ORS 90.255 provides the right to collect attorney fees by the prevailing party in any legal action on a rental agreement.

The next pertinent subset of statutes is ORS 90.300 to 90.320 which covers "Landlord Obligations." Here we find the most specific detailed legal obligations of the landlord.

Under ORS 90.318, the landlord may have to provide recycling services to facilities that have five or more units.

ORS 90.320 provides the main thrust of tenants' rights with respect to the physical structure of a dwelling unit. This statute requires the landlord to maintain the dwelling unit in "habitable condition." ORS 90.320 provides in part:

"90.320 Landlord to maintain premises in habitable condition; agreement with tenant to maintain premises. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if it substantially lacks:

(a) Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;

(b) Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;

(c) A water supply approved under applicable law, which is:

(A) Under the control of the tenant or landlord and is capable of producing hot and cold running water;

(B) Furnished to appropriate fixtures;

(C) Connected to a sewage disposal system approved under applicable law; and

East 26

(D) Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;

(d) Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;

(e) Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order;

(f) Building grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;

(g) (A) An adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of the lease or rental agreement, and the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal unless the parties by written agreement provide otherwise; and

(B) In addition to the provisions of subparagraph (A) of this paragraph, in a city with a population of over 250,000 people, garbage removal service at least once a week for containers that allow for 30 gallons accumulation a week;

(h) Floors, walls, ceilings, stairways, and railings maintained in good repair;

(i) Ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord.

(j) Safety from the hazards of fire; or

(k) Working locks for all dwelling entrance doors, and, unless contrary to applicable law, latches for all windows, by which access may be had to that portion of the premises which the tenant is entitled under the rental agreement to occupy to the exclusion of others and keys for such locks which require keys.

If the rental property substantially lacks in any of the above listed categories, the property could be declared uninhabitable.

ORS 90.360 to 90.385 are the statutes that provide for the tenant's remedies against landlords including violations of ORS 90.320. ORS 90.360(2) provides the tenant may recover damages and obtain injunctive relief against landlord not in compliance with ORS 90.320. ORS 90.365 provides the tenant may after giving notice to landlord procure repairs or services pass for violations of ORS 90.320 and pass the costs onto the landlord.

B. ORS 105.105 TO 105.165, Forcible Entry and Detainer (FED)

In any residential tenancy wherein the tenant does not voluntarily leave at the end of the tenancy, the landlord is forced to file an action for Forcible Entry and Detainer (FED) against the holdover tenant. In Oregon the procedures covering FEDs are set forth at ORS 105.105 to 105.165. Strict compliance with the statutory procedures with respect to notice and hearing is required. FEDs are relatively quick. ORS 105.137 provides the actual trial could be set up to 15 days after the initial court appearance in the matter. Further, the tenant has the ability to request the matter be placed in arbitration which could further postpone the final outcome of the proceeding. See ORS 105.138.

The bottom line is the eviction of a recalcitrant tenant can be time consuming and costly.

matt\wp51\lb

cc: John DuBay
Jean Miley

Emel 2d



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

TO: Bob Oberst, Property Management Manager
Facilities Management Division

FROM: Jean M. Miley, Risk Manager *JMM*

DATE: December 3, 1992

SUBJECT: Risks Associated with Renting Tax Title Property

Recently, we discussed a proposal to rent unoccupied Tax Title residential property to interested parties. You have asked John DuBay of County Counsel's Office and me to provide comments about any risks and legal concerns about this proposed new program.

In a forthcoming memo, John will address the particular legal obligations inherent in a landlord-tenant relationship. Based on my discussions with John, it is possible that his memo will identify such significant obligations for the County as landlord that the proposal will be withdrawn. However, if further consideration is given to this matter, there are a number of possible liability exposures to consider.

The first liability to consider is that of the other taxing jurisdictions. Before embarking on any program that might delay or eliminate those jurisdictions receiving proceeds from the sale of these properties, it would be important to receive those jurisdictions' approval for our actions. It is possible -- perhaps even likely -- that this use of this property would decrease the taxing jurisdictions' revenues from these properties; if the occupants damaged or destroyed the property, it would presumably command less when sold or require additional expenditures for repair prior to sale. To avoid a claim from the jurisdictions for these kinds of losses, we would want to have their sign-off prior to beginning the program. It would also be important for the jurisdictions to approve the use of any of their potential revenues for our operating expenditures associated with this program.

The second consideration is that of our general liability. In general, we would be held to the same standard of care as any other property owner. As with any liability claim, in order to succeed with a claim against us, an injured party would have to demonstrate

that 1) a dangerous condition existed in/on our property, 2) this condition caused injury and 3) created the foreseeable risk of injury of the type incurred and 4) the dangerous condition was either created by the negligence of our employee or we knew of the dangerous condition in time to remedy it prior to the injury occurring.

Because of what you have told me about the condition of these properties (i.e., that these are generally the least desirable of the Tax Title properties and not in very good condition), I would be concerned that the claimant could easily demonstrate that we have already met two of the tests mentioned above -- #1 and #4. The claimant would then only have to prove the second and third tests were met. We would not have any opportunity to use the defense of discretionary immunity, because the kinds of claims we would likely get under this program would be for operational activities, rather than policy questions. If someone were successful in filing a claim against us, we would likely be liable for all the costs normally associated with a personal injury claim like medical expenses, pain and suffering, etc. The limits of our liability will be those specified under the Oregon Tort Claims Act (\$50,000 for property damage, \$100,000 personal injury per person and \$500,000 total damages per occurrence).

We could theoretically transfer some of this liability either by purchasing insurance or contracting with another entity to provide property management services. If we didn't transfer the liability, we would have to determine a method of paying for the claims we might incur. I would be reluctant to expose the County's insurance fund to these kinds of claims, because of the way the fund is structured. If this is being considered, I would like an opportunity to discuss this with you further. In addition, we would need to consider the fact that the property in question is not insured for property damage. It would be possible to purchase property insurance, but it would be more expensive than the County's property coverage. Self-insurance for property damage is another option; that would have to be considered in light of the other taxing jurisdictions' interests.

This program presents a number of a potentially complex liability issues. Before the County undertakes this program, it would be important to be sure the benefits to the County outweigh the risk and potential costs.

c: John DuBay
Matt Ryan
Wayne George

Encl 3b.

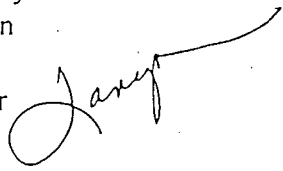
TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Hank Miggins, Acting Chair
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier 

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams
Gary Blackmer
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
 2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
 3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
 4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
 5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
 - 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
 - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

By

Gladys McCoy
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Paul G. Mackey
Paul G. Mackey

Assistant County Counsel

7041/mfw
081987:2



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY, CHAIR
TANYA COLLIER
DAN SALTZMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

TO: Carol Kelsey (106/1500)
Commissioner Collier's Staff

FROM: Sandra N. Duffy (106/1530) *Sandy*
Assistant County Counsel

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITHIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROV
MATTHEW O. RYAN
JACQUELINE A. WEBER

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
 - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
 - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
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- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).

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- 6&7. No comment.

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Carol Kelsey
June 17, 1993
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

PLEASE PRINT LEGIBLY!

MEETING DATE 6-17-93

NAME Janet Lee Maxwell

ADDRESS 6701 Missouri Dr.

STREET

Winkauer

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-12

SUPPORT _____ **OPPOSE** _____
SUBMIT TO BOARD CLERK

Original

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date JUN 17 1993
Agenda No. R-12

REQUEST FOR HEARING

SUBJECT: APPEAL OF DENIAL TO REPURCHASE

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached is a request for hearing from Janet Lee Maxwell, representing herself and Walter L. Maxwell, Jr, Juanita Maxwell and Walter Allen Maxwell, following denial of request to repurchase.

BOARD OF
COUNTY COMMISSIONERS
1993 JUN 11 AM 10:01
MULTNOMAH COUNTY
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: David Cherish BH Willia

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) _____

STAFF REPORT

The attached letter from Janet Lee Maxwell to repurchase property at 5812 NE 14th Avenue, Portland on contract is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 3. E.

When this property was first received by Multnomah County in July 1991, Ms. Maxwell's father was in the VA Hospital undergoing treatment for cancer. Although he was released in the fall of 1991, he was not well enough to take care of this. Mr. Maxwell died April 15, 1992. On April 26, 1992, we entered into an agreement with his children to sell the property. This sale was contingent upon their sale of the property to a third party. This sale did not occur. In January, Ms. Maxwell, her sister and brothers have again requested that they be allowed to repurchase the property.

The second request was denied because it does not meet the requirements of Ordinance 577, 2. B.

Janet L Maxwell
701 Missouri Drive
Lancaster, WA 98661
206-693-5295

JAN-27-93

Member of the board/
Multnomah County Commissioners
221 SW 5th Avenue, Suite 1510
Portland, OR 97204

Dear Sirs,

This letter is in regards to the denial
of the request to purchase tax foreclosed
property, Oakhurst, Lot 1, Block 10, Acat #
22302180.

I would like this letter to act as an appeal
for the decision.

I acquired this property from my father
Walter Lee Maxwell, whom had a Life-
Estate interest in this property. When the
first deal was being put together my half
brother Richard Maxwell was trying to
accomplish this, he was acting as power of
attorney for our father. Once it was

(2)

Established that he (dad) had only a Life Estate interest & Richard had no authority to complete the transaction, he backed out of the negotiations all together. The four children whose names are in the deed were not involved in any negotiations until after my father was expired, & it was determined that it was only a life Estate interest in the property and the children had the responsibility to discard the property. Once this happened we signed off for the home with a potential purchaser. Through Chicago Title. Well because of communication problems, or should I say lack of communication between Chicago Title, the buyer, & ourselves, the deal fell through & the buyer terminated the earnest agreement contract. But this knowledge was not known to me until I was notified by an Alan Brickley, legal counsel for Chicago title, asking me what I wanted done with the earnest

(3)

never being held from the first purchaser negotiations. Communication problems began again when only one or two of the children on the deed were being notified of what was going on. There are 2 Walter Maxwells in the deeds Walter Lee JR & Walter Allen. The correspondances were being sent to Walter Lee but they were going to Walter Allen's address so Walter Lee or myself (Janet) were not receiving the correspondances because they were being sent to Juanita & Walter Allen. I feel if I had been being informed, things may have been handled in a more timely matter.

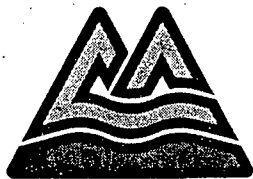
I would ask that the decision made by the Tax Title department be reversed. We have a new buyer whom is very interested in the property & we would like to get the deed back to complete this transaction. The property was left to us because of my father defaulted Child Support payments when

(4)

We were children. We would very much like to sell this property, pay the back taxes, & receive our bequest shares from the proceeds.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely yours
Janet Lee Maxwell



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

January 20, 1993

Walter L. Maxwell, Jr, Janet Lee Maxwell, Juanita Maxwell
Walter Allen Maxwell and Walter L. Maxwell LE
1200 NE Highland
Portland, Or 97211

RE: Chicago Title Escrow 300045422EP-Request to purchase Tax Foreclosed Property

Dear Juanita Maxwell,

Your request to repurchase Oakhurst; Lot 1, Block 10 Tax Account Number 62230-2180 has been denied.

Multnomah County Ordinance 560 provides the following:

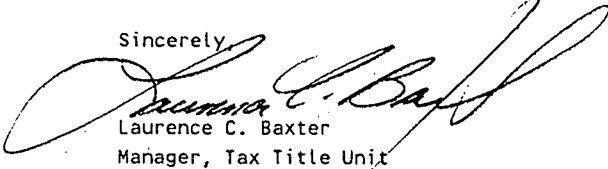
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of ten(10) percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety(90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

This denial is based on failure to comply with Requirement No. 5 above.

You may appeal this denial to the Board of County Commissioners. Your appeal must be in writing, recite the facts forming the basis for appeal, and reflect the reasons the petitioner believes the Board should reverse Tax Title's decision. This appeal must be sent by February 1, 1993 to:

Clerk of the Board
Multnomah County Commissioners
1021 SW 5th Avenue, Suite 1510
Portland, Oregon 97204

Sincerely,


Laurence C. Baxter
Manager, Tax Title Unit

CERTIFIED P 905 209 296

cc: Chicago Title 9011 SW Beaverton-Hillsdale Hwy Portland, Or 97225
cc: Walter Maxwell 4107 N. Kerby Portland, Or 97217

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Return this form with Money** by

Janet Lee Maxwell

Name(s)

5812 NE 14th Ave Portland

Address of Property you wish to repurchase

Oakhurst Lot 1, Block 10

62230-2180

Legal description

Tax Account Number

6025 NE 35th Ave Portland, Or 97211

Address of primary residence

503-284-0069

Home Telephone Number

204 SE Stonemill Drive Van. Wa 98661

Primary business address

206-253

Business telephone number

2047577

Oregon Driver License Number

**If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

YES

NO

If so, provide details on a separate page.

Repurchase Application

Page one

APPLICATION TO REPURCHASE PROPERTY
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ X which is ten percent(10%) of the purchase price of \$ 12,269.67 and monthly payments of \$ X for a period of X months.

Circle Yes or No to the following and attach copies:

Yes\No 1991 income tax return, Yes\No Current pay check stubs, Yes\No SSA1099R Pension income,
Yes\No W2G Form, Yes\No Disability Income, Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation, Yes\No Unemployment, Yes\No Dividends, Interest income,
Yes\No Other income,

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

Also attach copies of your current water and utility bills.

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

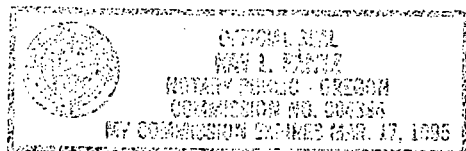
Janet Lee Maxwell
Your Signature (MUST BE NOTARIZED) see below
1-29-93
Date

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

On this 29th day of January 1993, before me, a Notary Public in
and for said county and state personally appeared the above named JANET LEE MAXWELL

who acknowledged the foregoing application to be a voluntary act and deed.

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



Ray L. Lusk
Notary Public for Oregon
My commission expires 3-17-95

CHICAGO TITLE INSURANCE COMPANY

9011 S.W. BEAVERTON—HILLSDALE HWY., PORTLAND, OREGON 97225 (503) 297-4941 — FAX NO. (503) 297-5172



January 15, 1993

Multnomah County Oregon
Department of Environmental Services
Division of Facilities and Property Management
Tax Title Unit
2505 S.E. 11th Avenue
Portland, Oregon 97202
Attn: Laurence C. Baxter
Manager, Tax Title Unit

Re: Escrow 300045422 EP
Tax Account # R62230-2180
Lot 1, Block 10, Oakhurst, City of Portland

Dear Mr. Baxter:

Last year an escrow was open concerning the above referenced property. As you are aware, that transaction cancelled and the Deed was returned to you from our attorney, Alan Brickley.

We now have a new escrow open involving the same property with a new buyer. The transaction is to close with Esther Parrish who is now in the Beaverton Office.

Please provide escrow with a payoff amount due plus a daily per diem if applicable. Please also prepare a Deed from Multnomah County to Maxwell as previously done.

If you have any questions, please don't hesitate to call. Thank you for your cooperation and prompt attention to this matter.

Sincerely,

Karen Gwilliam
Escrow Assistant

klhg

Enclosure

*1/29/93 per Karen no address in file from their atty, will
check & call back. per
Juanita Maxwell 1200 NE Highland 97211*

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Hank Miggins, Acting Chair
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams
Gary Blackmer
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
 2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
 3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
 4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
 5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter, but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
 - 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
 - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

By

Gladys McCoy
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Paul G. Mackey
Paul G. Mackey
Assistant County Counsel

7041/mfw
081987:2



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
TANYA COLLIER
DAN SALTZMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

TO: Carol Kelsey (106/1500)
Commissioner Collier's Staff

FROM: Sandra N. Duffy (106/1530) *Sandy*
Assistant County Counsel

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITRIN
H. H. LAZENBY, JR.
STEVEN J. NELMROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
 - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
 - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
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right to repurchase, and executing the deed or contract within 90 days.

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Carol Kelsey
June 17, 1993
Page 3

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- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
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Meeting Date: JUN 17 1993

Agenda Number: R-13

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with Oregon Department of General Services

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

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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

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

Ratification of intergovernmental Agreement with Oregon Department of General Services. The agreement will give the Health Department access to a master agreement the state has with AT&T that provides a telephonic language interpretation service known as Language Line. The county will be billed by AT&T for the service.

6/22/93 originals to Heenan Brame

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:39
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Billi Odgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill *Oddegaard*, Director
Health Department

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

DATE: May 14, 1993

SUBJECT: Intergovernmental Agreement with State of Oregon Department of General Services

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the State of Oregon Department of General Services for the period upon execution and can be renewed for up to five years upon written notice.

Analysis: The State of Oregon Department of General Services has entered into a single master agreement with AT&T that allows the state access to and use of AT&T's Language Line Services. The Language Line Services provide telephonic language interpretation services. The principal use of Language Line will be to facilitate non-English after-hour medical advice calls. After-hours advice nurses have limited access to interpreters before 10:00 p.m. and no access between 10:00 p.m. and 8:00 a.m. Language Line is needed to properly triage medical advice calls. The County Health Department will obtain reduced cost for interpreting services by contracting with the state. As more users are introduced onto the state's master contract, the rate will decrease as usage increases. Because of the state's single master agreement, the initial sign-up fee of \$1,000 per customer is waived. AT&T will bill the County Health Department a one-time \$199 fee that covers the cost for set-up of the authorization code and training. The County Health Department will guarantee a minimum of \$50 per month usage which is about 23 minutes.

Background: The State Children's Services Division and other governmental entities have successfully utilized the AT&T Language Line service.

[09980-p]

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200324

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-13</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department HEALTH Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Agreement provides the health department with access to the Language Line services provided through AT&T. The services are telephonic language interpretation. Agreement can be renewed annually for up to 5-years.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Department of General ServicesMailing Address 1225 Ferry Street S.E.
Salem, Oregon 97310Phone (503) 378-2865/373-1549

Employer ID# or SS# _____

Effective Date Upon ExecutionTermination Date Up to (5) years renewalOriginal Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billie OdgaardPurchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 5/25/93

Date _____

Date 6-7-93Date June 17, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0416			6110		0300	Requirements		
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

State of Oregon
Department of General Services

INTERGOVERNMENTAL AGREEMENT
FOR TELECOMMUNICATIONS SERVICES

USE OF STATE CONTRACTED LANGUAGE LINE SERVICES

This agreement, hereinafter referred to as "Agreement", is made and entered into this ____ day of _____, 1993, by and between the State of Oregon, Department of General Services, hereinafter referred to as "State", and Multnomah County Health Department 426 S.W. Stark,
(political subdivision) (address)
Portland, Oregon 97204, hereinafter referred to as "Political
(city, state, zip code)
Subdivision".

1. STATUTORY AND ADMINISTRATIVE RULE AUTHORITY. In accordance with and pursuant to the provisions of O.R.S. Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION", the State is authorized to cooperate with and furnish services to a city, county, district, or other municipal corporation, commission, authority, entity or political subdivision organized and existing under statute or city or county charter in Oregon. O.A.R. Chapter 125-310-310(2) allows one public contracting agency to use the requirements contract entered into by another public contracting agency when a formal interagency or intergovernmental agreement exists between the two agencies. By acceptance of this Agreement, the Political Subdivision certifies that it meets the above criteria for eligibility for cooperation with and receipt of services from the State.

2. SERVICES TO BE PROVIDED. The telecommunications services to be provided under this Agreement will be in the form of access to and use of the State's Language Line Services contract with AT&T. By acceptance of this Agreement, the Political Subdivision agrees that the services to be provided will be used for official government business only.

3. TERM. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until cancelled by one of the parties. However, in no event shall the term of this Agreement extend beyond: 1) the expiration of the State's agreement with AT&T; or (2) a period of five (5) years from the date this Agreement becomes effective; whichever period is shorter. The term of this Agreement may be extended or renewed if it is mutually agreeable to do so. Such extension or renewal shall be in writing with the term of extension or renewal specified.

4. CANCELLATION. This Agreement may be cancelled without liability or penalty, by either party, upon presentation of forty-five (45) days written notice. No such cancellation shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of cancellation.

The State may cancel this Agreement immediately or upon such notice as the State may provide, without liability or penalty, in the event funding sufficient to support the intergovernmental telecommunications services program is suspended, withdrawn, denied or terminated. The Manager of the Telecommunications Program within the Department of General Services shall have absolute discretion to determine the availability of sufficient funding, and may effect cancellation of this Agreement by delivery of written notice to the Political Subdivision. By mutual agreement of the parties, this Agreement may be amended to accommodate a reduction in the funding of either party.

5. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION. It is understood that utilization of the services authorized by this Agreement are elective on the part of the Political Subdivision. The Political Subdivision is responsible for providing the State with any information necessary to provide effective telecommunications services.

The Political Subdivision agrees to provide the State with the name and telephone number of their contact person. This contact will be the individual whom AT&T will contact to establish the *Language Line* Services.

The Political Subdivision agrees to make payment directly to AT&T for all charges billed to the Political Subdivision by AT&T for the *Language Line* Services. Such payment will be made by the Political Subdivision within thirty (30) days of receipt of invoice from AT&T. Any installation costs and monthly charges associated with the actual connection of any facilities needed to access the *Language Line* Services will be paid by the Political Subdivision directly to the appropriate local telephone company. Any unreasonable delays in payment or any nonpayment may result in immediate termination of the *Language Line* Services to the Political Subdivision and cancellation of this Agreement.

6. RESPONSIBILITIES OF THE STATE. The State shall make every effort to provide the Political Subdivision with satisfactory services on a parity with all other subscribers to and users of the State's *Language Line* Services contract with AT&T. The State also shall make every effort to keep the Political Subdivision informed of any planned or scheduled disruptions in the services, and of any known common carrier problems that may impact the services.

Once the Political Subdivision has provided the State with the required contact person information, the State will forward that information on to AT&T and instruct AT&T to contact the Political Subdivision directly for purposes of establishing the services.

7. LIMITATION OF LIABILITY. The Political Subdivision agrees that the State shall not be subject to any claim, action, or liability arising out of any malfunction, error, interruption or cessation of service under this Agreement. The State shall not be liable or responsible for any direct or consequential damages sustained by the Political Subdivision, including, but not limited to, delay, interruption of business or activities, or lost receipts that may result from any malfunction, error, interruption or cessation of service.

8. INDEMNIFICATION BY THE POLITICAL SUBDIVISION. To the full extent authorized by statute or charter, the Political Subdivision shall indemnify, defend, and hold harmless the State of Oregon and the Department of General Services, its officers, divisions, agents, employees, and members from all claims, suits, or actions of any nature arising out of the negligent acts or omissions of the Political Subdivision, its officers, contractors, subcontractors, agents or employees under this Agreement.

9. INDEMNIFICATION BY THE STATE. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 7 of the Oregon Constitution, State of Oregon shall indemnify the Political Subdivision and hold the Political Subdivision harmless from and against liability for damage to life, person or property arising from the sole negligence of the State of Oregon and the Department of General Services, its officers, divisions, agents, employees, and members, in the use of services provided to the Political Subdivision under this Agreement.

10. ASSIGNMENT. 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. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

11. WAIVER. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

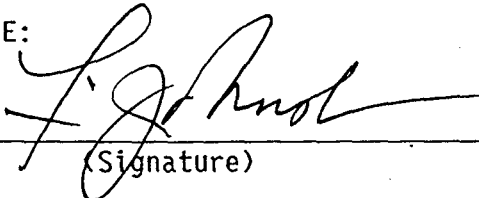
12. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal 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.

13. ATTORNEY FEES. In the event a lawsuit of any kind is instituted in behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be entitled to collect such additional sums as the court may adjudge as reasonable attorney fees, and all related costs and disbursements incurred therein.

14. MERGER. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms or provisions 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.

15. SIGNATURES. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to execute this Agreement.

STATE:


(Signature)

Administrator
(Title)

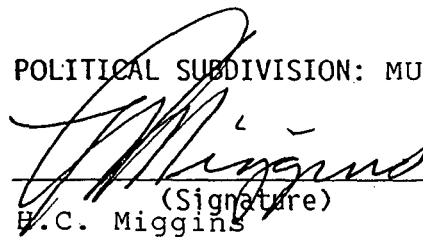
April 29, 1993
(Date)

APPROVED FOR, LEGAL SUFFICIENCY:


(Asst. Attorney General) 10/4/91 (Date)

48963

POLITICAL SUBDIVISION: MULTNOMAH COUNTY


(Signature)
H.C. Miggins

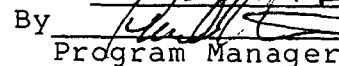
Acting County Chair
(Title)

June 17, 1993
(Date)

HEALTH DEPARTMENT

By 
Billi Odgaard, Director

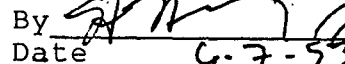
Date 5/25/93

By 
Program Manager

Date 5-2-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Date 6-7-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-13 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK



AT&T Language Line® Services

1 Lower Ragsdale Drive
Building 2, Suite 400
Monterey, CA 93940

AT&T CUSTOMER INTERPRETER SERVICE AGREEMENT

Effective Date: Upon signing by both parties to this agreement and assignment of start date.

This is an agreement, by and between AT&T Communications, Inc., having an office at 295 North Maple Ave., Basking Ridge, NJ, 07920, acting on behalf of the American Telephone and Telegraph Company affiliates providing service hereunder (collectively "AT&T"); and ("Customer"), having an office as shown in Attachment "B" to this Agreement. AT&T agrees to provide, and Customer agrees to receive and pay for, services in accordance with the master terms and conditions as negotiated with the Department of General Services, Oregon.

Article 1 - Scope

AT&T will provide on-line interpreter service ("Interpreter Service") for Customer and Customer's Users, as described in Attachment "A", which is attached to and made part of this Agreement, and in accordance with the AT&T Customer Guide provided to Customer and as revised by AT&T from time to time.

Article 2 - Term of Agreement

This Agreement shall be effective on the Effective Date indicated above and shall continue in effect except that either party may terminate this Agreement upon thirty (30) days written notice to the other at the address set forth in Attachment "B" hereto.

Article 3 - Payments and Charges

Customer agrees to pay the following charges for the services provided pursuant to this Agreement:

- A. A one-time service initiation charge of \$199.00.
- B. Actual time on-line with an AT&T Language Interpreter is billed per Attachment "C".
- C. There is a monthly minimum charge of \$50.00.
- D. Such other charges for document translation services as the parties may agree upon in accordance with Attachment "A".

AT&T shall bill all Interpreter Service charges to Customer's address as identified by Customer in Attachment "B". Customer agrees to pay all Interpreter Service Bills upon presentation.

Customer hereby authorizes AT&T to provide Interpreter Service under this Agreement for any User identified in accordance with the procedures set forth in Attachment "A" hereto, and shall pay all charges for such Interpreter Service and for such call charges as may be incurred as a result of Customer requesting outbound Interpreter led calls.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date(s) written below. This Agreement shall not be binding until it is signed by both parties.

Multnomah County Oregon

CUSTOMER: Health Department AT&T
(Agency/Organization Name)

By: *H.C. Miggins*
(Signature)

H.C. Miggins, Acting County Chair
(Type or Print Name and Title)

Date: June 17, 1993

By: _____
(Signature)

(Type or Print Name and Title)

Date: _____

ATTACHMENT A

INTERPRETER SERVICE DESCRIPTION: Attachment A sets forth the service to be rendered under this agreement. Interpreters shall be available 24 hours a day, 7 days a week.

Service Utilization

Upon execution of this agreement, the Customer will designate one billing address to which all Interpreter Service bills will be sent. Upon execution of this agreement AT&T will provide the customer with a Client ID number. The Customer may then provide this ID number to all persons authorized to use AT&T's Interpreter Service on the Customer's account. AT&T will provide Interpreter Service to any person requesting it in accordance with the procedures described below, and giving the Customer's company/organizational name and ID number. All such persons shall be deemed to be the Customer's Users, and all Interpreter Service used by such Users in accordance with the procedures outlined below shall be paid for by the Customer. The Customer may request a new Interpreter Service ID number at any time, upon reasonable notice, to AT&T. Upon calling the AT&T Attendant, the user shall tell AT&T's Service Attendant:

- The language desired
- The Customer's company/organizational name
- The Client ID number

The AT&T Attendant will then:

- Locate an appropriate Interpreter for the Customer's call
- Verify Client's ID number

Course of the Call

The Interpreter shall retain control of the conference call to completion. The Interpreter will provide interpretation in the language requested, as requested by the User.

Other Services

In addition to the interpreter services described herein, AT&T can provide translations of written documents subject to the terms of this agreement and any additional terms the parties agree to including the price to be paid by the Customer to AT&T for such translation.

ATTACHMENT B

INSTRUCTIONS: Complete ATTACHMENT B; if desired make a duplicate, retain one copy and return the other one with the signed service agreement to the address below.

1. OPERATION CONTACT PERSON

Name: Dave Houghton

Address: 421 S.W. 5th, Suite 540

Portland, Oregon 97204

Telephone: (503) 248-3117 Ext. 7043

2. BILLING CONTACT PERSON

Name: Dave Houghton

Address: 421 S.W. 5th, Suite 540

Portland, Oregon 97204

Telephone: (503) 248-3117 Ext. 7043

3. 24-HOUR DIAL BACK NUMBER (switchboard, dispatch, etc.) to be used in case of accidental interruption of the call: 8:00 a.m.-5:00 p.m. (503) 248-3117
5:00 p.m.-8:00 a.m. (503) 248-3637

4. P.O. Number (for non-recurring subscription fee): _____

5. Please enclose a copy of your TAX EXEMPT CERTIFICATE.

6. Send the one copy of Attachment B and the signed service agreement to:

AT&T Language Line® Services

Attn.: Sales Department

1 Lower Ragsdale Drive, Bldg. 2

Monterey, California 93940

7. Upon receipt of billing statement, send all remittance to:

AT&T Language Line® Services

P.O. Box 641138

Detroit, Michigan 48264-1138

ATTACHMENT C

PAYMENTS AND CHARGES: Customer agrees to pay the following charges for the services provided pursuant to this agreement.

- **AT&T Language Line®** Services provides toll-free access lines.

One-time only set up fee (first account)	\$499.00*
Additional accounts	\$199.00*
Monthly usage minimum (per account)	\$50.00
Per minute, Spanish	\$2.25
Per minute, all other languages.....	\$2.55

- Volume discount price schedule:

(Please note: Volume discounts for Spanish apply separately from all other languages.)

Per minute	Spanish	All other languages
1 - 500	\$2.25	\$2.55
501 - 1,000	\$2.18	\$2.47
1,001 - 5,000	\$2.12	\$2.40
5,001 - 15,000	\$2.05	\$2.33
15,001 - 30,000	\$1.99	\$2.26
30,001 - 60,000	\$1.93	\$2.19
60,001 - 100,000	\$1.87	\$2.12
100,001 - over	\$1.82	\$2.06

- Additional charges may apply for calls originated outside the United States.

- Additional training available for:

Customer on-site training (we go to your location), per day plus expenses.....	\$875.00
Language Line headquarters training, per attendee (20% discount for 3 or more)	475.00
Language Line teletraining, per connection	99.00

* Price includes one free teletraining session.

Prices are effective as of April 1, 1992 and are subject to change without notice.

MEETING DATE: JUN 17 1993

AGENDA NO.: R-14

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - GRANT FROM NATIONAL CENTER FOR NURSING RESEARCH

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: JUNE 17, 1993

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: CORRECTIONS

CONTACT: JEANNE GOULD TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8TH

PERSON(S) MAKING PRESENTATION: GLORIA McCLENDON

ACTION REQUESTED:

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

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

The Health Department is requesting approval to respond to a Request for Applications entitled, "Tuberculosis: Prevention and Adherence Interventions" from the National Center for Nursing Research.

The proposed project will implement a case management model for assuring that TB-infected individuals identified in the County's short term correctional system will complete preventive treatment.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Iodgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -8 AM 10:45
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Hank Miggins, Acting Chair
Board of County Commissioners

FROM: *G.M.C.*
Gloria McClendon
Health Department

VIA: *B.H.*
Bill Oddegard, Director
Health Department

DATE: June 2, 1993

SUBJECT: Notice of Intent to Respond to a Request for Applications from the
National Center for Nursing Research

Description of Grant Project and Grant Objectives

Tuberculosis (TB) has been a well documented health hazard for inmates and corrections staff. In a number of areas throughout the country, recent skyrocketing numbers of cases of tuberculosis have illustrated the high risk of TB in inmates co-infected with HIV and TB. The Multnomah County corrections facility medical staff and the Health Department have been working to improve TB screening and the treatment of inmates.

The Health Department is requesting approval to respond to a Request for Applications entitled, "Tuberculosis: Prevention and Adherence Interventions" from the National Center for Nursing Research. The purpose of the RFA is to develop and test interventions with a goal of:

- * minimizing TB exposure;
- * increasing awareness of signs and symptoms of TB infection; and
- * promoting the correct use of prophylaxis, treatment and respiratory precautions.

The preliminary working title for Multnomah County's Grant is: "A Nursing Case Management Model to Enhance TB Prevention in a Local Corrections Population." The proposed project will implement a case management model for assuring that TB-infected individuals identified in the county's short term correctional system will complete preventive treatment. The model will be

based on making initial contact during incarceration and developing a care plan that assures completion of treatment whether the individual remains in jail or is released, supervised or unsupervised, to the community.

Funding Agency; Amount Requested; Funding Time Period

The National Center for Nursing Research is the agency that issued the Request for Applications. The Health Department is requesting approximately \$180,000 per year, for a three year period for this project. (Project total for three years: \$540,000). There is no requirement for matching funding from the County. The anticipated award date is September 30, 1993, through September 30, 1996. The project would fund 1.5 FTE Community Health Nurses, a 1.0 FTE Health Information Specialist, and a 1.0 PDS/Research Assistant.

The application must be received by June 22, 1993.

Indirects taken care of in grant.

Meeting Date: JUN 17 1993

Agenda No.: R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Notice of Intent to Apply for
Project Target City Grant

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

DEPARTMENT Social Services DIVISION Mental Health, Youth and Family Svcs.

CONTACT Norma Jaeger TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Norma Jaeger and Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

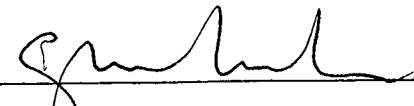
Request BCC approval of application for a five-year grant beginning October 1993 to support activities designed to improve addiction treatment and recovery services and foster coordination among programs. Grant requires no County match and pays full indirect rates.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUN - 8 AM 10:45
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director *[Signature]*
Department of Social Services

FROM: Gary Smith, Director *[Signature]*
Mental Health, Youth and Family Services Division

DATE: May 25, 1993

SUBJECT: Notice of Intent to Apply for Project Target City Grant

RECOMMENDATION: That the County Chair and Board of County Commissioners approve a Notice of Intent from the Mental Health, Youth and Family Services Division, Alcohol and Drug Program to apply for the Project Target City grant.

ANALYSIS: The five year grant is to begin October 1993, with the grant application due July 6, 1993. Development of the grant application has just begun. The budget is still in draft and project staffing has not yet been determined. We are anticipating an annual budget of approximately \$3.5 million for the duration of the grant. Funds will be contracted to community service providers as appropriate with remaining funds to support direct case management services and administrative oversight of the project. At the end of five years, we expect that Medicaid will cover much of the continuing service.

No cash match is required from the County and the grant will pay the full share (8.2%) of Indirect Costs.

BACKGROUND: The Center for Substance Abuse Treatment (CSAT) has announced the continuation of its Target Cities Cooperative Agreement Demonstration project. Under this project, CSAT will support activities designed to improve the delivery, accessibility and effectiveness of addiction treatment and recovery services in large metropolitan areas. In addition, the project will foster coordination among programs related to health, housing, welfare, job training, community redevelopment, other social programs and institutions, and the criminal justice system, including provision of treatment in County jail or detention facilities.

Attachments

(05259301/kt)

AN EQUAL OPPORTUNITY EMPLOYER -

NOTICE OF INTENT

Date: 5-19-93

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: DSS Norma Jaeger
GRANTOR AGENCY: Center for Substance Abuse Treatment
BEGINNING DATE OF GRANT: 10-1-93 Grant due 7-6-93 to Feds.
PROJECT TITLE: Project Target City
PROJECT DESCRIPTION/GOALS: See Grant announcement excerpts.

To improve effectiveness of the overall drug treatment system and better serve persons with drug abuse problems-adults and adolescents; to establish a system of independent evaluation and referral/case management (central intake) to implement an automated management information system capable of providing up to the minute data on services, clients, system utilization and provider performance; to improve specific treatment approaches; to provide staff training; to improve facilities; to expand treatment services to jail and probation clients and others.

	Direct/Indirect	
PROJECT ESTIMATED BUDGET:		
Budget development process	FEDERAL SHARE \$ <u>3.0 million</u>	<u>8.20</u> %
	STATE SHARE \$ <u>?</u> /	%
	COUNTY SHARE \$ <u>/</u>	%
	TOTAL \$ <u>3.0+million</u>	%

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc)

We expect to describe some current funds as in-kind, but no other match is required. Indirect costs will be claimed and paid at current rate 8.20%.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: FINANCE _____
DEPARTMENT x IF DEPT. REPORTS, INDICATE REASONS

Ability to custom tailor reports to federal requirements and integrate fiscal and programmatic reports

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)

5 years - no County match required. At the end of 5 years we expect Medicaid will cover much of the service.

ADVANCE REQUESTED x YES _____ NO, IF NOT, INDICATE REASON(S).

RECEIPT OF FUNDS WILL BE DEPOSITED TO P. O. BOX Unknown OR WIRED DIRECTLY _____,
IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification
with yearly costs.)

FULL TIME

FRINGE

TOTAL

Personnel to be hired not yet determined; however, there will be personnel ie. Project Director, Evaluator, other administrative support, case managers.

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Funds will be contracted through existing service providers where appropriate and through RFP where necessary. We are requesting a sole source exemption for development of the management information system on advice of purchasing division.

COMMENTS

Grant Manager

Norma J. J. J. 5-19-93
Grant Manager Signature Date

Budget Division

Valerie J. J. 5-4-93
Budget Division Signature Date

Finance Division

Jean F. J. 6-7-93
Finance Division Signature Date

Employee Relations

Employee Relations Signature Date

Department Director

Gary J. J. 26 May 93
Department Director Signature Date

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION
CENTER FOR SUBSTANCE ABUSE TREATMENT
COOPERATIVE AGREEMENTS FOR ADDICTION TREATMENT AND
RECOVERY SYSTEMS IN TARGET CITIES

Program Announcement No. AS 93-07

(Catalog of Federal Domestic Assistance Number 93.196)

Under the authority of Section 510(b)(5) of the Public Health Service Act, as amended (42 USC 290bb-3), and subject to the availability of funds, the Center for Substance Abuse Treatment will accept applications in response to this program announcement.

Jerome H. Jaffe, Acting Director,
Division of
National Demonstrations

Lisa W. Scheckel, Acting Director
Center for Substance
Abuse Treatment

April 1993

Cooperative Agreements for Addiction Treatment and Recovery Systems in Target Cities

INTRODUCTION

The Center for Substance Abuse Treatment (CSAT) is announcing a continuation of its Target Cities Cooperative Agreement Demonstration program. Under the auspices of this program, CSAT will support activities designed to improve the delivery, accessibility and effectiveness of addiction treatment and recovery services in large metropolitan areas, and to foster coordination among these programs and related health, housing, welfare, job training, community redevelopment, other social programs and institutions, and the interdiction and legal systems (e.g. police, courts, jails).

RELATIONSHIP TO HEALTHY PEOPLE 2000

The Public Health Service (PHS) is committed to achieving the health promotion and disease prevention objectives of Healthy People 2000, a PHS-led national public health initiative. The Target Cities Cooperative Agreement Demonstration Program is designed to facilitate achieving the Healthy People 2000 objectives established for Alcohol and Other Drugs (Chapter 4) and HIV Infection (Chapter 18). Potential applicants may obtain a copy of Healthy People 2000 (Full Report: Stock No. 017-001-00474-0; or Summary Report: Stock No. 017-001-00473-1) through the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402-9325 (Telephone: 202-783-3238).

PROGRAM DESCRIPTION

Background

Many areas of the United States could benefit from additional financial aid designed to improve access to high quality, effective addiction treatment and recovery programs and related health and human services. Some cities are facing demand for these resources in crisis proportions.

Epidemiological data indicate that individuals who live near or below the poverty line in large metropolitan areas tend to

exhibit a high prevalence of alcohol and drug use and a concomitantly high incidence of addiction-related medical, psychological and socio-economic problems. Escalating incidence rates for HIV/AIDS, tuberculosis and sexually transmitted diseases in metropolitan areas are closely linked to alcohol and drug use, as are homelessness, unemployment, crime and violence.

Individuals who suffer from addiction and addiction-related disorders are not a homogeneous, stable population. Individuals differ in terms of severity and chronicity of alcohol and drug problems. Factors that influence severity and response to treatment include: age at onset; patterns of alcohol and drug use; degree of exposure to family and socio-economic dysfunction (e.g., abuse, crime, unemployment); the presence of diagnosable psychopathology; the existence of cognitive disorders and other disabilities; and socio-economic status.

Moreover, the nature and severity of addiction and addiction-related disorders among residents in any given community can change materially within a relatively brief period due to events or secular trends which might include: severe economic downturn; immigration or emigration of one or more groups with distinct racial, ethnic or socio-economic characteristics; loss of community-based social institutions; introduction of infectious disease; increased access to inexpensive alcohol, licit or illicit drugs; increased criminal or gang activity; or a natural disaster. The face of addiction in any given community is therefore complex, evolving, and inextricable from related health and socio-economic conditions.

Many community-based systems of addiction treatment, health and human service delivery are not well equipped to deal with the complex, diverse and changing needs of individuals who suffer from addiction and addiction-related disorders. In metropolitan areas, where the demand for these services is high, there typically exists a number of health and human service providers offering diverse intervention, treatment, recovery, rehabilitation, health and socio-economic support services, each with distinctive philosophies, policies and procedures.

Many of these programs and service system components evolved during a time when the complexity of alcohol and drug problems and their relationship to social, medical, psychological and

economic well-being was not well understood. Prior to the 1970s most treatment was limited to specialized hospitals or mental health facilities. The expansion of community-based, publicly-funded treatment for both alcoholism and drug dependence was stimulated initially by increased comprehension of the multifaceted problem and by Federal grants to individual providers, and later by a combination of individual Federal grants, support from a Federal block grant program, selected reimbursement for certain services under Medicaid, and State and local funding. These disparate sources of support (with varied policies, perspectives and legal constraints) fueled a plethora of different methods, modalities and settings for addiction treatment and recovery.

In most metropolitan communities, multiple factors have combined over time to diversify and fragment the components of the health and human services system rather than to integrate and facilitate the provision of services and case processing alternatives for those who suffer from alcohol and drug problems. In almost all cases, jurisdictions with high demand for addiction treatment and recovery services have lacked sufficient resources for the enhancement or expansion of diagnostic, coordinated case management and evaluation efforts necessary to improve the effectiveness of the services infrastructure. Of great concern from a public health perspective, is that many addiction treatment and recovery programs do not have the resources or appropriate linkages with health care facilities to ensure that individuals with addictive disorders and their sexual partners are screened and treated for HIV, tuberculosis and other infectious diseases.

In the context of complex and fragmented metropolitan systems of health and human service delivery, it is not likely that the needs of alcohol and drug-involved individuals and their families who live near or below the poverty line will be addressed in a cost-effective manner, for one or more of the following reasons:

- (1) The system is not capable of concisely and comprehensively assessing individual and family needs.
- (2) The existing infrastructure is designed to provide interventions on a discrete basis rather than to address the

bio-psycho-socio-economic needs of the individual and family as part of a coordinated continuum.

- (3) Individuals with alcohol and drug problems and their collaterals are not capable of effectively negotiating the complexities of a system composed of discrete, uncoordinated programs and are often unable to locate the treatment program(s) that best suit their needs.
- (4) Individuals may be turned away from programs that lack the capacity to provide needed assistance, and be unaware that there are other treatment alternatives available within or adjacent to the community in which they live.
- (5) Individuals may be admitted to programs that are not capable of addressing their unique needs or are not designed to provide services in a cost-effective manner.
- (6) Services may be delivered in a manner that is inconsistent with the current racial, ethnic, cultural, socio-economic and practical realities of the individuals and families who request assistance.

In fiscal year (FY) 1990, the Office for Treatment Improvement (CSAT's predecessor agency) initiated the Target Cities Cooperative Agreement Demonstration Program to assist major metropolitan areas with linking, integrating and enhancing the components of their addiction treatment, health and human service systems in order to overcome the problems described above.

Program Goals

The goals of the Target Cities Cooperative Agreement Demonstration Program are to:

- (1) increase access to treatment for those in need of treatment;
- (2) increase the effectiveness of addiction treatment and recovery services in large metropolitan areas (i.e., to improve treatment outcomes for individuals with alcohol and drug problems, and their families);

- (3) foster coordination among addiction treatment and recovery programs and related health (e.g., TB/HIV/STDs), housing, welfare, job training, education, community redevelopment, social programs and institutions, and the legal system (e.g., police, courts, jails) as a means of involving alcohol- and drug-involved individuals in treatment and achieving improved treatment outcomes; and
- (4) develop methods by which metropolitan systems of care can continually improve treatment effectiveness.

Improved treatment outcomes for alcohol and drug-involved individuals are defined to include: reduced alcohol and drug use; reduced spread of infectious disease (e.g., STDs/HIV/TB); increased overall physical, psychiatric and psychological health; increased employment; improved social and family functioning; decreased morbidity among children and addicted parents; and reduced involvement with the criminal justice system.

In the context of a community-wide service system, CSAT postulates that improved treatment outcomes can be achieved in a cost-effective manner by implementing systemic improvement initiatives designed to:

- (1) Improve access to addiction treatment and recovery programs by designating specific sites dedicated to:
 - (a) rapid assessment and referral to treatment and related services; and
 - (b) dissemination of information on the availability of treatment among all treatment providers in the community.
- (2) Ensure that individuals are comprehensively and accurately assessed at entry to the system and at various stages in the treatment and service delivery continuum;
- (3) Ensure that individuals (and their family members) are referred to and receive treatment, recovery and support services that are best suited to their needs, thereby increasing interest in treatment, time in treatment, and the probability of successful treatment outcomes;

- (4) Reduce the time between the point at which individuals request treatment and the time of admission to treatment;
- (5) Maximize utilization of existing treatment and recovery services on a metropolitan scale;
- (6) Increase the quantity and quality of linkages between addiction treatment and recovery programs and other components of the health and human service system, the courts, job training, education, and community redevelopment programs;
- (7) Improve staff quality and retention rates for addiction treatment and recovery programs via staff training, credentialing, salary enhancements, and performance incentive programs; and in some cases by reductions in staff workload.
- (8) Improve the extent to which existing treatment and recovery programs are clinically, socially, culturally and linguistically equipped to meet the needs of individuals with alcohol and drug problems; and
- (9) Improve the physical plant of existing treatment and recovery programs, both residential and nonresidential.

To achieve these goals, CSAT will support systemic improvement initiatives that will also foster the development of a self-correcting and self-improving treatment system. Ideally, a self-correcting, self-improving system would have the capability to:

- (1) Conduct comprehensive, standardized assessments of the bio-psycho-socio-economic characteristics of alcohol and drug-involved individuals and their families who present for treatment;
- (2) Refer these individuals and their family members to the treatment programs and health services programs where they are most likely to derive benefits, rather than to the service provider to whom the individual first applies (i.e., objective matching of individuals and families with appropriate interventions);

- (3) Ensure that treatment and recovery programs provide a continuum of treatment, recovery, rehabilitation and human services specifically designed to meet the unique needs of the individuals and families they serve and that these interventions are provided in a readily accessible manner that is clinically, socially and culturally appropriate, as well as effective;
- (4) Evaluate the appropriateness of the assessment, referral, treatment and support continuum in terms of both individual and family outcomes during treatment, and in some cases, at intervals following treatment completion;
- (5) Utilize evaluation findings to identify which individuals (and families) fare best in which programs, as well as to monitor the effectiveness of different treatment and recovery programs operating within the system; and
- (6) Maintain a substantial degree of flexibility in order to correct system functioning and/or composition in a manner that allows the system to respond to changing individual, family and demographic characteristics in the community.

Building a self-improving treatment system of this type will require a substantial commitment on the part of all components of the system: all addiction treatment and recovery programs; primary health care providers; mental health care providers; social service system components; government health and human services agencies; police/interdiction; and the legal/judicial system. At a minimum, the majority of publicly-funded (including those receiving Federal grant funds) addiction treatment and recovery programs in a potential Target Cities site (as determined by the most recent NDATUS Survey) must agree to participate in the system (see **Review Criteria**).

Such a commitment on the part of participating service delivery units (SDUs) could result in the loss of some autonomy in the making of decisions regarding the manner in which patients are assessed, referred and admitted to treatment and recovery programs. Therefore, the commitment required for SDUs in applicant jurisdictions is significant. Applicants should carefully consider whether the conditions and requirements described here and elsewhere in this announcement are applicable.

to the Target Cities site before applying for support under this announcement.

The linkage and integration of existing addiction treatment and recovery programs and related health and human services programs for the benefit of alcohol- and drug-involved individuals and their families is a primary goal of this program. Applicants should coordinate proposed Target Cities projects with related programs of the PHS, the Department of Health and Human Services (DHHS), and the Departments of Justice (DOJ), Housing and Urban Development (HUD) and Labor (DOL). To the extent practicable, applicants are especially encouraged to coordinate proposed projects submitted under this announcement with PHS Healthy Start programs, the Community Partnership program administered by The Center for Substance Abuse Prevention and the Community Policing program administered by the DOJ.

Applicants will be expected to develop proposals based on a comprehensive assessment of the metropolitan jurisdiction which is to be the focus of the Cooperative Agreement, to include:

- (1) the design, capacity and functioning of the existing metropolitan addiction treatment, health and human services infrastructure; and
- (2) the location and degree of need for addiction treatment, health and human services on the part of individuals who suffer from alcohol and drug problems.

The primary intent of this program is to implement systemic improvement initiatives designed to enhance the effectiveness of the existing addiction treatment, health and human services infrastructure in participating sites. CSAT will therefore give priority to funding applications whose primary focus is on the implementation of proposed projects consistent with those described in the Recommended Approaches section of this announcement.¹

¹ Proposals focused primarily on the expansion of treatment capacity are more appropriate for submission under other CSAT program announcements. For a complete list of CSAT FY 1993 categorical and demonstration programs, see Attachment D.

MEETING DATE: JUN 17 1993

AGENDA NO: R-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOTICE OF INTENT - FEDERAL GRANT APPLICATION

REGULAR MEETING: Date Requested: JUNE 17, 1993

Amount of Time Needed: 5 MINUTES

BOARD BRIEFING: Date Requested: N/A

Amount of Time Needed: N/A

DEPARTMENT: COMMUNITY CORRECTIONS

DIVISION: DIAG & DEVELOPMENT

CONTACT: CARY HARKAWAY

TELEPHONE #: 248-3701

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: CARY HARKAWAY

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

This is a NOTICE OF INTENT to support DCC's application for a grant to fund enhancements to the department's existing Drug Diversion Program (STOP) grant operated in partnership with the Circuit Court, the District Attorney, and the Public Defender. The \$500,000, 3 - 5 year grant, will support medical clinic services (provided by Dept of Health), residential treatment, aftercare, mental health services and an employment/life skills component for approximately 750 clients currently receiving outpatient treatment/acupuncture services.

Indirects will be covered by the grant. There is no county match required.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

M. Tamara Holden

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 JUN -8 PM 10:45
MULTI-COUNTY
OREGON
CLERK OF COURT



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-3701
FAX (503) 248-5376

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Hank Miggins, Acting Chair
Multnomah County Board of Commissioners

FROM: M. Tamara Holden, Director *M. Tamara Holden*
Department of Community Corrections

DATE: June 7, 1993

SUBJECT: Notice of Intent/Drug Diversion Enhancement Grant

The Department of Community Corrections is submitting a proposal to the U.S. Department of Health and Human Services in response to an announcement of a grant that will allow the county to provide the following program enhancements to our Drug Diversion Program (STOP) grant: medical clinic services (at the treatment program), residential treatment (5 beds), aftercare, mental health services, and an employment/life skills component.

The grant is approximately \$500,000 per year, plus indirect, for 3 to 5 years. The proposal is being developed in cooperation with the county's Department of Health, the Circuit Court, District Attorney, and the Public Defender and will target clients currently receiving outpatient treatment/acupuncture services. Services will be available to approximately 750 clients per year.

Grant does not require a match.

NOTICE OF INTENT

TO: BOARD OF COUNTY COMMISSIONERS

Date: June 7, 1993

DEPARTMENT AND CONTACT PERSON: Community Corrections/Cary Harkaway
GRANTOR AGENCY: U.S. Dept. of Health and Human Services
BEGINNING DATE OF GRANT: 10/1/93
PROJECT TITLE: Enhanced Drug Diversion Program
PROJECT DESCRIPTION/GOALS:

This grant will fund enhancements to our existing Drug Diversion Program operated in partnership with the Circuit Court, the District Attorney, and the Public Defender. These new funds will support a medical clinic (at the treatment program), residential treatment (5 beds), aftercare, mental health services, and an employment/life skills component.

Services will be available to approximately 750 clients per year. These services will be an addition to current outpatient treatment/acupuncture services.

PROJECT ESTIMATED BUDGET:

Direct/Indirect

FEDERAL SHARE	\$500,000*/2,275*	100%
STATE SHARE	\$ /	%
COUNTY SHARE	\$	%
TOTAL	\$500,000*/2,275*	100%

*The Health Department will provide medical clinic services. Their estimated budget is \$175,000. This will include a part-time Nurse Practitioner, a part-time nurse, and laboratory, x-ray, and pharmacy services. Indirects on the Health Department component are yet to be determined.

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc)

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE ✓ DEPARTMENT IF DEPT. REPORTS, INDICATE REASONS

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)

3-5 years. No match requirement.

ADVANCE REQUESTED YES NO, IF NOT, INDICATE REASON(S).

To be determined

RECEIPT OF FUNDS WILL BE DEPOSITED TO P.O. BOX _____ OR WIRED DIRECTLY ✓,
IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification with yearly costs.)

No personnel

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Contract (residential)	\$100,000
Contract (aftercare/mental health/life skills)	\$225,000
Health Dept. for medical clinic services	\$175,000
Indirect on contracts	\$ 2,275
Indirects on Health Dept. component	to be determined
Personnel/material/supplies detail for Health Dept.	to be determined

COMMENTS

Grant Manager

Cary Hankins 6/7/93
Grant Manager Signature Date

Budget Division

W. W. W. W. W. 6/7/93
Budget Division Signature Date

Finance Division

David M. Boyer 6/7/93
Finance Division Signature Date

Employee Relations

C. K. K. K. 6/7/93
Employee Relations Signature Date

Department Director

M. Tamaru Holte 6-7-93
Department Director Signature Date

Meeting Date: JUN 17 1993

Agenda No.: R-17

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA With Portland Community College

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: June 17, 1993

Amount of time needed: 5 minutes

DEPARTMENT: Community Corrections DIVISION: _____

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Agreement with PCC to provide instructional support for Federally funded Literacy Program. This IGA is for the month of June 1993.

6/22/93 ORIGINALS to Cary Harkaway

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

or

DEPARTMENT MANAGER M. Tamara Gold

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 1PM 12:42
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200453

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-17</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Community Corrections Division Program Dev.Date 5/20/93Contract Originator Cary HarkawayPhone 248-3039 Bldg/Room 161/600Administrative Contact Same

Phone _____ Bldg/Room _____

Description of Contract Contractor to provide literacy and other adult education services for federally funded programRFP/BID # N/A

Date of RFP/BID _____

Exemption Exp. Date _____

ORS/AR # _____

Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Community CollegeMailing Address P.O. Box 19000
Portland, OR 97219-0990Phone 244-6111

Employer ID# or SS# _____

Effective Date June 1, 1993Termination Date June 30, 1993Original Contract Amount \$ 2,538.63

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ \$14.65/Hr. ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager M. Tamara HoldenPurchasing Director
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]

Contract Administration

(Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 5-27-93

Date _____

Date 6-6-93Date June 17, 1993

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	021	2805			6060						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY
LITERACY/ABE/GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for offenders. The following provisions shall comprise this agreement.

I. RECITATION

A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.

B. The County desires to maintain a GED/ABE instructional program for adults supervised by the County's Department of Community Corrections.

C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

A. Portland Community College shall perform as follows:

1. Provide a full-time Instructional Support Technician I to the Department of Community Corrections.

2. Portland Community College shall provide state qualified and county approved instructional staff. The County reserves the right to perform a criminal records check on potential instructional staff.

3. ABE/GED instruction shall be provided on a schedule jointly developed by Portland Community College and the County.

4. Portland Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held, hours worked, and other information necessary to maintain instructional reports.

B. The County shall perform as follows:

1. The County shall provide basic instructional materials necessary for GED/ABE instruction.

AGREEMENT

Page 2

2. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of the one-month agreement, the County shall pay to Portland Community College, upon receipt of a request for payment:

a. Salary and benefit costs for the Instructional Support Technician I at \$14.65 per hour. (Fees associated with this position shall not exceed \$2,538.63 for the one-month duration of this contract.)

III. ADMINISTRATIVE PROVISIONS

A. It is understood and agreed that any and all instructors, instructional support technicians and paid tutors from Portland Community College are employees of Portland Community College and are not employees, agents, or representatives of the County for any purpose.

B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

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

D. Portland Community College is determined by the County to be a sub-recipient of federal funds passed through the County; the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

AGREEMENT

Page 3

E. Indemnification

1. Portland Community College shall maintain comprehensive liability insurance coverage issued by a company authorized to transact business in the State of Oregon with a minimum limit of \$1,000,000.00 for any single occurrence.

2. Portland Community College shall be insured for professional errors and omissions under a professional liability insurance policy to the extent Portland Community College is covered under such policy. Portland Community College shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Portland Community College's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.

3. As to any other claim of liability, other than above described, Portland Community College shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of Portland Community College or its subcontractors, agents or employees under this agreement, including claims based in part on the negligence of County or others.

F. Workers' Compensation Insurance

1. Portland Community College shall maintain workers' compensation insurance coverage for all non-exempt workers, employed by Portland Community College in the performance of the work, whether as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof, is attached to this agreement.

IV. AGREEMENT TERM AND TERMINATION

A. This agreement shall apply from June 1, 1993, through and including June 30, 1993, and is subject to renewal.

B. This agreement may be terminated prior to the expiration of the agreed-upon terms:

1. By mutual written consent of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the ~~1st~~ day of ~~July~~, 1993. ^{7th} June

PORTLAND COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

DR. DANIEL F. MORIARTY, President

T. Higgins
County Chair

DATE: _____

DATE: June 17, 1993

M. Tamara Holden
TAMARA HOLDEN, Director
Community Corrections

DATE: 6-4-93

REVIEWED:

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

By: *Larry Kessel*

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-17 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7-JUN-1993

PRODUCER

Willis Corroon Corporation of Portland
P.O. Box 8899
Portland OR 97207
(503) 224-4155

4631

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** American National Fire Insurance Company

COMPANY LETTER **B** Midwest Employers Casualty Company

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

Contact : Carol Meredith

INSURED

Portland Community College
P.O. Box 19000
Portland OR 97219-0990

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTH	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PAC898439206	01-MAR-1993	01-MAR-1994	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
B	OTHER Excess Workers Comp	4406SQOR	01-JUL-1992	01-JUL-1993	Combined Limit Employers Liability \$2,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Training Program for Multnomah County

CERTIFICATE HOLDER

Multnomah County
Attn: Jackie Weber
1120 SW 5th Ave.
Portland OR 97207-0849

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25.5 (7/90)

© ACORD CORPORATION 1990

Meeting Date: JUN 17 1993

Agenda No.: R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA With Portland Community College

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: June 17, 1993

Amount of time needed: 5 minutes

DEPARTMENT: Community Corrections DIVISION: _____

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Agreement with PCC to provide instructional support for Federally funded Literacy Program. This IGA is for FY 1993-94.

6/22/93 originals to Cary Harkaway

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Holden

BOARD OF
COUNTY COMMISSIONERS
1993 JUN -9 PM 12:43
MULTI-NOMINAL COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 000015

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-18</u> DATE <u>6/17/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Contact Person Cary Markaway Phone 246-3030 Date 5/25/93Department Community Corrections Division Program Dev. Bldg/Room 101/600Description of Contract Agreement with Portland Community College to provide literacy and other adult education services for federally funded program.RFP/BID # N/A Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Community CollegeMailing Address P.O. Box 10000Portland, OR 97219-0000Phone 244-6111

Employer ID # or SS # _____

Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 45,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 45,000.00**REQUIRED SIGNATURES:**Department Manager M. Tamara HoldenPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]**Payment Term**

- ☐ Lump Sum \$ _____
- ☐ Monthly \$ _____ per instructor salary:
- ☒ Other \$ 14.65/hour to \$33.35/hour.
- ☐ Requirements contract - Requisition required.
- Purchase Order No. _____
- ☐ Requirements Not to Exceed \$ _____

Date 5-27-93

Date _____

Date 6-6-93Date June 17, 1993

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	021	2306			6060					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENT
PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY
LITERACY/ABE/GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for offenders. The following provisions shall comprise this agreement.

I. RECITATION

A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.

B. The County desires to maintain a GED/ABE instructional program for adults supervised by the County's Department of Community Corrections.

C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

A. Portland Community College shall perform as follows:

1. Provide a full-time Instructional Support Technician I to the Department of Community Corrections.

2. Provide part-time instructors (15 instructional hours per week) and tutors as requested by the Department of Community Corrections.

3. Portland Community College shall provide state qualified and County approved instructional staff. The County reserves the right to perform a criminal records check on potential instructional staff.

4. ABE/GED instruction shall be provided on a schedule jointly developed by Portland Community College and the County.

5. Portland Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held, hours worked, and other information necessary to maintain instructional reports.

AGREEMENT

Page 2

B. The County shall perform as follows:

1. The County shall provide basic instructional materials necessary for GED/ABE instruction.
2. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of the 12-month agreement, the County shall pay to Portland Community College, upon receipt of a quarterly request for payment:

a. Salary and benefit costs for the Instructional Support Technician I at \$14.65 per hour. (Fees associated with this position shall not exceed \$30,465 for the 12-month duration of this contract.)

b. Salary and benefit costs for part-time, adjunct faculty at \$33.35 per hour.

c. Salary and benefit costs for paid tutors at \$15.91 per hour.

III. ADMINISTRATIVE PROVISIONS

A. It is understood and agreed that any and all instructors, instructional support technicians and paid tutors from Portland Community College are employees of Portland Community College and are not employees, agents, or representatives of the County for any purpose.

B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

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

AGREEMENT

Page 3

D. Portland Community College is determined by the County to be a sub-recipient of federal funds passed through the County; the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

E. Indemnification

1. Portland Community College shall maintain comprehensive liability insurance coverage issued by a company authorized to transact business in the State of Oregon with a minimum limit of \$1,000,000.00 for any single occurrence.

2. Portland Community College shall be insured for professional errors and omissions under a professional liability insurance policy to the extent Portland Community College is covered under such policy. Portland Community College shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Portland Community College's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.

3. As to any other claim of liability, other than above described, Portland Community College shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of Portland Community College or its subcontractors, agents or employees under this agreement, including claims based in part on the negligence of County or others.

E. Workers' Compensation Insurance

1. Portland Community College shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Portland Community College in the performance of the work, whether as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof, is attached to this agreement.

IV. AGREEMENT TERM AND TERMINATION

A. This agreement shall apply from July 1, 1993, through and including June 30, 1994, and is subject to renewal.

B. This agreement may be terminated prior to the expiration of the agreed-upon terms:

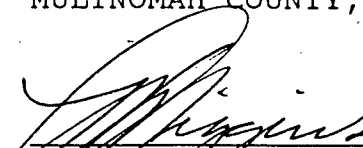
1. By mutual written consent of the parties.
2. Either party may unilaterally terminate this agreement on one months written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1993.

PORTLAND COMMUNITY COLLEGE


MULTNOMAH COUNTY, OREGON

DR. DANIEL F. MORIARTY, President


County Chair

DATE: _____

DATE: June 17, 1993

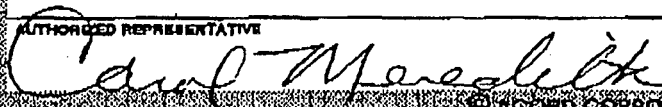

TAMARA HOLDEN, Director
Community Corrections
DATE: 6-4-93

REVIEWED:

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

By: 

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-18 DATE 6/17/93
DEB BOGSTAD
BOARD CLERK

ACORD. CERTIFICATE OF INSURANCE				<small>ISSUE DATE (MM/DD/YY)</small> 7-JUN-1993				
PRODUCER Willis Corroon Corporation of Portland P.O. Box 8699 Portland OR 97207 (503) 224-4155 Contact : Carol Meredith			4631 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Portland Community College P.O. Box 19000 Portland OR 97219-0990			COMPANIES AFFORDING COVERAGE					
			<small>COMPANY LETTER</small> A American National Fire Insurance Company					
			<small>COMPANY LETTER</small> B Midwest Employers Casualty Company					
			<small>COMPANY LETTER</small> C					
			<small>COMPANY LETTER</small> D					
			<small>COMPANY LETTER</small> E					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	PAC898438205	01-MAR-1993	01-MAR-1994	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 10,000			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM							
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> EACH ACCIDENT \$ <input type="checkbox"/> DISEASE-POLICY LIMIT \$ <input type="checkbox"/> DISEASE-EACH EMPLOYEE \$							
	OTHER Excess Workers Comp							
	4406SOOR							
B			01-JUL-1992	01-JUL-1993	Combined Limit Employers Liability \$2,000,000 Each Occurrence			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Training Program for Multnomah County								
CERTIFICATE HOLDER Multnomah County Attn: Jackie Weber 1120 SW 5th Ave. Portland OR 97207-0849			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
ACORD 228 (7/90)			AUTHORIZED REPRESENTATIVE  © ACORD CORPORATION 1990					

PLEASE PRINT LEGIBLY!

MEETING DATE 6-17-93

NAME BOB BURNES

ADDRESS 26400 NW 5th Helens Rd
STREET
SEASPOUSE, OR 97056
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # NEW

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

PHONE: 244-3360 SUSAN

Bob Burness
26400 N. W. St. Helens Road
Scappoose, OR 97056
543-7941

Dear Commissioners,

I come before you today for your help. The owners of Rocky Point Marina have applied for zoning approval to bring the moorage into compliance because of existing zoning violations, to expand the moorage and establish a new boat repair facility.

The owners Richard and Janis Tonneson have been trying to force tenants to refrain from expressing their opinions to the hearing officer by intimidating them with a law suit.

Since the planning procedures

call for open public hearings I believe the intimidation of tenants is illegal and possibly criminal.

The tenants of R.P.M. have spent over \$100,000. dollars striving with this owner and are so intimidated that they will not stand up for their right to participate at the public hearing.

After making requests to Mark Hess and Scott Pemble they have been unwilling or unable to help us.

I request that the Tonnesons be cited for interference of an open public hearing and that their attorney be cited also.

That the hearing be delayed
by the hearing officer
until the Tonnesons
and their attorney agree
in writing that they
will not interfere in
anyway with the public
hearing process. That the
hearing be held open to
public comment after the
written acknowledgement
by the Tonnesons and
their attorney.

Again I ask for your
help to avoid more
harassment, intimidation
and financial burden
on the tenants of R. P. M.

Sincerely
Bob Burns

Tenants Assoc Pres Susan Keese
3 work 244-3360

6/17/93
2:30pm MR Burns called to advise S/B 244-3360

**ATER WYNNE
HEWITT
DODSON
& SKERRITT**

ATTORNEYS AT LAW

Suite 1800
222 S.W. Columbia
Portland, Oregon 97201-6618
(503) 226-1191
Fax (503) 226-0079

April 22, 1993

VIA FACSIMILE

Phillip C. Querin
Davis Wright Tremaine
#2300 1st Interstate Tower
1300 S.W. 5th Avenue
Portland, OR 97201-5630

Re: Rocky Point Floating Marina Homeowners Association

Dear Mr. Querin:

I have reviewed the exchange of correspondence related to the Tonnesons' most recent claims against the tenants of Rocky Point Marina. The Tonnesons' allegations lack specifics, however, I can assure you that the tenants have not solicited anyone at FORCE or any other private organization to try to interfere in the Tonnesons' permitting and expansion efforts, nor do the tenants have any intent to do so in the future.

The settlement agreement prohibits the tenants from unjustifiably interfering with the Tonnesons' efforts to effect the improvements required by the settlement agreement (i.e., water, sewer, piling and walkways). It is not, nor was it intended as a gag order. Nevertheless, to avoid another protracted legal battle that ultimately will not benefit anyone but the attorneys, the tenants will agree to submit any concerns and objections regarding the 5-year plan to the Tonnesons and Rich Spier ten days before contacting anyone else about them.

The Tonnesons are required under the settlement agreement to send copies of all correspondence with regulatory bodies to the RPMFHA president. As you may recall, the purpose of this provision is to reduce or eliminate the tenants' contacts with these agencies. I understand that the Tonnesons have not provided the tenants with copies of this correspondence. The tenants' attempts to determine the status of the expansion may account for the Tonnesons' belief that the tenants are interfering.

It is obvious from the mediation that the Tonnesons are not only open to discussion, but capable of resolving disputes

ATER WYNNE

Phillip C. Querin
April 22, 1993
Page 2

themselves when the attorneys don't get in the way. The parties inserted a provision requiring a face to face meeting to facilitate better communication between the parties and avoid the time and expense of litigation every time one side perceives there is a problem. The tenants are anxious to meet with the Tonnesons to try to straighten things out without outside interference.

The tenants propose that the parties meet with the Tonnesons informally on either May 2 or 16. As the settlement agreement requires a face to face meeting between the parties, not their attorneys, the tenants are willing to go forward with this meeting only if no attorneys will be present.

Finally, in light of the Tonnesons' request to postpone the meeting, the tenants request that the briefing and hearing schedule also be postponed to allow the parties time to resolve this matter themselves.

Yours truly,



Stacey E. Mark

cc: RPFMHA
Richard G. Spier

May 5, 1993

Phillip C. Querin, Esq.
Davis Wright Tremaine
#2300 1st Interstate Tower
1300 S.W. 5th Avenue
Portland, OR 97201-5630

DRAFT

Re: Settlement Proposal

Dear Mr. Querin:

The Association members will agree to the following terms in order to resolve the current dispute:

1. All members of the Association agree to submit any concerns or objections regarding any aspect of the Tonnesons' 5-year plan to the Tonnesons and Richard Spier ten days before contacting anyone else about them (e.g., government agencies involved in the permit process). The Association members are also willing to meet with the Tonnesons, to give them an opportunity to understand and respond to the members' concerns.

2. If the Association members are contacted by FORCE or any other private group that requests information relevant to the Tonnesons' permit application process, the Association members agree to submit the question and their response to the Tonnesons and Richard Spier ten days before providing that response to the requesting party. The members will also suggest that the party contact the Tonnesons directly.

3. All members of the Association agree not to appear in opposition at the upcoming hearing on the Tonnesons' current application on the expansion of the marina.

4. The Tonnesons' provide to the Association all copies of correspondence with regulatory agencies regarding their performance under the 5-year plan, as required under the Settlement Agreement.

With respect to the Tonnesons' request that Ms. Saunders turn over a videotape, there is no such tape in existence. Ms. Saunders attempted to film bald eagles roosting

Phillip C. Querin, Esq.
May 5, 1993
Page 2

on Tax Lot 30, however, the camera malfunctioned and no videotape was produced.

Contrary to what you stated in your letter of April 27, the Association members did not have a full understanding of the expansion plans for the marina at the time of the mediation. As you will recall, the concern of all parties at the time was the scope of repairs and the location of floating homes within the marina. The only information the Tonnesons' made available to the Association members at the mediation was Al Kinney's conceptual drawing.

In any event, there is simply no truth to the Tonnesons' allegation that the Association members interfered with the permit process. To the contrary, the Association members have been, and continue to be very concerned about the Tonnesons' delay in filing their application and request for an indefinite postponement of their hearing before Multnomah County. The Association members' willingness to submit concerns to, and meet with, the Tonnesons in advance of any contacts with others should be sufficient allay the Tonnesons' fears.

I hope the enclosed terms are acceptable, and look forward to the Tonnesons's response.

Yours truly,

Stacey E. Mark

cc: RDMFHA
Rich Spier

DAVIS WRIGHT TREMAINE

LAW OFFICES

2300 FIRST INTERSTATE TOWER • 1300 SW FIFTH AVENUE • PORTLAND, OR 97201-5682

(503) 241-2300

FAX: (503) 778-5299 • TELEX 185224

PHILLIP C. QUERN
(503) 778-5207

May 12, 1993

VIA FAX NO. 226-0079
ORIGINAL VIA MAILStacey E. Mark
Ater, Wynne, Hewitt
Dodson & Skerritt
222 S.W. Columbia
Suite 1800
Portland, Oregon 97204Re: Rocky Pointe Marina v. RPMFHA, et al
Our File No. 33879\2

Dear Ms. Mark:

I have reviewed your May 5, 1993 letter with the Tonnesons. The Tonnesons agree to resolve this dispute on the following terms:

(1) They will accept paragraph 1 of your letter, subject to there being a definition of "members of the Association." This is necessary since there is apparently some question as to who is a member of the association. At the hearing we previously had with Mr. Spier, Ms. Cleveland represented that neither her or Patrick Willis were members of the association; however, they are subject to the restrictions of the Settlement Agreement. You may solve this concern by providing a list of the "members of the Association" who are participating in this agreement.

(2) All members of the Association agree not to submit any additional documentation, or have any future contacts with any governmental agency which is intended to be, or has the effect of being, in opposition to the Tonnesons' application for expansion of the Marina.

(3) All members of the Association agree not to provide any additional information to FORCE, or any other organization

Stacey E. Mark
May 12, 1993
Page 2

(e.g., Sauvie Island Conservancy, Nature Conservancy), which they know, or have reason to believe, will be used by the organization to oppose the Tonnesons' application for expansion of the Marina.

(4) All members of the Association agree not to appear in opposition at any hearing on the Tonnesons' application for expansion of the Marina.

The Tonnesons have provided copies of all correspondence between themselves and regulatory bodies relating to their performance under the Five Year Plan, therefore, paragraph 4 of your letter is unnecessary.

We will not continue verbal jousting on the facts precipitating the current dispute as it is unnecessary. You can be assured that the Tonnesons would not have sought arbitration on this matter unless they had substantial evidence in support their position.

Finally, as we are working a resolution of this dispute, it is our assumption that the arbitration date previously set with Mr. Spier is post-poned. If this is inaccurate, please contact me immediately.

We look forward to your clients' response to this offer. Should you wish to discuss this further, please contact me.

Very truly yours,

DAVIS WRIGHT TREMAINE



Phillip C. Querin

PCQ:aw

cc: Richard and Janis Tonneson
Richard Spier

f:\33379\Z\mark.ltr