



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
May 30 - June 3, 1988

Tuesday, June 31, 1988 - 1:30 PM - Informal Meeting . .Page 2

Thursday, June 2, 1988 - 9:30 AM - Formal. Page 3

Tuesday, May 31, 1988 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
a) Sump Rings & Covers/requirements basis
2. Informal Review of Formal Agenda of June 2, 1988
a) R-4 Final Report & Recommendations for County
responsibility for Juvenile Dependency Cases -
TIME CERTAIN 1:30 p.m. - (approximately 20 minutes)
3. Briefing - Expanded Risk Management Program-Linda Alexander,
Director - General Services
4. Reorganization - Employee Relations Division, Dr. Lloyd
Williams, Director; Laurence Kressel, County Counsel

Thursday, June 2, 1988, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- A
- C-1 Order Accepting Deed from Raymond G. and JoAnna B. Sering for Public Road Purposes - NW Ramsey Drive
 - C-2 Orders Accepting Deed for County Road:
 - a) Thomas V. Carter - SE Hall Road
 - b) Robert E. and Delores B. Spikes - SE Ramona Street

REGULAR AGENDA

PUBLIC CONTRACT REVIEW BOARD

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

- R-3 Order in the Matter of Exempting from Public Bidding the Purchase of "Wild" Station Survey Equipment by the same manufacturer as existing equipment

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

DEPARTMENT OF HUMAN SERVICES

- R-4 In the matter of the ^{Accept} ~~Adoption~~ of the Final Report and Recommendations for County Responsibility for Juvenile Justice Dependency Cases - TIME CERTAIN 9:30 A.M.

DEPARTMENT OF JUSTICE SERVICES

- R-5 In the matter of the ratification of an Intergovernmental Agreement with the City of Portland providing for joint funding of the Council for Prostitution FY 1987/88
- R-6 Budget Modification #DJS #36 making an appropriation transfer in the amount of \$155,189 from General Fund Contingency to District Attorney, Personal Services to pay for Prosecuting Attorneys' wage settlement FY 1987/88
- R-7 Budget Modification #DJS #38 making an appropriation transfer in the amount of \$473,415 from General Fund Contingency to Sheriff/Corrections, Personal Services to pay for 1987/88 wage settlement

ORDINANCES - NONDEPARTMENTAL

R-8 First Reading of an Ordinance establishing procedure and standards for transferring tax foreclosed property to governmental bodies, for transferring administrative responsibility for the ordinance to the Department of Environmental Services, Facilities Management Division, and amending Multnomah County Ordinance No. 560

R-9 First Reading of an Ordinance amending M.C.C. 11.08 to reduce filing fee for Economic Development Revenue Bond projects, and simplify approval procedures

DEPARTMENT OF GENERAL SERVICES

R-10 In the matter of the ratification of the Collective Bargaining Agreement with Multnomah Corrections Officer Association for period of July 1, 1987 -June 30, 1989

R-11 Unan A -

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

BJ
0345C.49-52

A
2nd
next

Holdover
10
Cont

~~Handwritten scribble~~

SUPPLEMENTAL AGENDA

Thursday, June 2, 1988

THE FOLLOWING WILL BE HEARD BY UNANIMOUS CONSENT:

A- R-11 Liquor license application submitted by the Sheriff's Office
with recommendation that same be approved as follows:
RETAIL MALT BEVERAGE: Columbia C.B.ers, Inc., 12334 SE
Division

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/2/88
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for Dedicated Street Purposes

26
J/60

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *RHB*

TELEPHONE 3599

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

BRIEF SUMMARY

88-87

N.W. RAMSEY DRIVE/ITEM 88-160.

Deed of Dedication from Raymond G. and JoAnna B. Sering for dedicated street purposes.

Order Accepting Deed conveying property for dedicated street purposes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

- PERSONNEL
- / FISCAL/BUDGETARY
- / General Fund
- Other _____

TO
R/E/2
6/6/88

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 MAY 24 PM 4:38

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Paul Jarborough*

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *John DeBay*

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

6/02/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-87

ORDER ACCEPT DEED FRM RAYMOND G & JOANNA B. SERING FOR PUBLIC RD
NW RAMSEY DRIVE - Item 88-160

C-1

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 JUN -8 PM 12: 01

MULTNOMAH COUNTY
OREGON

6/02/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-87

ORDER ACCEPT DEED FRM RAYMOND G & JOANNA B. SERING FOR PUBLIC RD
NW RAMSEY DRIVE - Item 88-160

C-1

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 JUL -8 PM 2:51

MULTNOMAH COUNTY
OREGON

6/02/88

RECEIVED FROM

JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS - MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-87

ORDER ACCEPT DEED FRM RAYMOND G & JOANNA B. SERING FOR PUBLIC RD
NW RAMSEY DRIVE - Item 88-160

042745

C-1

DEED TO BE RECORDED

BOARD OF
COUNTY COMMISSIONERS

1988 JUN -8 PM 12: 00

MULTNOMAH COUNTY
OREGON

06-07-88

2 0001

42743

44

45

* 2

94852

A

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/2/88
Agenda No. C-26

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

26
JICO

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *RWH*

TELEPHONE 3599

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

BRIEF SUMMARY

88-88

S.E. HALL ROAD/COUNTY ROAD NO. 640

Deed for Road purposes from Thomas V. Carter. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

To R/E/2
6/6/88

BOARD OF
COUNTY COMMISSIONERS
1988 MAY 24 PM 4:38
MULTNOMAH COUNTY
OREGON

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: RWH Paul Yarbrough/blw

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John D. Boy

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed)
from Thomas V. Carter granting to)
Multnomah County a Perpetual Easement)
for County Road Purposes.)
_____)

ORDER ACCEPTING DEED #88-88
TO PROPERTY FOR
COUNTY ROAD PURPOSES
S.E. HALL ROAD
COUNTY ROAD NO. 640
(E. of S.E. 246th Avenue
Item 88-154

It appearing to the Board at this time that pursuant to a land use proceeding Thomas V. Carter has tendered to Multnomah County, a deed to the property hereinafter described, for County road purposes, to be known as S.E. Hall Road, County Road No. 640; and

It further appearing that said property is desirable for use as a part of the road system of Multnomah County, and that the Director of the Department of Environmental Services has recommended that said deed be accepted and said property accepted and established as a county road;

NOW, THEREFORE, IT IS HEREBY ORDERED that the deed of Thomas V. Carter, conveying to Multnomah County a perpetual easement for road purposes, to be known as S.E. Hall Road, County Road No. 640, the following described property, situated in the County of Multnomah, State of Oregon, to-wit:

A portion of Lot 1, Block 3, BRIGADOON, a recorded plat situated in the northwest one-quarter of Section 2, T1S, R3E, W.M., Multnomah County, Oregon, which is described as follows:

Commencing at the southeast corner of said Lot 1, said corner also being in the north right-of-way line of S.E. Hall Road, County Road No. 640, thence S 89°51'00" W along said north right-of-way line, a distance of 78.03 feet to the true point of beginning; thence northwesterly along the arc of 12.00 foot radius tangent curve to the right through a central angle of 89°51'15" (the chord bears N 45°13'23" W, a distance of 16.95 feet), an arc distance of 18.82 feet to the east right-of-way line of S.E. 246th Avenue; thence S 00°17'45" E along said east right-of-way line, a distance of 11.97 feet to the said north right-of-way line of S.E. Hall Road; thence N 89°51'00" E along said north right-of-way line, a distance of 11.97 feet to the true point of beginning.

Containing 31 square feet, more or less.

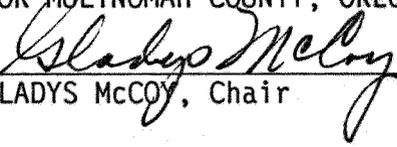
As shown on attached map marked Exhibit "A", and hereby made a part of this document.

SUPPLEMENT TO
JOURNAL 160
PAGE 26

be accepted by the County and placed of record in the County of Multnomah,
State of Oregon; and that the premises be established and maintained as a
County road.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

(SEAL)
June 2, 1988


GLADYS McCOY, Chair

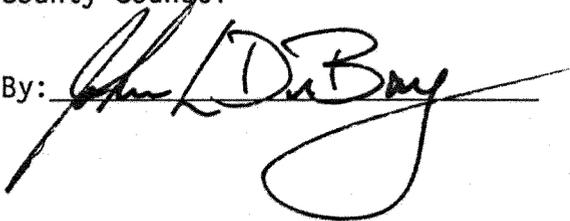
APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: 

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: 

0014W/0676W

6/02/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-88

ORDER ACCEPT DEED FROM THOMAS V CARTER FOR COUNTY RD NO 640

SE Hall Rd Item 88-154

C-2a

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 JUN -8 PM 12:01

MULTNOMAH COUNTY
OREGON

6/02/88

RECEIVED FROM

JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-88

ORDER ACCEPT DEED FROM THOMAS V CARTER FOR COUNTY RD NO 640

SE Hall Rd Item 88-154

C-2a

DEED TO BE RECORDED



BOARD OF
COUNTY COMMISSIONERS

1988 JUL -8 PM 2:51

MULTNOMAH COUNTY
OREGON

6/02/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-88

ORDER ACCEPT DEED FROM THOMAS V CARTER FOR COUNTY RD NO 640

SE Hall Rd Item 88-154

042744

C-2a

DEED TO BE RECORDED

BOARD OF
COUNTY COMMISSIONERS

1988 JUN -8 PM 12: 00

MULTNOMAH COUNTY
OREGON

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/3/88
Agenda No. C-26

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

26
J.160

Informal Only* _____
(Date)

Formal OnlyX _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard *DH*

TELEPHONE 3599

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

BRIEF SUMMARY

48-89

S.E. RAMONA STREET/COUNTY ROAD NO. 824

Deed for Road purposes from Robert E. and Delores B. Spikes. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

*To R/E/2
6/6/88*

General Fund

BOARD OF
COUNTY COMMISSIONERS
1988 MAY 24 PM 4:38
MULTNOMAH COUNTY
OREGON

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS.

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *DH Paul Yarborough SR*

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *J. DeBay*

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed)
from Robert E. and Delores B. Spikes)
granting to Multnomah County a Perpetual)
Easement for County Road Purposes.)
_____)
ORDER ACCEPTING DEED #88-89
TO PROPERTY FOR
COUNTY ROAD PURPOSES
)
S.E. RAMONA STREET
COUNTY ROAD NO. 824
(E. of S.E. 128th Avenue)
Item No. 88-145
LD 27-87

It appearing to the Board at this time that pursuant to a land use proceeding Robert E. and Delores B. Spikes has tendered to Multnomah County, a deed to the property hereinafter described, for County road purposes, to be known as S.E. Ramona Street, County Road No. 824; and

It further appearing that said property is desirable for use as a part of the road system of Multnomah County, and that the Director of the Department of Environmental Services has recommended that said deed be accepted and said property accepted and established as a county road;

NOW, THEREFORE, IT IS HEREBY ORDERED that the deed of Robert E. and Delores B. Spikes, conveying to Multnomah County a perpetual easement for road purposes, to be known as S.E. Ramona Street, County Road No. 824, the following described property, situated in the County of Multnomah, State of Oregon, to-wit:

A tract of land in the Ezra Johnson D.L.C. in Section 14, T1S, R2E, W.M., in the county of Multnomah and state of Oregon, being more particularly described as follows, to-wit:

Beginning at the northeast corner of the Jacob Johnson D.L.C. on the west line of the Ezra Johnson D.L.C.; thence S 00°01'34" E, a distance of 9.85 feet; thence S 89°49'52" E along the north line of S.E. Ramona Street, a distance of 156.00 feet to the true point of beginning; thence N 00°34'30" W, a distance of 5.00 feet; thence S 89°49'52" E, a distance of 132.00 feet, 25.00 feet north and parallel with the centerline of S.E. Ramona Street; thence S 00°34'30" E, a distance of 5.00 feet; thence N 89°49'52" W, a distance of 132.00 feet to the true point of beginning.

Containing 660 square feet, more or less.

As shown on the attached map marked Exhibit "A", and hereby made a part of this document.

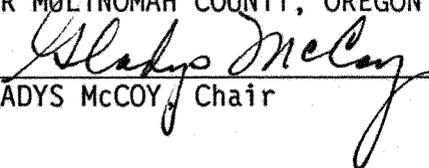
SUPPLEMENT TO
JOURNAL 160
PAGE 26

ORDER ACCEPTING DEED
Item No. 88-145
LD 27-87
Page 2

be accepted by the County and placed of record in the County of Multnomah,
State of Oregon; and that the premises be established and maintained as a
County road.

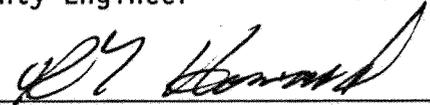
(SEAL)
June 2, 1988

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY, Chair

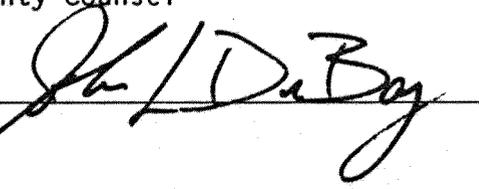
APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: 

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: 

0014W/0669W

6/2/88

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

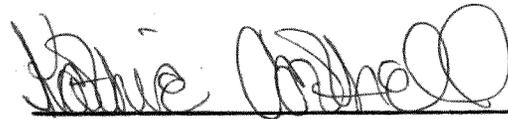
ZONING

88-89

ORDER ACCEPT DEED FROM ROBERT E & DELORES B SPIKES FOR CO RD NO 824
SE Ramona Street Item No. 88-145 LD 27-87

C-2b

DEED TO BE RECORDED



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 JUN -8 PM 12: 01

MULTNOMAH COUNTY
OREGON

6/2/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

#88-89

ORDER ACCEPT DEED FROM ROBERT E & DELORES B SPIKES FOR CO RD NO 824
SE Ramona Street Item No. 88-145 LD 27-87

C-2b

DEED TO BE RECORDED



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 JUL -8 PM 2:51

MULTNOMAH COUNTY
OREGON

6/2/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

88-89

ORDER ACCEPT DEED FROM ROBERT E & DELORES B SPIKES FOR CO RD NO 824
SE Ramona Street Item No. 88-145 LD 27-87

C-2b

042743

DEED TO BE RECORDED

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1988 JUN -8 PM 12: 00

MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

27
5/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

In the matter of the [Adoption] Acceptance of the)
Final Report and Recommendations for County Re-)
sponsibility for Juvenile Justice Dependency)
Cases R-4)

Commissioner Casterline moved acceptance of the report and recommendations, but said she wants the matter to be scrutinized along with other budget requests. She requested the Department prepare an amendment for budget review.

Commissioner Miller seconded the motion, and explained that Robert's Rules makes the distinction between receiving and adopting a report.

Following discussion, the motion was considered, and it is unanimously

ORDERED that said report and recommendations be accepted, and a budget amendment be prepared and reviewed before adoption of the above-entitled matter.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Juvenile Justice

5/23/88

Meeting Date 6/2/88
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA
Final Report of Juvenile Justice Dependency
Subject: Support Activities

Informal Only* 5/31/88
(Date)

Formal Only 6/2/88
(Date)

DEPARTMENT Human Services

DIVISION Juvenile Justice

CONTACT Maggie Gareau

TELEPHONE X3782

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy, Harold Ogburn

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

As directed by the Board of County Commissioners, the Juvenile Justice Division is submitting a recommendation for the County's involvement in dependency issues. This recommendation is supported by the Chief Juvenile Law Judge, the Trial Court Administrator, the Children's Services Division, the District Attorney, the Juvenile Justice Division, and the Department of Human Services

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes/ we would like a time certain
on the informal agenda so the Judge and CSD can be there to answer questions.

IMPACT:

PERSONNEL

- FISCAL/BUDGETARY
- General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Duane Zussy*

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF COUNTY COMMISSIONERS
 CLATSOP COUNTY
 OREGON
 1988 MAY 24 PM 4:39



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
1120 S.W. FIFTH AVENUE, SUITE 1400
PO. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

M E M O R A N D U M

TO: Duane Zussy, Director
Dept. of Human Services (160/7th)

FROM: Armind J. Brown *Armind*
Chief Assistant County Counsel

DATE: May 18, 1988

RE: Responsibility for Dependency Cases:
Juvenile Justice

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS
JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

I have been asked to render an opinion regarding the relationship between SB 780 and previously existing statutes regulating the operation of juvenile departments. Generally, you need to know what authority Multnomah County has over the operation of the juvenile department and specifically what authority Multnomah County has to make staffing decisions in the dependency program.

SB 780, passed in 1987, changed the existing law to allow the local County Commissioners to both fund and run the juvenile department. Pursuant to ORS 419.616(1) the juvenile department of a county is now "considered a county agency for all purposes." The bill was supported by the Association of Oregon Counties and was introduced to resolve a perceived conflict wherein counties were required to provide operating funds to the juvenile department but had little or no control or say over its operations.

In researching and thinking about your questions, I read the legislative history of SB 780 and spoke to some of its initiators. At the time of introduction, these people recognized that the new language of SB 780 potentially

Duane Zussy
May 18, 1988
Page 2

conflicted with unamended statutes and their clear intent. I specifically directed attention to ORS 419.608 which reads as follows:

The director of a juvenile department or one of the counselors shall:

(1) Make or cause to be made an investigation of every child brought before the court and report fully thereon to the court.

(2) Be present in court to represent the interests of the child when the case is heard.

(3) Furnish such information and assistance as the court requires.

(4) Take charge of any child before and after the hearing as may be directed by the court.

In my view, that statute was intended to regulate the duties of court counselors who were under the authority and control of the court.

It is the opinion of some of the supporters of the bill that conflicts such as the one I have mentioned are resolved by ORS 3.280. Pursuant to that statute, authority exists for the Circuit Court to obtain court services in juvenile matters by either employing or contracting for personnel or services, or entering into agreements with public or private agencies, firms or individuals. Compensation and expenses for court services are determined by the Circuit Court but are subject to the approval of and paid for by the County subject to local budget law. Court services include "investigation, study and recommendations on disposition of cases. . . ." ORS 3.250(2)

Assuming that most, if not all, of the duties of a juvenile court counselor are court services, under this theory local budget law would control the allocation of responses to particular projects. Thus, the County may choose not to fund court counselors in dependency roles.

There is a case out of the Oregon Court of Appeals that is analogous to this situation. In Burks v. Lane County, 72 Or.App. 257 (1985), the sheriff of Lane County sued contending that the county and county officers failed to appropriate funds in its 1983-84 budget to enable the sheriff to perform his

Duane Zussy
May 18, 1988
Page 3

mandated law enforcement duties. The sheriff correctly argued that he had law enforcement duties that were defined by statute and that the county had a statutory responsibility to provide funds for the sheriff's performance of his duties. The court concluded that:

when a state statute mandates a service and requires counties to provide funding for it but does not specify a service level, an amount of funding or an alternative method for determining the amount of funding, the statute necessarily leaves at least the budgetary decision over the amount of funding to the county governing bodies.

Id. at 263.

Although I have concluded that the County may, if it chooses, reallocate its counselor resources to delinquency cases and away from dependency cases, I should point out the possible consequences of doing so. Although I am not willing to go as far as the District Attorney has gone, I do feel that there is a potential liability should the program be discontinued. In the face of a statute requiring counselors to do certain things, I can envision a due process claim wherein someone claims that "the statute requires process, you didn't give me process, and I was hurt because of it."

Thus, the decision to eliminate dependency counselors would not be without potential adverse consequences even though I believe you could do it legally.

I have copies of the legislative history of SB 780 and some of the exhibits. If you would like copies I will be happy to provide them.

1254R/sh



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
7th FLOOR J. K. GILL BUILDING
426 S.W. STARK STREET
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Multnomah County Board of Commissioners

FROM: Duane Zussy, Director *Duane Zussy*
Department of Human Services

MAY 23 1988

DATE: May 23, 1988

SUBJECT: Final Report of Juvenile Justice Division - Dependency/Delinquency
Support Activities

Recommendation

I recommend that the Board of County Commissioners approve the implementation of a model that uses three Dependency Technicians and three Juvenile Counselors to process dependency cases in the Juvenile Justice Division (JJD) and that the Board direct the Department of Human Services to prepare a technical amendment to add \$70,479 to the Juvenile Justice Division's FY88-89 budget to hire these Dependency Technicians. This \$70,479 is in lieu of the \$32,000 that was included in budget amendment DHS #5.

Analysis

In response to the Board's directive, a working group consisting of the Chief Juvenile Law Judge and representatives from Children's Services Division (CSD), the Trial Court Administrator's Office, the District Attorney's Office (D.A.), the Juvenile Justice Division (JJD), and the Department of Human Services (DHS), developed and analyzed four options for addressing how dependency cases will be processed at the Juvenile Justice Division.

After considerable discussion and analysis the group unanimously decided to endorse option four. This option was favored because it minimizes the risk to abused and neglected children, reduces the cost of processing dependency cases in FY88-89, causes minimal disruption of the current system, and frees up three juvenile counselors for the implementation of a new adjudicative unit.

Briefly stated these four options are:

- 1) Leave the system operating as it is, with counselors providing coordination, legal documentation, and professional consultation. In this option CSD, the D.A., and JJD jointly create a plan of intervention for the child. CSD, the D.A., and JJD represent the child's interests in Court.
- 2) Have the Juvenile Justice Division totally extricate itself from the processing of dependency cases. This will cause Children's Services Division and the D.A.'s Office to take on the tasks of coordination of cases and the processing of legal documents. In this option the CSD worker and the D.A will create a plan for the child and represent his/her interests in Court.
- 3) Decrease the Juvenile Justice Division's involvement in dependency cases so that Dependency Technicians coordinate cases and process legal documents. In this option the CSD worker and the D.A. will create a plan for the child and represent the child's interests in Court.
- 4) Decrease the Juvenile Justice Division's involvement in dependency cases so that Dependency Technicians coordinate cases and process legal documents, and Juvenile Counselors provide professional consultation and advocacy. In this option the CSD worker, the D.A., and JJD will jointly create a plan for the child. CSD and the D.A. will represent the child's interests in Court. The JJD counselor will be present in Court if subpoenaed.

Option four will require three dependency technicians for FY88-89, at a cost of \$70,479 in new resources. Three of the six current juvenile counselors will remain in the dependency unit as will the 2.5 office assistants and the 0.5 supervisor at a cost of \$212,852 in existing resources. The entire cost to the County will be \$283,331.

If we continue with our current model of processing dependency cases we estimate a need for three new counselors in July of 1988 to bring caseloads down to a reasonable level, an additional three counselors in January of 1989 to keep up with the 17% annual increase in referrals, and another 0.5 supervisor. This will cost the County \$218,057 in new resources for a total of \$530,974 for the dependency unit.

Under option four the Juvenile Justice Division will transfer the three remaining dependency counselors into the delinquency program, take the current adjudicative counselor, and with two existing field workers form an adjudicative unit.

This unit will do the court work for all juvenile cases involving law violations. This will allow the remaining field probation workers to be out in the community. The current system, which has each worker doing both probationary and adjudicative tasks, is not working satisfactorily. Adjudicative tasks almost always take priority, and so little time is spent with the juvenile on his/her probation. In order to implement the new offense-specific case management model field workers need to be able to devote 100% of their time to the field.

Although this recommendation does not provide enough resources to allow a gang unit, it will allow the Juvenile Justice Division to concentrate gang referrals into the two field units. Both of these units will employ offense-specific case management and will be able to provide interventions tailored to meet the needs of gang members.

Background

For some time the Juvenile Justice Division and other parties, including the County Auditor, have been aware that we have a real problem with dependency caseloads. The current caseloads range from 250 to 300 per counselor. Management estimates that 150 is the maximum safe caseload that should be assigned. In addition referrals are increasing at a rate of 17% per year. In response to this increase the Division transferred four counselors from the delinquency program to dependency in FY87-88. We anticipate the need for three new counselors in July of 1988 to reduce caseloads to a safe level and another three in January of 1989 to keep up with the increased rate of referrals. The delinquency program has already been compromised by these transfers and we do not believe it is safe to further deplete its resources.

Attached you will find a copy of County Counsel's legal opinion on the Juvenile Justice Division's responsibilities for dependency cases. Representatives of all involved parties will be at the informal Board hearing on May 31, 1988 to answer any questions you may have. In the meantime Maggie Gareau, Harold Ogburn, or I will be happy to provide you with additional information or clarification.

cc: Commissioner Anderson
Commissioner Casterline
Commissioner Kafoury
Commissioner Miller
Commissioner-elect Bauman



MULTNOMAH COUNTY OREGON

27
5/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

In the matter of the ratification of an Inter-)
governmental Agreement with the City of Portland)
providing for joint funding of the Council for)
Prostitution FY 1987/88 R-5)

Upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber

DATE SUBMITTED May 19, 1988

(For Clerk's Use)
Meeting Date 6/2/88
Agenda No. A-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement

Informal Only* May 24, 1988
(Date)

Formal Only May 26, 1988
(Date)

DEPARTMENT Justice Services

DIVISION Administration & Planning

CONTACT Grant Nelson

TELEPHONE 248-3701

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD John E. Angell

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Approval of Intergovernmental Agreement with the City of Portland providing for joint funding of the Council for Prostitution Alternatives as authorized by City Ordinance passed May 11, 1988. Period of the IGA is FY 1987-88.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 MAY 25 AM 10:33

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John E. Angell

BUDGET / PERSONNEL Jerry Goddard

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) J. Kent

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE COUNCIL FOR PROSTITUTION ALTERNATIVES

SECTION I: INTRODUCTION

This Agreement is between the City of Portland, hereinafter called the "City," and Multnomah County, hereinafter called the "County." This Agreement, subject to execution by all parties, will be in effect from July 1, 1987, to June 30, 1988, or until it is terminated or replaced.

SECTION II: RECITALS

- A. WHEREAS, prostitution is a serious community problem in the City and the County; and
- B. WHEREAS, when the City Council adopted 14.08.025 of the City Code requiring mandatory jail sentences for people arrested for prostitution, Council recognized the need for alternatives for prostitutes.
- C. WHEREAS, representatives from the City of Portland and Multnomah County met with agencies and organizations which help prostitutes. Out of these meetings the Council for Prostitution Alternatives was created.
- D. WHEREAS, the Council for Prostitution Alternatives identified a lack of resources, communication, and coordination as barriers to helping prostitutes change their lives, and therefore developed a structure and a plan for increasing both resources and coordination. The plan included hiring a coordinator, establishing a service fund, and developing resources for case management.
- E. WHEREAS, the City is interested in helping rehabilitate prostitutes and thereby decreasing the problems to the City associated with prostitution by using the \$124,247 from the General Fund in fiscal year 87-88 to fund the Council for Prostitution Alternatives.
- F. WHEREAS, the County is interested in helping to rehabilitate prostitutes and thereby decrease the problems to the County associated with prostitution by providing \$82,000 in fiscal year 87-88 to fund the Council for Prostitution Alternatives.
- G. THEREFORE, the City and the County agree as follows:

SECTION III: AGREED/CITY AND COUNTY

- A. The funds for the Council for Prostitution Alternatives will be administered by the City Bureau of Human Resources.
- B. County funds will be combined with City funds to be used for case management services, a service fund for program participants, and for the operating expenses of the Council for Prostitution Alternatives, Inc.

SECTION IV: COMPENSATION - METHOD OF PAYMENT: The County will transfer to the City \$82,000 upon approval of this Agreement.

SECTION V: TERM OF AGREEMENT: This Agreement shall commence July 1, 1987, and continue until June 30, 1988, or until terminated or replaced.

SECTION VI: TERMINATION: This Agreement may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

Dated this _____ day of _____, 1988.

CITY OF PORTLAND

COUNTY OF MULTNOMAH

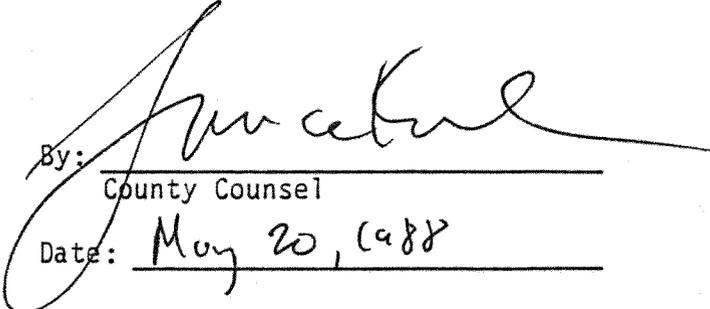
By: _____
Commissioner of Public Works

By: _____
Chair of the Board

By: _____
City Auditor

APPROVED AS TO FORM

By: _____
City Attorney

By: 
County Counsel

Date: _____

Date: May 20, 1988

ORDINANCE No. 160744

* Contract with Multnomah County for funding the Council for Prostitution Alternatives (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. When the City Council adopted 14.08.025 of the City Code requiring mandatory jail sentences for people arrested for prostitution, Council recognized the need for alternatives for prostitutes.
2. Representatives from the City of Portland and Multnomah County met with agencies and organizations which help prostitutes. Out of these meetings the Council for Prostitution Alternatives was created.
3. The Council for Prostitution Alternatives identified a lack of resources, communication, and coordination as barriers to helping prostitutes change their lives, and therefore developed a structure and a plan for increasing both resources and coordination. The plan included hiring a coordinator, establishing a service fund, and developing resources for case management.
4. The City is interested in helping rehabilitate prostitutes and thereby decreasing the problems to the City associated with prostitution by using \$124,247 from the General Fund in fiscal year 87-88 to fund the Council for Prostitution Alternatives.
5. The County is interested in helping to rehabilitate prostitutes and thereby decrease the problems to the County associated with prostitution by providing \$82,000 in fiscal year 87-88 to fund the Council for Prostitution Alternatives.

NOW, THEREFORE, the Council directs:

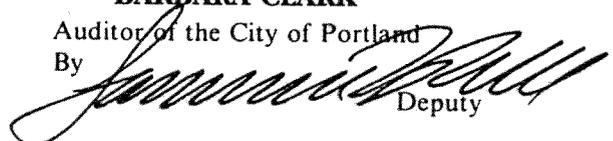
- a. The Commissioner of Public Works and the Auditor are hereby authorized to execute, on behalf of the City, an agreement with Multnomah County for funding the Council for Prostitution Alternatives for the period of July 1, 1987, through June 30, 1988.

Section 2. The Council declares that an emergency exists because enactment of this ordinance will result in the timely provision of services and continuation of the program; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council **MAY 11 1988**
Commissioner Blumenauer
RJ/BB/ns
May 4, 1988

BARBARA CLARK
Auditor of the City of Portland

By



Deputy



MULTNOMAH COUNTY OREGON

27
5/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

In the Matter of Exempting from Public Bidding) O R D E R
the Purchase of "Wild" Station Survey Equipment) #88-90
by the same manufacturer as existing equipment) R-3

Dick Howard, Engineering, explained the Department wishes to purchase the same type of equipment in order to avoid training and maintenance for two different types of equipment.

Upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, unanimously passed per recommended Order.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Dept. of Environmental Services
Purchasing
Transportation

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/2/88
Agenda No. A-3

REQUEST FOR PLACEMENT ON THE AGENDA

88-90

Subject: PCRB Exemption Request

Informal Only * May 31, 1988
(Date)

Formal Only June 2, 1988
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson/Lillie Walker

TELEPHONE 248-3838; 248-5111

*Name(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Pearson/Lillie Walker

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request to the Board of County Commissioners, acting as PCRB, regarding an exemption to the competitive bidding process under ORS 279.015(2) and 279.017(2) and Administrative Rules AR 10.010 to purchase "Wild" Total Station Survey Equipment, Model T 1600 at a cost of \$28,492.80. This equipment is the same as existing equipment previously exempted by the PCRB, and in use by the Department of Environmental Services and several other local governments in the State of Oregon which enables the Department to exchange data for projects of joint interest.

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- GENERAL FUND
- OTHER _____

*Notice of Inv sent 5/31/88
Notice of Approval received 6/6/88*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 MAY 24 PM 4:39

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Jan DuBay

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

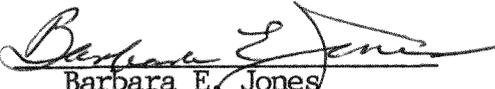
NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review, considered and approved an application on Thursday, June 2, 1988, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, exempting from Public Bidding the purchase of Wild Survey Equipment by the same Manufacturer as Existing Equipment.

A copy of the Order is attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or Jane McGarvin, Clerk of the Board at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

By 
Barbara E. Jones
Asst. Clerk of the Board

bj
cc: Purchasing
General Services
Engineering
Dick Howard

0283C.21
6/06/88

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting)
from Public Bidding the Purchase)
of Wild Survey Equipment by the)
Same Manufacturer as Existing)
Equipment)

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services is hereby made pursuant to the Board's Administrative Rules AR 10.010, adopted under the provisions of ORS 279.015 and 279.017, for an order exempting from the requirements of public bidding, the purchase of Wild Model T 1600 Total Station Survey Equipment for an estimated \$28,492. The Wild equipment is the only equipment that has interchangeable parts and will interface with existing computers in use by the Department of Environmental Services without purchase of additional software.

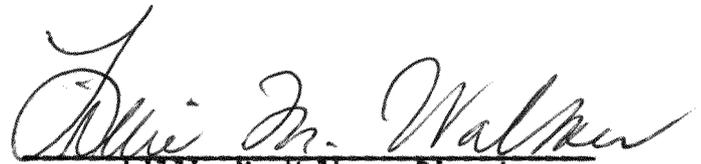
This request is made for the following reasons:

1. Wild survey equipment is only available from one seller in the Northwest region.
2. Original Design computer was competitively purchased.
3. Efficient and cost effective utilization of existing equipment will be realized through acquisition of compatible, interchangeable equipment.
4. The anticipated cost savings to the Department of Environmental Services is estimated to be between \$14,500 to \$17,000 per year.

The Department of Environmental Services has appropriated funds for the purchase of the Wild Survey Equipment in FY 87-88 budget.

The Purchasing Section recommends this action as it represents the most cost effective use of existing equipment.

Dated this 23rd day of May, 1988.


Lillie M. Walker, Director
Purchasing Section



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review, will consider an application on Thursday, June 2, 1988, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, to Exempt from Public Bidding the Purchase of Wild Survey Equipment by the Same Manufacturer as Existing Equipment.

A copy of the application is attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or Jane McGarvin, Clerk of the Board at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD


Barbara E. Jones
Assistant Clerk of the Board

BJ
0283C.13
5/31/88



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Jon Goddard, Purchasing Department
FROM: Bob Pearson *Bob Pearson*
DATE: May 10, 1988
SUBJECT: Purchase of "Wild" Survey Equipment

As per your request, the following are cost estimates relating to my memo of March 24, 1988.

1. The estimated cost to Multnomah County for additional software is between \$1,500 and \$3,000 which is supposed to allow another brand of survey data collector to transfer its information to our present in-house computer engineering design system. This would not include any software maintenance. Failure of these two systems to communicate would result in an additional \$1,000 to \$2,000 of in-house labor per year.
2. The additional 40% longer distance measuring capability of the "Wild" system will presently save the County approximately \$12,000 per year in field crew time. This savings will increase to a savings of approximately \$20,000 per year in 1990 when the County Surveyor's office starts to grid the County.
3. The strongest reason for the purchase of this equipment is standardization of the equipment, both for field use and engineering design. The County Surveyor is basically charged by O.R.S. to set and maintain all legal survey monuments. It is conceivable that an error could be made and not caught in setting a monument or entering the data in the design computer. This could result in expensive force account work on a construction project or litigation under the tort liability of up to \$100,000 plus defense fees.

If I can be of any further assistance or clarification, please contact me.

RP:vh

4282V

RECEIVED
PURCHASING SECTION

'88 MAY 11 AM 11:55

MULTNOMAH
COUNTY



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Purchasing
FROM: Bob Pearson *[Signature]*
DATE: March 29, 1988
SUBJECT: Req. #27525 for "Wild" Survey Equipment

We are recommending the purchase of the Wild Total Station Survey Equipment, Model T1600, without competitive bidding for reasons as listed below:

In FY 1984-85 Multnomah County purchased a Wild Model T2000 Total Station Survey Equipment (Total Station definition in brief terms is an electronic system which does not only survey functions, but is capable of doing trigonometric functions for horizontal and vertical corrections, and storing the data in the field and transferring it to an in-house computer system for further engineering computation and functions). The continuation and standardization of a specific brand of equipment will lower costs in the future in that a complete total station may not have to be purchased, at the time current older equipment is replaced and upgraded, due to the interchangeability of components. Standardization also will allow for components to be moved from crew to crew as necessary in case of specific needs (i.e., distance capabilities, etc.), as well as not having to shut down an entire crew due to failure of a component.

Standardization of equipment also has several other advantages:

1. All equipment will operate the same; the field crews which use a different brand instrument would have to be more careful as each data collector and related items would operate differently. This would slow production time in the field, but there is also greater chances for error. It should be pointed out that errors in the surveying and engineering industry can not only be costly, and also could result in legal proceedings as far as checking land divisions, legal survey monuments, etc.

Purchasing
March 29, 1988
Page 2

2. It will allow the data collected in the field to be transferred to the in-house computer system in the same manner. There is one other unit on the market which has the capability of transferring data to the system currently owned and used by Multnomah County, however, the transferring procedures would be different and some additional software is required. This again raises the chances for costly errors as well as loss of staff time in the different procedures.

The Wild instrument is capable of from a 30% to 50% longer distance measuring capability in comparison to the other acceptable unit. This is not always an essential feature; however, frequently it will allow a procedure to be done in one set-up instead of two. This not only saves time by not having an additional move, but a safer operation by cutting down on crew exposure to traffic.

BP:vh

4105V

RECEIVED
PURCHASING SECTION

'88 MAR 31 12:04

MULTNOMAH
COUNTY



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Purchasing Department

FROM: Nancy Robbins, Computer Coordinator

DATE: March 2, 1988

RE: Purchase of Wild model GRE4 data collector for
the County Surveyor.

This letter is to justify the purchase of the Wild GRE4 data collector. This data collector will be used to record electronic survey data in the field that will be transferred electronically to our Hewlet-Packard / Holguin engineering design computers. The County Surveyor and I reviewed several data collection systems and found the Wild best fit our needs. Regardless of the brand, these are complex systems to learn to use in the field and to get to communicate properly to the design computers. The survey department already has one Wild GRE4 data collector so they are familiar with the format used by this system. The other systems we considered have a different format for use in the field and produce different data files from the existing Wild system. Consistency in format and the ability to communicate with our design computers were the deciding factors in favor of the Wild GRE4 data collector.

If you have any questions regarding this decision please give me a call at ext. 2639.

nlr:NLR



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Purchasing Department
FROM: H. J. Russell, Survey Specialist
DATE: March 4, 1988
SUBJECT: Proposed Purchase of an Electronic Survey System

I request that the bidding process be waived and that the purchase be limited to the Wild T1600 Survey System, because:

- A. This system is compatible with the existing Survey equipment and therefore will minimize any operational problems which result from necessary switching of instruments and/or personnel.
- B. This system will interface with our current computer, software and plotter system, and therefore it will not be necessary for either the instrument operator or the computer operator to learn a new method of operation.
- C. The electronic measuring device can be removed which would make the instrument more versatile.
- D. The DI 5S Distance Meter would be more efficient in control surveys due to its greater measuring range and would therefore reduce project costs.

HJR:vh

0620W



NESSCO
SUPPLY • INC.

7920 S.W. Cirrus Dr., Beaverton, Oregon 97005

503-641-3388
Oregon Toll Free
1-800-472-7007

March 4, 1988

Multnomah County
1620 S.E. 190
Portland, OR 97223

Dear Sir/Ms:

The following information provided is the quote you requested.

1 - 457123	Wild T1600	\$ 12,995.00
1 - 441749	Wild DI5S	9,205.00
1 - 443612	GGD4 Counterweight	275.00
1 - 900086	GRE4 64K (w/o basic)	3,995.00
1 - 409684	Data transmission cable	195.00
1 - 424239	GIF2 interface	535.00
1 - 409667	GEB71 Battery	495.00
1 - 434954	GKL14 Battery charger	225.00
2 - 237718	GPH1A Prism holder w/target (90.00 ea)	180.00
2 - 441751	Soft prism case @ 45.00	90.00
1 - 362819	Triple prism holder	285.00
1 - 385500	GLS11 Plumbing pole	270.00
1 - 521	Seco 521 plumbing pole tripod	195.00
1 - 6050	Seco peanut prism	160.00
2 - 362830	Round prism (290.00 ea)	580.00
	Total	\$ 29,680.00
	Less 4% discount	28,492.80
	Less 4% if paid within 20 days (and or lease)	27,353.09

I hope the preceding information will assist you in your decision making process to invest in a Wild total station. Should you have any questions, please call.

Thank you.

Cordially,


Craig Shippey
Sales Representative

Exclusive Wild Heerbrugg Dealer
Surveying and Engineering Supplies & Equipment

RECEIVED
PURCHASING DIVISION

'88 MAR -9 P1:39

COUNTY



MULTNOMAH COUNTY OREGON

27
5/16/88

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 2, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

Request of the Director of Justice Services for)
approval of Budget Modification #DJS #36 making)
an appropriation transfer in the amount of)
\$155,189 from General Fund Contingency to Dis-)
trict Attorney, Personal Services to pay for)
Prosecuting Attorneys' wage settlement)
FY 1987/88) *R-6*

Upon motion of Commissioner Casterline, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
District Attorney

BUDGET MODIFICATION NO. DJS #36

(For Clerk's Use) Meeting Date 6/2/88
 Agenda No. 19-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)
 DEPARTMENT Justice Services DIVISION District Attorney
 CONTACT Kelly Bacon TELEPHONE 248-3105
 *NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kelly Bacon

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

Budget Modification transferring \$155,189 from General Fund Contingency to the DA's budget to pay for the Prosecuting Attorneys' wage settlement.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

	Base	Fringe	Insurance	Total
Retro Pay	54,240	14,553	1,356	70,149
Year Remaining (29.39%)	39,633	14,553	1,356	55,542
Step Increases				
Level 3	12,000	3,220	300	15,520
Level 4	10,000	2,683	250	12,933
F/S Attorneys	809	217	20	1,046
Total	116,682	35,225	3,282	\$ 155,189

CLERK OF
 COUNTY COMMISSIONERS
 CLERK OF
 HEALTH CARE COUNTY
 21 PM 4:39
 JUNE 2 1988

*To Budget
6/6/88*

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

4. CONTINGENCY STATUS (to be completed by Finance/Budget)
 General Fund Contingency before this modification (as of 5/23) \$ 855,675
 (Specify Fund) (Date)
 After this modification \$ 700,486

Originated By <i>James Richard</i>	Date <u>5/24/88</u>	Department Director <i>Linda Alexander</i>	Date
Finance/Budget <i>Edmund</i>	Date <u>5/24/88</u>	Employee Relations <i>DeVry</i>	Date <u>5/24/88</u>
Board Approval <i>Bertina E Jones</i>	Date <u>6/2/88</u>		

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

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	020	2411			5100			115,873		Permanent
							5500			35,008		Fringe
							5550			3,262		Insurance
										154,143		Subtotal (GF)
		156	020	2410			5100			809		Permanent
							5500			237		Fringe
										1,046		Subtotal (F/S Fund)
		100	045	9120			7700			(155,189)		GF Contingency
		400	040	7231			6580			3,262		Claims Paid
//////										3,262		TOTAL EXPENDITURE CHANGE

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

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	040	7231			6600			3,262		Svc. Reim. (GF to Ins. Fd)
		156	040	2410			7601			1,046		CT (GF to F/S Fund)
//////										4,308		TOTAL REVENUE CHANGE

28
J. 160



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

Request of the Director of Justice Services for)
approval of Budget Modification #DJS #38 making)
an appropriation transfer in the amount of)
\$473,415 from General Fund Contingency to Sher-)
iff/Corrections, Personal Services to pay for)
1987/88 wage settlement R-7)

Upon motion of Commissioner Casterline, duly seconded by Commissioner Miller, it is unanimously

ORDERED that said request be approved, and budget modifica-
tion be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Employee Relations
Sheriff

BUDGET MODIFICATION NO. DJS #38

(For Clerk's Use) Meeting Date 6/2/88
 Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)
 DEPARTMENT Justice Services DIVISION Sheriff/Corrections
 CONTACT Ken Upton TELEPHONE 2168
 *NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Ken Upton

SUGGESTED

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

Budget Modification transferring \$473,415 from General Fund Contingency to the Sheriff's Corrections' budget to pay for the 1987-88 wage settlement.

(Estimated Time Needed on the Agenda)

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

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

	<u>Base</u>	<u>Fringe</u>	<u>Insurance</u>	<u>Total</u>
Retro Pay	328,824	114,529	8,221	451,574
Year Remaining (17.43%)	105,267	36,672	2,632	144,591
OT & Fringe	13,328	4,642	333	18,303
Total	447,439	155,843	11,186	\$ 614,469

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

To Budget 6/6/88

CLATSOP COUNTY
 BOARD OF
 COUNTY COMMISSIONERS
 1988 MAY 24 PM 4:40
 OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)
General Fund Contingency before this modification (as of 5/23) \$ 1,470,144
 (Specify Fund) (Date)
 After this modification \$ 855,675

Originated By <i>Jerry Hubbard</i>	Date <u>5/24/88</u>	Department Director <i>Linda Alexander JUM</i>	Date
Finance/Budget <i>Edwin</i>	Date <u>5/24/88</u>	Employee Relations <i>Debra</i>	Date <u>5/24/88</u>
Board Approval <i>Barbara E Jones</i>		Date <u>6/2/88</u>	

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

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	020	3415			5100			13,328		Permanent
							5500			155,843		Overtime Fringe
							5550			11,187		Insurance
										614,469		Sub total
		100	045	9120			7700			(614,469)		GF Contingency
		400	040	7231			6580			11,187		Claims Paid
TOTAL EXPENDITURE CHANGE										- 0 -		TOTAL EXPENDITURE CHANGE

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

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	040	7231			6600			11,187		Service Reimbursement (GF to Insurance Fund)
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANGE

DATE SUBMITTED 5/26/88

(For Clerk's Use)
Meeting Date 6/2/88
Agenda No. R-8

REQUEST FOR PLACEMENT ON THE AGENDA

2nd Reading 6/9/88
R-15

Subject: Tax foreclosed property

Informal Only* May 31
(Date)

Formal Only June 2
(Date)

DEPARTMENT Chair DIVISION _____

CONTACT B. Nelson TELEPHONE 248-3308

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

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ordinance transfers management of tax foreclosed property to DES Facilities Management, provides for a process of notification and hearing when other governments desire transfer of foreclosed property for public purposes.
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 min

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
 - General Fund
 - Other _____

DEPT OF
COUNTY COMMISSIONERS
1988 MAY 26 AM 11:42
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Phil DuBay

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

28
5/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Sheriff Fred Pearce
12240 NE Glisan
Portland, OR

Dear Sheriff Pearce:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

First Reading - An Ordinance establishing pro-)
cedure and standards for transferring tax fore-)
closed property to governmental bodies, for)
transferring administrative responsibility for)
the ordinance to the Department of Environmental)
Services, Facilities Management Division, and)
amending Multnomah County Ordinance No. 560 R-8)

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that the first reading of the above-entitled Ordinance be approved, and that the second reading be held on June 9 at 9:30 A.M.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: County Counsel
Tax Title
Dept. of Environmental Services
Facilities & Property Management
Commissioner McCoy

28-29-30
5760



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Mr. Paul Yarborough, Director
Department of Environmental Services
2115 SE Morrison
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

First Reading - An Ordinance amending M.C.C.)
11.08 to reduce filing fee for Economic Develop-)
ment Revenue Bond projects, and simplify approval)
procedures R-9)

Copies of the above-entitled Ordinance were available to all persons wishing a copy. Ordinance was read by title only.

A hearing was held; no one wished to testify.

Laurence Kressel, County Counsel, submitted a substitute Ordinance for consideration by the Board; and explained that the substitute incorporates language the Board requested at the Informal Meeting held Tuesday afternoon.

At the same time, Commissioner Casterline submitted her proposed amendments.

Mr. Kressel explained the substitute ordinance attempts to replace the Economic Development Action Commission (EDAC) with the County Planning Commission to review revenue bond applications, and make recommendations to the Board. Inside the city limits of Portland, applications will be reviewed by the City of Portland who will send applications to the County with certification of compliance with the City of Portland Comprehensive Land Use Plan. The Board will approve or disapprove all Multnomah County applications. He requested the Board not approve the First Reading today as an emergency ordinance, but allow a second reading before adoption.

Commissioner Casterline asked whether the pending case involving the City of Portland would be able to meet deadlines if this ordinance was held over another week.

Mr. Kressel replied that the case in question already has been certified by the City of Portland, and would not be affected by the proposed ordinance.

Fred Neal, County Intergovernmental Relations Officer, said this ordinance, if passed next week, would meet City timelines; and that the case in question only needs County approval, and is scheduled for a June 10 hearing. State Economic Development approval requires County approval for each revenue application; and the adoption of this ordinance will provide a process for County approval.

Commissioner Casterline agreed there should be some review of applications before matters reach the Board, but feels since the substitution of the Planning Commission for EDAC is only an interim process, it would be wise to leave EDAC in the Ordinance in case the Commission was reinstated rather than having to amend the Ordinance later. The Board would function as EDAC until that time. She added that Multnomah County was designated last month as an Urban Development Action Grant (UDAG) County by HUD, which means the County will be the final approving authority for UDAG monies; and will need a process for review, and approval/disapproval of applications for the money. She agreed, however, to appoint the Planning Commission to review applications for financing revenue bonds, and asked who the staff is that is referred to in the ordinance.

Mr. Kressel said the staff refers to Planning Division staff, however Lorna Stickel, Planning Director, has not been informed of the new duties being imposed. He feels she may want to comment on the adequacy of the Planning staff to perform added responsibilities.

Following discussion, Commissioner Miller asked about liability for application approvals made by the Board.

Mr. Kressel stated only recommendations go to the State, and therefore, would not carry liability.

Mr. Neal said the State Statutes require County approval of all applications for State Revenue bonds, therefore the Board will approve all applications coming from Multnomah County. However, the City of Portland will approve those from within City limits, and certify to the Board the applications meet Portland's Comprehensive Land Use Plan. The Counties and Cities of Oregon requested the

State not take action on applications for financing revenue bonds unless they meet County and/or City Comprehensive Plans, therefore the statutes reflect that request.

Mr. Kressel explained his view of liability has to do with financing, however an appeal could be made to LUBA when the Board makes an approval/disapproval decision, and it would be necessary for the County to defend the case. If the case was initiated within the City limits, the County would refer the defense of the case to the City because it originated there, and was reviewed by City staff.

Commissioner Miller suggested the County pursue being removed from pro-forma action on City certifications in order to avoid cluttering County agendas.

Mr. Neal said the UDAG designation has nothing to do with revenue bonds nor the matter being discussed, and promised to do further research on that matter.

Commissioner McCoy said the Board needs to address policy for Economic Development in Multnomah County, but today is not the time.

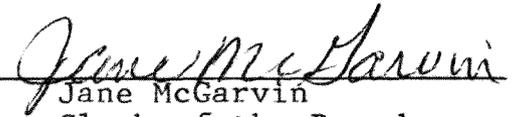
Following discussion, Commissioner Miller moved, duly seconded by Commissioner Casterline, unanimously

ORDERED that the First Reading of the substitute Ordinance be continued to Thursday, June 9, 1988 at 9:30 am in Room 602 of the County Courthouse.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By



Jane McGarvin
Clerk of the Board

jm
cc: County Counsel
Planning
Commissioner McCoy

DATE SUBMITTED May 26, 1988

(For Clerk's Use)
Meeting Date 6/2/88
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA Cont 1st 6/9/88 R-16

Subject: Revenue Bond Procedure

Informal Only* May 31, 1988
(Date)

Formal Only June 2, 1988
(Date)

DEPARTMENT Board of County Commissioners DIVISION _____

CONTACT Fred R. Neal TELEPHONE 248-3308

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Fred R. Neal

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ordinance

Revised Procedure for County approval of state revenue bond applications under ORS 280.330.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF
COUNTY COMMISSIONERS
1988 MAY 26 AM 11:42
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

30
5/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 2, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 2, 1988, the following action was taken:

In the matter of the ratification of the Collec-)
tive Bargaining Agreement with Multnomah Correc-)
tions Officer Association for period of July 1,)
1987 - June 30, 1989 R-10)

Upon motion of Commissioner Miller, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that Multnomah County, Oregon enter into the above-entitled Agreement tendered to and before the Board this date, and that the Board of County Commissioners be and they are hereby authorized and directed to enter into said Agreement for and on behalf of Multnomah County, Oregon.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Employee Relations
Budget
Finance
Sheriff's Office

DATE SUBMITTED May 26, 1988

(For Clerk's Use)
Meeting Date 6/2/88
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Corrections Officers Collective Bargaining Agreement

Informal Only* _____
(Date)

Formal Only June 2, 1988
(Date)

DEPARTMENT General Services DIVISION Labor Relations

CONTACT Kenneth Upton TELEPHONE 248-5015

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request approval of the 1987-89 collective bargaining agreement with the Multnomah County Corrections Officers Association. The agreement is the result of binding interest arbitration. The language it contains is based on the arbitrator's award and approved by counsel representing MCCOA.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund

Other _____

*sig pages
to Allen
emp rel.
6/6/88*

1988 MAY 26 PM 12:04
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

SIGNATURES:

Kenneth Upton
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

BUDGET / PERSONNEL Jerry G. ... Susan Ayers

COUNTY COUNSEL (Ordinances, Resolution, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
BUDGET & MANAGEMENT
ANALYSIS
COUNTY COUNSEL
EMPLOYEE RELATIONS
FINANCE DIVISION

(503) 248-3303
(503) 248-3883
(503) 248-3138
(503) 248-5015
(503) 248-3312

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

MEMORANDUM

TO: Board of County Commissioners
FROM: Kenneth Upton, Labor Relations Manager *KU @ELU*
DATE: May 26, 1988
SUBJECT: Corrections Officers Contract

Attached is a copy of the contract with the Multnomah County Corrections Officers Association resulting from negotiations and binding interest arbitration. A copy of the 152 page Opinion and Award has already been delivered to each of your offices. While the award is complex it has three key elements:

1. Economics

The award provided for the following wage increases:

July 1, 1987	4%
January 1, 1988	4%
July 1, 1988	4%

(Page 91 of Contract)

2. Vacation Scheduling

The Arbitrator awarded a modification of the current vacation scheduling system. The current system provides that vacations are made without respect to shift or classification. The new system provides separate bidding for Sergeants and Corrections Officers. This will allow for more coherent staffing with potentially better supervision. (Page 15 of Contract).

3. Mandatory Overtime

The Arbitrator obviously was influenced by the protracted testimony which dealt with the one year period of mandatory overtime worked by Corrections Officers.

The Arbitrator awarded:

- a. Except in an emergency, mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) hours. (Page 45 of Contract).
- b. Except in an emergency, no mandatory overtime will be assigned if volunteers are available. (Page 56 or Contract).

The Arbitrator did not award a proposed narrow definition of "emergency" which would have even further restricted management rights in the area of staffing. In my judgment the element of the award dealing with mandatory overtime may have additional future policy implications in terms of the need for coordination between the Board and Office of the Sheriff. In the future, except in certain emergency situations, any staffing shortage in the County's correctional institutions can only be handled by voluntary systems, which tend to have limited capacities to meet staffing needs.

If you have any additional issues regarding this matter, please call.

1847F/KU/js

Attachment

cc: Fred Pearce
Linda Alexander
Dave Warren

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", and the Multnomah County Corrections Officers Association, hereinafter referred to as "the Association".

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' objectives of providing 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 2DEFINITIONS

A. For purpose of this Agreement, "probationary employee" means a permanent employee serving a twelve (12) month period to determine his or her suitability for continued employment. Probationary employees shall be included within the bargaining unit except that they shall have no rights under the grievance mechanism for purposes of discipline or discharge. Such probationary period shall begin on the date of appointment from a list certified by the Employee Relations Division. During the period of probation, the employee may be dismissed without cause. 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.

ARTICLE 3RECOGNITION

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, 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 4MANAGEMENT'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 Division, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, 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. The County, in exercising the above mentioned functions, will not discriminate against any employee because of his membership in the Association. Management rights, except where abridged by specific provisions of this agreement, or general law, are not subject to the grievance procedure.

ARTICLE 5ASSOCIATION 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 Association activities.

ARTICLE 6CHECK OFF

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

1. The Association membership dues of those Association 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 the Association within thirty (30) days of this Agreement or within thirty (30) days of becoming an employee, whichever date is later.

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

The amount of service fee shall be set at the amount of dues generally deducted.

The aggregate deduction of all employees for dues checked off and service fee shall be remitted each pay period to the Association.

5. The County agrees to furnish the Association 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 descriptions, work locations and home addresses.

ARTICLE 7NO 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

10

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 8HOLIDAYS1. 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 any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the

holiday overtime rate of two and one-half (2-1/2) times the regular rate, or an employee may opt to be paid one and one-half (1 1/2) times the regular rate and be granted an additional personal holiday.

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 post 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.

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 three hundred twenty (320) 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 three hundred twenty (320); 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 a semi-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 his 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. 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 10SICK LEAVE1. 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, 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. Compensation for Sick Leave.

Upon retirement, an employee shall be paid for accumulated sick leave on the following basis: fifty percent (50%) of the current hourly salary shall be paid for every hour accumulated except that no compensation shall be paid for accumulated sick leave to any employee who has less than 240 hours sick leave accumulated. The terms of this section shall terminate in accordance with Section 9 below.

5. Reporting of Sick Leave.

Any employee who must be absent due to illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before the beginning of his/her shift so that a replacement may be obtained. Failure to so report may result in loss of pay for the day involved.

6. 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.

7. Conversion of Sick Leave.

Based upon accrual as of July 1, 1987, employees shall in fiscal year 1987-88 be allowed to

convert sick leave in accordance with the following schedule:

- a. After one year's service in the Division of Corrections, Office of the Sheriff, an employee may convert one day accrued sick leave to one additional personal holiday each fiscal year.
- b. When an employee has accrued three hundred sixty (360) hours of sick leave, he may convert two (2) days accrued sick leave to two (2) additional personal holidays each fiscal year.
- c. When an employee has accrued seven hundred (700) hours sick leave, he may convert three (3) additional personal holidays each fiscal year.
- d. When an employee has accrued one thousand (1,000) hours sick leave, he may convert four (4) days accrued sick leave to four (4) additional personal holidays each fiscal year.
- e. When an employee has accrued twelve hundred eighty (1,280) hours sick leave, he may convert five (5) days accrued sick leave to five (5) additional personal holidays each fiscal year.

8. 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 four

(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 earned sick leave credits may be charged 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.

9. 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 effective July 1, 1988, or on the execution date of the Local 88 Agreement, whichever is later. Nothing in this Agreement shall preclude offering the PERS Sick Leave benefit before July 1, 1988, however, in the event the County is able to reach necessary agreement with other bargaining units. Effective the date this section is implemented, the sick leave payoff provision of Section 4 shall no longer apply.

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 position with the County, and his position shall thereupon be declared vacated, except and unless the employee prior to the expiration of his 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 of

Corrections 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.

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.

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 Blue Cross ASO Agreement currently in effect and incorporated herein by reference.

Coverage shall include the employee and his immediate family, i.e., wife/husband and eligible dependent children.

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 Blue Cross ASO Agreement currently in effect and incorporated herein by reference.

Coverage shall include the employee and his immediate family, i.e., wife/husband and eligible dependent children.

3. Vision Care.

The County agrees to provide Blue Cross Vision Care Program (Plan Two) benefits for each eligible employee and family member/dependent enrolled in the Blue Cross medical plan.

4. Eligible Employees.

Employees shall be eligible for medical-hospital coverage on the first day of the month following the month of employment. Employees shall be eligible for the dental plan on the first day of the month following six (6) full months of employment.

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 any of the above insurance plans are no longer available, the County agrees to provide to affected employees a substitute plan of 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 twenty thousand dollars (\$20,000), 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 arising 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 as long as they pay the full premium amount subject to the same other terms and limitations as currently apply to members of the MCDSA bargaining unit.

ARTICLE 13WORKERS' 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, the County may require a physician's statement, arranged for, by and at the County's expense, setting forth the disability, current conditions, and anticipated length of continued absence. Based upon the physician's statement and the specific circumstances surrounding the nature of continued disability, it shall be within the sole and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide any continued supplemental benefits.

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.

7. The County and the employee shall continue to make retirement contributions, 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.

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 Division of Corrections; 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
March 31, 1987

Seniority for time served prior to April 1, 1987 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
March 31, 1987

Seniority for time served subsequent to March 31, 1987 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 classifications 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" previously 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 Division classification shall be deemed a trial service period and time served shall be treated as in any other classification.

v. Exempt CorrectionsDivision employee.

An employee may be bumped by an exempt Corrections Division 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 of Corrections 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.

A. The County reserves the right to make work assignments; however, no assignment shall be for solely arbitrary or capricious reasons.

B. The duration and method of assignment of employees to permanent non-facility positions, e.g., Corrections Training Officer, or to non-facility positions determined by the Chief of Corrections to exceed six months or more in duration, shall be in accordance with the procedure promulgated by the Sheriff.

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 weekends, 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 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) days 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 pay.

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.

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 16WAGES AND CLASSIFICATIONS1. 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 purposes of vacation relief, for five (5) days 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.

Whenever an employee is temporarily assigned to perform work in a higher rated classification for reasons other than vacation relief, such employee shall receive the higher rate if assigned for two (2) days or more in a pay period.

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 of twenty cents (\$0.20) per mile 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. 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 (\$20.00) 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 the 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> <ol style="list-style-type: none"> 1) Five (5) years of service with Multnomah County Division of Corrections in corrections field; and 2) Possession of a current Intermediate BPST Certification. • <u>To maintain eligibility:</u> <p>30 hours of qualified In-service training within each fiscal year following the date of initial qualification.</p>
II	7.00%	<ul style="list-style-type: none"> • <u>To qualify:</u> <ol 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 of Corrections or his designee(s) shall publish and post on Division 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 of Corrections' 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 of Corrections, 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 of Corrections' 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 Division of Corrections, 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 of Corrections' judgment, are beneficial to the citizens of Multnomah County.

(d) If a particular activity is approved by the Chief of Corrections, or his designee(s), under clauses (b) or (c) above, the Chief of Corrections, or his designee(s), shall specify (in advance) the number of hours to be credited for the activity. Further, if in the Chief of Corrections' judgment (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 of Corrections 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 Relations Division upon request. Only such comparable service, as determined by the Employee Relations 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 of Corrections, 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 Division 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,

66

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 cause, be subject to disciplinary action by oral or written reprimand, demotion, suspension, 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 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.

2. Cause

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, or dismissed, 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

The employee may inspect his/her I.A.U. file prior to the completion of the I.A.U. investigation.

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 20SETTLEMENT OF DISPUTES

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

Step I: After first attempting to resolve the grievance informally 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 grievance 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 ten (10) working days.

For the purposes of Step 1 of this grievance procedure "working days" shall be defined as Monday through Friday.

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 ten (10) 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 ten (10) 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) 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 Employee 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. 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 twenty-five (25) days after submission of the request for arbitration; 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 issuances of a subpoena, the cost of which shall be borne by the party requesting the subpoena. The arbitrator's decision shall be final and binding, but he 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 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, 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) 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 21GENERAL PROVISIONS1. 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.

In addition, no employee shall suffer restraint, interference or coercion because of or in the exercise of any rights protected under the PECBA or in or because of any protected concerted activity, provided such activity does not interfere with the effectiveness and efficiency of County operations in serving or 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 existing 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.

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 22SAVINGS 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 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 24TERMINATION

This Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect until the 30th day of June, 1989.

Negotiations for a successor agreement shall commence no later than February 15, 1989. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the parties hereto have set
their hands this 2nd day of June, 1988.

MULTNOMAH COUNTY
CORRECTIONS OFFICERS ASSOCIATION

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

BY Jam Ketterer

BY Gladys McCoy
Chair

BY Juanice Sumar

BY Paulene Anderson
Commissioner

BY Alan Cargill

BY Gretchen Hafong/wmv
Commissioner

BY Juanice McClain

BY Polly Carterline
Commissioner

BY Barbara K. Seal

BY Reedlin Miller
Commissioner

NEGOTIATED AND APPROVED:

Kenneth Upton
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

(seal)

MULTNOMAH COUNTY, OREGON
SHERIFF

BY Fred B. Pearce
Sheriff

APPROVED AS TO FORM:

Laurence Kressel
Laurence Kressel
County Counsel
Multnomah County, Oregon

1748F

ADDENDUM A1. Wages Effective July 1, 1987

Effective July 1, 1987, the hourly wage rates of employees covered by this Agreement shall be increased 4.0% and shall be as follows:

POSITION	S T E P S					
	1	2	3	4	5	6
CORRECTIONS OFFICER	10.33	10.92	11.48	12.07	12.70	13.27
CORRECTIONS OFFICER SUPERVISOR (SERGEANT)	13.72	14.25	14.80	15.34	15.88	16.46

2. Wages Effective January 1, 1988

Effective January 1, 1988, the hourly wage rates of employees covered by this Agreement shall be increased 4.0% and shall be as follows:

POSITION	S T E P S					
	1	2	3	4	5	6
CORRECTIONS OFFICER	10.74	11.36	11.94	12.55	13.21	13.80
CORRECTIONS OFFICER SUPERVISOR (SERGEANT)	14.27	14.82	15.39	15.95	16.52	17.12

3. Wages Effective July 1, 1988

Effective July 1, 1988, the hourly wage rates of employees covered by this Agreement shall be increased 4.0% and shall be as follows:

POSITION	S T E P S					
	1	2	3	4	5	6
CORRECTIONS OFFICER	11.17	11.81	12.42	13.05	13.74	14.35
CORRECTIONS OFFICER SUPERVISOR (SERGEANT)	14.84	15.41	16.01	16.59	17.18	17.80

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 CMULTNOMAH COUNTY, OREGON
SENIORITY LIST FOR BARGAINING UNIT MEMBERS
ADJUSTED THROUGH AND INCLUDING MARCH 31, 1987SERGEANTS

<u>NAME:</u>	<u>CLASS DATE:</u>
Brown, Daniel	12/07/70
Asboe, David	12/07/70
Puddy, Dennis	07/06/72
Wright, James	04/14/73
Gatzke, William	03/30/74
Schar, Gregory	12/22/75
Jacobson, Walter	04/11/77
Walker, Gary	04/11/77
Katafias, Jan	03/31/80
River, Lois	09/26/80
Van Rheen, Douglas	04/16/81
James, Rae Jean	04/16/81
Sather, John	07/06/81
Anderson, Robert	08/31/81
Garner, Loretta	03/15/82
Turney, James	03/16/82
King, Jerry	03/18/82
Chambers, David	03/19/82
Cain, Lewis	03/20/82
Paine, Robert	03/21/82
Blackburn, Paul	04/05/82
Jones, Jacqueline	06/07/82
Williams, Rosemary (Morgan)	06/07/82

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Hansmann, Donald	05/17/63
Van Der Zanden, Gerald	10/01/66
Bagley, Donald	11/01/67
Taber, Rodger	01/01/68
Domine, Roy	03/01/68
Stafford, William	04/01/68
* Brown, Daniel	04/01/68
Domine, Larry	08/01/68
Gratiot, Edward	02/24/69
* Asboe, David	06/06/69
* Gatzke, William	08/18/69
* Puddy, Dennis	09/01/69
Hunt, Lois (Pugh)	01/19/70
Pugh, Fred	05/01/70
* King, Jerry	07/13/70
Morris, Ralph	08/10/70
* Paine, Robert	10/21/70
Gebbie, Leonard	01/25/71
* Wright, James	02/14/71
Auvil, Robert	06/02/71
* Katafias, Jan	12/27/71
Pogue, Charles	03/06/72
Comstock, Larry	03/06/72
Naten, Melvin	03/18/72
* Sather, John	06/28/72
* Van Rheen, Douglas	07/10/72
Miller, Earl	07/10/72

CORRECTIONS OFFICERS

NAME:	CLASS DATE:
Waddington, Robert	07/17/72
* Andersen, Robert	11/04/72
Hurm, Roger	11/04/72
Chilson, David	11/27/72
Tracy, Richard	12/04/72
* Jacobson, Walter	12/11/72
Weedman, Michael	12/18/72
Weaver, Vernon	01/08/73
* Blackburn, Paul	01/10/73
Skophammer, Michael	01/11/73
Collopy, Bruce	01/20/73
Kyer, Charles	02/06/73
Cargill, Stanley	03/17/73
* Walker, Gary	04/09/73
* Schar, Gregory	04/11/73
McGaughey, William	09/17/73
Litherland, William	10/04/73
* Punneo, Claude	11/13/73
Chambers, David	12/11/73
Rens, Jacob	05/20/74
Gunther, Alberta	09/29/74
* Turney, James	03/31/75
Crosby, William	11/03/75
* Garner, Loretta	01/23/76
Allsop, David	02/23/77
Bejarano, David	02/23/77

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Karp, Ed	02/23/77
Merrill, James	02/23/77
Ramirez, Edward	02/23/77
Taylor, Ann	02/23/77
* Jamieson, Jacqueline	02/23/77
Sadler, Jay	02/23/77
Williams, Hugh	02/23/77
* Rivers, Lois	03/08/77
Merritt, Bobby	08/01/77
Soen, Susan	08/01/77
Fleenor, Daryl	08/01/77
Leger, Roger	08/01/77
Nelson, Larry	08/07/77
Stigum, Tom	09/15/77
Tate, Dianne	12/28/77
* Cain, Lewis	01/03/78
Livingston, Robert	03/26/78
Gardner, Dewayne	04/11/78
Davis, Ralph	04/12/78
* Williams, Rosemary (Morgan)	05/17/78
Davis, Chester	08/14/78
Day, Harold	08/26/78
* James, Rae Jean	09/01/78
Pitchlynn, David	11/01/78
Sund, Philip	03/26/79

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Long, Stephen	04/03/79
Rock, William	04/07/79
Owens, Sharon	07/12/79
Robinson, Joyce	09/28/79
Gilbert, Verena	09/28/79
Miller, Ricky	04/07/80
Seiler, Barbara	08/14/80
Hilts, Richard	08/16/80
Hanson, Mary (Clark)	10/01/80**
Kimmel, Laurie	11/03/80
Bagley, Nedra	11/03/80
Inman, Janice	12/01/80
Mozorosky, Richard	12/01/80
Nichols, Douglas	12/01/80
French, Jerry	12/01/80
York, William	12/01/80
Sabatini, Janice	12/01/80
Church, David	12/01/80
Strong, Luther	01/05/81
Bauer, Leonard	01/19/81
Watson, Erich	02/02/81
Hall, Edward	05/04/81
Harper, Thelopilus	07/06/81
Bowdle, Keith	12/31/81
Harris, Kenneth	04/26/82
Herr, Michael	04/26/82
Jackson, Wendell	04/26/82
Eastvedt, Steven	04/26/82

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Stubblefield, James	04/26/82
Siniscal, George	04/26/82
Cross, Todd	07/14/82
Parker, Kathryn	07/21/82
Spellman, Isaac	03/14/83
Holmes, Mark	03/14/83
Sakamoto, Elliot	03/14/83
Marsmaker, Linda	03/14/83
McCain, Bruce	07/11/83
Satter, Michael	07/28/83
McNabb, Robert	07/28/83
Reuter, Mike	08/05/83
Long, Elliott	08/08/83
Ziebert, Richard	08/15/83
Heidenrich, Jay	08/15/83
Kempfert, Carol	09/08/83
Lehti, Gloria	10/31/83
Keith, David	10/31/83
Lamb, Catherine	11/07/83
Grech, Nancy (Hicks)	01/30/84
Bjork, Darcy	01/30/84
Adgers, Raimond	01/30/84
Bryant, Jobie	02/06/84
Abernathy, Mylie	02/21/84
Fleenor, Cindy (Rogers)	04/02/84

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Hammond, Rory	04/02/84
Beach, Kent	04/02/84
Borden, Clarence	05/14/84
Bryant, Donald	08/13/84
Wayne, Thomas	09/26/84
Getman, Gary	10/01/84
Carson, Philip	10/12/84
Kersey, Charles	10/16/84
Bishop, Ronald	10/29/84
Foster, James	10/29/84
Jordon, Brent	11/19/84
Falkner, Robert	11/20/84
Peterson, Joseph	11/26/84
Boone, Pat	01/21/85
Hawkey, Helena	02/19/85
Buckmier, James	03/13/85
Moniz, Ronald	03/20/85
Ezell, John	05/06/85
Nagy, Sam	05/20/85
Dutson, Preston	05/20/85
DeLuca, Mike	06/03/85
Elliott, Brett	06/17/85
Schmelling, Jerald	07/08/85
Ristvet, Jeff	07/15/85
Luna, Jesse	08/19/85
Prigge, Paul	08/19/85
Gamble, Gary	08/19/85

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Butler, Charles	09/23/85
Moore, Timothy	10/14/85
LeDuc, Michael	10/21/85
Cross, Rodger	10/21/85
Jacobs, Melissa	10/21/85
Lawrence, Philip	01/06/86
Hayes, Dorothy	01/06/86
Spencer, Kenneth	01/06/86
Harris, Dirk	01/06/86
Horne, Richard	01/06/86
Brester, Rodney	01/13/86
Miller, Darrell	02/18/86
Stone, Rawn	02/18/86
Swackhamer, Barbara	03/29/86
Stephens, Dave	03/24/86
Pick, James	03/31/86
Siniscal, Madalene	03/31/86
Watson, Sydney	03/31/86
Pearce, Christina	04/29/86
Bowdle, Janet	04/29/86
Carrithers, Daniel	05/12/86
Ensminger, Gary	05/27/86
Reuter, Kim	05/27/86
Sosa, Samuel	06/02/86
Bonds, Randy	06/09/86
Ahern, William	06/23/86
Stanchfield, John	06/24/86

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Brandewie, Bobbi	06/28/86
Richardson, Michael	07/07/86
Bagley, Clyde	08/11/86
Davis, Stephen	09/29/86
Harper, Philip	10/06/86
Melligh, John	10/09/86
James, Renaldo	11/03/86
Evans, Betty	11/17/86
Sawyer, James	11/17/86
Davis, Laura	12/15/86
Gelvick, Roger	12/15/86
Huffstutter, Sharon	12/15/86
Cole, Duane	12/15/86
Langley, Shelley	12/15/86
Hewitt, Douglas	12/15/86
Peterson, Derrick	12/15/86
Hull, Kari	12/15/86
Dickerson, Mary	01/05/87
Bales, Gerald	01/13/87
Jackson, Crayton	02/17/87
Warfield, Wallace	02/17/87
Naramore, James	02/17/87
Karcher, George	02/17/87
Gaskell, Ricky	03/02/87
Hunt, Jeff	03/23/87
Raymond, Ramona	03/23/87
Howlett, Mary	03/23/87
Hugulet, Laura	03/23/87

CORRECTIONS OFFICERS

<u>NAME:</u>	<u>CLASS DATE:</u>
Schulds, Michael	03/23/87
Gates, Michael	03/23/87

*Corrections Sergeant

**Adjusted for LOA



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
BUDGET & MANAGEMENT
ANALYSIS
COUNTY COUNSEL
EMPLOYEE RELATIONS
FINANCE DIVISION

(503) 248-3303
(503) 248-3883
(503) 248-3138
(503) 248-5015
(503) 248-3312

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager *KU @ELU*

DATE: May 26, 1988

SUBJECT: Corrections Officers Contract

Attached is a copy of the contract with the Multnomah County Corrections Officers Association resulting from negotiations and binding interest arbitration. A copy of the 152 page Opinion and Award has already been delivered to each of your offices. While the award is complex it has three key elements:

1. Economics

The award provided for the following wage increases:

July 1, 1987	4%
January 1, 1988	4%
July 1, 1988	4%

(Page 91 of Contract)

2. Vacation Scheduling

The Arbitrator awarded a modification of the current vacation scheduling system. The current system provides that vacations are made without respect to shift or classification. The new system provides separate bidding for Sergeants and Corrections Officers. This will allow for more coherent staffing with potentially better supervision. (Page 15 of Contract).

3. Mandatory Overtime

The Arbitrator obviously was influenced by the protracted testimony which dealt with the one year period of mandatory overtime worked by Corrections Officers.

The Arbitrator awarded:

- a. Except in an emergency, mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) hours. (Page 45 of Contract).
- b. Except in an emergency, no mandatory overtime will be assigned if volunteers are available. (Page 56 or Contract).

The Arbitrator did not award a proposed narrow definition of "emergency" which would have even further restricted management rights in the area of staffing. In my judgment the element of the award dealing with mandatory overtime may have additional future policy implications in terms of the need for coordination between the Board and Office of the Sheriff. In the future, except in certain emergency situations, any staffing shortage in the County's correctional institutions can only be handled by voluntary systems, which tend to have limited capacities to meet staffing needs.

If you have any additional issues regarding this matter, please call.

1847F/KU/js

Attachment

cc: Fred Pearce
Linda Alexander
Dave Warren

COLUMBIA COUNTRY C.B.'ERS INC
COLUMBIA COUNTRY C.B.'ERS INC
12334 SE DIVISION ST
PO BOX 16001
PORTLAND OR 97216

COLUMBIA COUNTRY C.B.'ERS INC
DEANGELO DOROTHY

COLUMBIA COUNTRY C.B.'ERS INC
12334 SE DIVISION ST
PO BOX 16001
PORTLAND OR 97216

6/1/88 - 6 AM 9:42
SHERIFF'S OFFICE
CIVIL PROCESS UNIT
97216

* Is Server Education designee(s), indicated by *T* above, correct? Yes X No
** If no, who is your new designee? _____

- 1. Please list a daytime phone number in case we need more information: 760 7005
- 2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO X IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
---------	------	------------	--------

- 3. Will anyone share in the profits who is not a licensee? YES _____ NO X
If yes, please give name(s) and explain: _____
- 4. Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as change in menu, hours of operation, or remodeling?
YES _____ NO _____ IF YES, EXPLAIN: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$200.00 MADE PAYABLE TO "OLCC"
LATE RENEWAL ADDITIONAL FEE

The OLCC must receive your complete renewal application no later than 06-10-88, or you must pay an additional fee of \$50.00. IF YOUR APPLICATION IS RECEIVED AFTER 06-30-88, the additional fee increases to \$80.00. You may take your application to the nearest OLCC office, if your mailed application might not reach the Portland Office by the cut-off date.

ENDORSEMENT

The (CITY OF/COUNTY OF) Multnomah recommends that this license be GRANTED XX REFUSED _____

DATE OF ENDORSEMENT: 6/02/88

SIGNED: [Signature] TITLE OF SIGNER: County Chair

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Richard Haley
PRINT YOUR NAME

Richard Haley - Pres.
SIGNATURE

541 40 8793
SOCIAL SECURITY NUMBER

PRINT YOUR NAME

SIGNATURE

SOCIAL SECURITY NUMBER

PRINT YOUR NAME

SIGNATURE

SOCIAL SECURITY NUMBER

5/23-37

LIQUOR LICENSES

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6-2-88
Agenda No. R-11

REQUEST FOR PLACEMENT ON THE AGENDA

*30
J160*

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only 6-2-88
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sgt. Ed Hausafus TELEPHONE 255-3600

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Sally Anderson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Application for a RETAIL MALT beverage license for the Columbia C.B.ers, Inc., 12334 SE Division, applicant Richard Haley, with recommendation for approval.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____ CONSENT AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

*To
at the Civil Process
6/6/88*

1988 JUN - 1 PM 1:07
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson/jw

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



Multnomah County Sheriff's Office

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

FRED B. PEARCE
SHERIFF

(503) 255-3600

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FRED B. PEARCE *Fred B. Pearce*
Sheriff

DATE: May 10, 1988

SUBJECT: LIQUOR LICENSE RENEWAL

Attached is the Retail Malt beverage liquor license renewal for the Columbia C.B.ers, Inc., 12334 SE Division, Portland, Oregon. The applicant, Richard Haley has no criminal record and I recommend that the application be approved.

FBP/mw/1264N

Attachment

MAY 13 1988

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 6/2/88

Agenda No. R-11

Unanimous
Consent

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only 6/2/88
~~5-26-88~~
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sgt. Ed Hausafus TELEPHONE 255-3600

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Sally Anderson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Renewal application for a RETAIL MALT Beverage license for the Columbia C.B.ers, Inc. 12334 SE Division; applicant Richard Haley, with recommendation for approval.

IS in
has gone 5/31/88
located in City of Portland
sent to Ron Hanson
6/12/88
6/12/88
license
5/18/88 Jane
Co Not annexed

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA CONSENT AGENDA

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

BOARD OF
COUNTY COMMISSIONERS
1988 MAY 17 PM 4:48
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Sally Anderson/jaw

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

SUPPLEMENTAL AGENDA

Thursday, June 2, 1988

THE FOLLOWING WILL BE HEARD BY UNANIMOUS CONSENT:

R-11 Liquor license application submitted by the Sheriff's Office
with recommendation that same be approved as follows:
RETAIL MALT BEVERAGE: Columbia C.B.ers, Inc., 12334 SE
Division

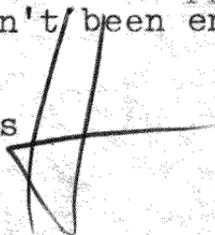
Tues.

JUN 1 1968

Barbara,

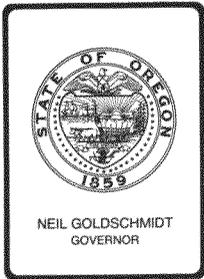
This is the liquor license that I spoke to you about yesterday (Tuesday). It originally was sent to the Board around May 10th...then it for some reason went over to the City who mailed everything unsigned to OLCC. Then OLCC sent it back to the applicant since it hadn't been endorsed.

Sgt. Hausafus
x 331



Please mail approved
application back to
applicant in SASE.

Thank.



Oregon Liquor Control Commission

9079 SE McLOUGHLIN BLVD., PORTLAND, OREGON
(Mailing Address: PO BOX 22297, PORTLAND, OR 97222)

May 25, 1988

COLUMBIA COUNTRY C.B.'ERS INC.
12334 SE.DIVISION ST.,
PO. BOX 16001,
PORTLAND,OR. 97216

Dear Sirs;

According to the City of Portland, your premise is indeed in the county in spite of the City informing us in 1986 that you were annexed.

Until such time you are annexed you will be coded for endorsement by the County. To make sure you are in the county renewal period we will collect only \$100.00 for your fee at this time. In October you will receive another renewal application for the entire year of 1989. The renewal we have to process at this time will be for July 1, 1988 until December 31, 1988.

I am returning your letter signed by Fred B. Pearce so that you may obtain an endorsement from the County.

When you have obtained your endorsement, please return the application to us along with the \$100.00 fee.

I am sorry for any inconvenience you may be experiencing because of the "mix-up".

Yours truly,

Joanne Durkin
Renewal Specialist
O.L.C.C.
653-3057

June 2, 1988

30
J/60

At this time, Commissioner Casterline submitted to the Board articles from the Gresham Outlook which she felt would be of interest to the Board.

30
J. 1/60

June 2, 1988

Discussion of National Association of Counties project)
awards)

Commissioner McCoy reported the National Association of Counties has approved all seven projects proposed by Multnomah County for awards. She read the letter from John P. Thomas, Executive Director NACO, and commended those who were responsible for the work provided.

**NATIONAL
ASSOCIATION
of
COUNTIES**

Glee
JM
JUN 1 1988

440 First St. NW, Washington, DC 20001
202/393-6226

May 25, 1988

Ms. Gladys McCoy
Chairman, Multnomah County Commission
1021 S.W. 4th, Room 134
Portland, OR 97204

Dear Ms. McCoy:

We are pleased to announce that your county has been selected as a recipient of a 1988 NACo Achievement Award. The attached sheet indicates your program awards.

We felt that your county's proposals provided an innovative solution and I would like to commend you on your ingenuity and creativity in establishing these useful programs.

I hope you will join us in Orange County (Anaheim), California, August 6-9, to receive your Achievement Award Certificates. In addition to a special recognition of this year's Achievement Award Winners, the conference will provide you with the opportunity to discuss critical issues with other county officials during this important Presidential election year. I have enclosed a registration form for your convenience.

Again, we congratulate you and thank you for participating in the 1988 Achievement Award Program. We look forward to hearing about other projects you may develop in the future.

Sincerely,

John Thomas

John P. Thomas
Executive Director

NATIONAL ASSOCIATION OF COUNTIES 1988 ACHIEVEMENT AWARD WINNERS
For The County Of Multnomah OR

Program CHIERS Inebriate First Responder And Transport Service

Applicant: Norma Jaeger
Department: Human Services

Phone: (503) 248-3691

Program Clerical Excellence Task Force

Applicant: Jo'Ey Gardelius
Department: District Attorney's Office

Phone: (503) 248-3399

Program County Fair Open Class Enhancement

Applicant: Sherrill Rudolph
Department: Environment Svcs/Expo Center & Fair

Phone: (503) 248-5001

Program Employee Health Promotion Program

Applicant: Merrie Ziady
Department: General Services

Phone: (503) 248-5015

Program Know Your County Month

Applicant: Michael Dolan
Department: Chair's Office

Phone: (503) 248-3308

Program Potentially Dangerous Dog Program

Applicant: Michael Oswald
Department: Animal Control Division

Phone: (503) 667-4024

Program The Coalition Of Community Health Clinics

Applicant: Anya Spielberg
Department: Health Department

Phone: (503) 248-3056