

**ANNOTATED MINUTES**

Tuesday, October 19, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

**BOARD BRIEFINGS**

- B-1 Information Regarding the Coordination of Gang Services within the Juvenile Justice Division. Presented by Harold Ogburn and Division Representatives.

PRESENTATION AND RESPONSE TO BOARD QUESTIONS  
BY HAL OGBURN, LOLENZO POE, JIMMY BROWN, BARRY  
FRIEDMAN, LON COOK, AND DWAYNE McNANNAY.

- B-2 Oregon Economic Development Department's Vision of the Regional Strategies Program, Status of Multnomah County's Economic Development Activities, Discussion on Relationship Between Regional Strategies and Workforce Development and Regional Configuration Proposal. Presented by Sharon Timko, Joan Ruteledge, Mark Clemons, Lisa Nisenfelt and Jim Harper.

PRESENTATION AND RESPONSE TO BOARD QUESTIONS  
BY SHARON TIMKO, ECONOMIC DEVELOPMENT SPECIAL-  
IST, MULTNOMAH COUNTY; JOAN RUTELEDGE, REGIONAL  
STRATEGIES COORDINATOR, OEDD; MARK CLEMONS,  
BUSINESS DEVELOPMENT MANAGER, PDC; LISA  
NISENFELT, JOB NET PROGRAM MANAGER; AND JIM  
HARPER, CHAIR, REGIONAL WORKFORCE QUALITY  
DEVELOPMENT COMMITTEE - REGION 2.

---

Thursday, October 21, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

**REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:36 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.

**NON-DEPARTMENTAL**

- R-1 Chair Beverly Stein Will Introduce her Staff.

STAFF MEMBERS BILL FARVER, SAWSON MAKNAY, JO  
ANN ALLEN, SHARON TIMKO, LYNE MARTIN, RHYS  
SCHOLE, MEGANNE STEELE, MARIA ROJO de STEFFEY  
AND DEBORAH BOGSTAD INTRODUCED THEMSELVES.  
CHAIR STEIN MENTIONED ABSENT STAFF MEMBERS  
DELMA FARRELL, CARRIE PARKERSON, NORM MONROE,  
SARAH PHILLIPS AND MELINDA PETERSEN.

**CONSENT CALENDAR**

UPON MOTION OF COMMISSIONER KELLEY, SECONDED  
BY COMMISSIONER HANSEN, THE CONSENT CALENDAR,

**(ITEMS C-1 THROUGH C-10) WAS UNANIMOUSLY  
APPROVED.**

**NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointment of Hector Ariceaga to the HOUSING AUTHORITY OF PORTLAND, Board of Directors, to Fill the Unexpired Term of Resigning Board Member, Frank E. Rivera

**DEPARTMENT OF SOCIAL SERVICES**

- C-2 Ratification of Amendment #1 to Intergovernmental Agreement Contract 100204 Between Multnomah County, Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and the City of Portland, Parks and Recreation Bureau, Providing Funding Adjustments Due to Service Consolidation and OSHA Bloodborne Pathogen Rule Compliance, for the Period July 1, 1993 through June 30, 1994
- C-3 Ratification of Amendment #3 to Intergovernmental Agreement Contract 100214 Between Multnomah County, Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and Oregon Commission for the Blind, Providing Funding Adjustments Due to Service Consolidation and OSHA Bloodborne Pathogen Rule Compliance, for the Period July 1, 1993 through June 30, 1994

**SHERIFF'S OFFICE**

- C-4 Ratification of Intergovernmental Agreement Contract 800404 Between Multnomah County Sheriff's Office and the City of Maywood Park, Providing Additional Patrol Services to the City, for the Period July 1, 1993 through June 30, 1994
- C-5 Ratification of Intergovernmental Agreement Contract 800334 Between Multnomah County Sheriff's Office and the City of Wood Village, Providing General Law Enforcement Services and Additional Patrol within the Corporate Limits of Wood Village, for the Period July 1, 1993 through June 30, 1994

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-6 ORDER in the Matter of the Execution of Deed D940930 Upon Complete Performance of a Contract to James A. Nelson

**ORDER 93-347.**

- C-7 ORDER in the Matter of the Execution of Deed D940932 Upon Complete Performance of a Contract to Gary L. Martin and Gina M. Martin

**ORDER 93-348.**

- C-8 ORDER in the Matter of the Execution of Deed D940933 Upon Complete Performance of a Contract to Adrian A. Anderegg

**ORDER 93-349.**

- C-9 ORDER in the Matter of the Execution of Deed D940934 Upon Complete Performance of a Contract to Wesley Hayzlett and Jettabe Hayzlett

**ORDER 93-350.**

- C-10 ORDER in the Matter of Contract 15760 for the Sale of Certain Real Property to Joe Taylor Enterprises, Inc.

**ORDER 93-351.**

**REGULAR AGENDA**

**SHERIFF'S OFFICE**

- R-2 Ratification of Intergovernmental Agreement Contract 800464 Between Multnomah County Sheriff's Office and City of Portland Police Bureau, Providing Inservice Training to all Sheriff's Office Law Enforcement Deputies and Sergeants, for the Period September 13, 1993 through May 27, 1994

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-2. LARRY AAB AND BRENT RITCHIE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. IGA UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-3 Ratification of Intergovernmental Agreement Contract 900384 Between Multnomah County and the City of Portland, Wherein the Department of Community Corrections and Portland Police Bureau Will Work Cooperatively, Share Information and Office Space, in an Effort to More Effectively Work with Gang Involved Offenders

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. JUDITH DUNCAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. IGA UNANIMOUSLY APPROVED.**

**DEPARTMENT OF SOCIAL SERVICES**

- R-4 Ratification of Amendment #1 to Intergovernmental Agreement Contract 100224 Between Multnomah County, Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and Portland Employment Project - PCC, Providing Funding Adjustments Due to Service Consolidation and OSHA Bloodborne Pathogen Rule Compliance, for the Period July 1, 1993 through June 30, 1994

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. KATHY TINKLE EXPLANATION. COMMISSIONER SALTZMAN DECLARATION OF ABSTENTION DUE TO PCC BOARD POSITION. IGA APPROVED WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE.**

R-5 RESOLUTION in the Matter of Approval of Adult Mental Health System Design Plan

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. PRESENTATION AND RESPONSE TO BOARD QUESTIONS BY REX SURFACE. COMMENTS IN SUPPORT OF PLAN FROM LINDA REILLY, KAY SOHL, KEVIN FITTS, ROD CALKINS AND NELLIE FOX-EDWARDS. BOARD COMMENTS IN APPRECIATION OF THE WORK OF THE MENTAL AND EMOTIONAL DISABILITIES ADVISORY COUNCIL AND COUNTY STAFF. RESOLUTION 93-352 UNANIMOUSLY APPROVED.

R-6 RESOLUTION in the Matter of Adopting a Policy Regarding Minority and Women Business Enterprise Outreach Under the HOME Investment Partnership Program

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. CECILE PITTS EXPLANATION. RESOLUTION 93-353 UNANIMOUSLY APPROVED.

R-7 Ratification of Intergovernmental Agreement Contract 103624 Between the City of Portland and Multnomah County, Providing \$366,135 in HOME Investment Partnership Program Grant Funds to the Housing and Community Services Division, for Operating Grants for Special Needs Housing and the Construction of New Housing for Low and Moderate Income Persons, for the Period February 1, 1993 through April 27, 1997

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. CECILE PITTS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. IGA UNANIMOUSLY APPROVED.

PUBLIC COMMENT

R-8 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

There being no further business, the meeting was adjourned at 10:30 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By DEBORAH C. CECILE





# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

OCTOBER 18 - 22, 1993

Tuesday, October 19, 1993 - 9:30 AM - Board Briefings. . . .Page 2

Thursday, October 21, 1993 - 9:30 AM - Regular Meeting . . .Page 2

#### FUTURE MEETING CHANGES AND CANCELLATIONS

Tuesday, November 9	Briefing, Regular Meeting and Planning Items
Thursday, November 11	<u>Holiday/Meeting Cancelled</u>
Tuesday, November 16	<u>AOC Conf/Meeting Cancelled</u>
Thursday, November 18	<u>AOC Conf/Meeting Cancelled</u>
Tuesday, November 23	Regular Meeting and Planning Items
Thursday, November 25	<u>Holiday/Meeting Cancelled</u>

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

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

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

Tuesday, October 19, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Information Regarding the Coordination of Gang Services within the Juvenile Justice Division. Presented by Harold Ogburn and Division Representatives. 9:30 TIME CERTAIN, 1-1/2 HOURS REQUESTED.
- B-2 Oregon Economic Development Department's Vision of the Regional Strategies Program, Status of Multnomah County's Economic Development Activities, Discussion on Relationship Between Regional Strategies and Workforce Development and Regional Configuration Proposal. Presented by Sharon Timko, Joan Rutledge, Mark Clemens, Lisa Nisenfeld and Jim Harper. 11:00 TIME CERTAIN, 1 HOUR REQUESTED.
- 

Thursday, October 21, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Hector Ariceaga to the HOUSING AUTHORITY OF PORTLAND, Board of Directors, to Fill the Unexpired Term of Resigning Board Member, Frank E. Rivera

DEPARTMENT OF SOCIAL SERVICES

- C-2 Ratification of Amendment #1 to Intergovernmental Agreement Contract 100204 Between Multnomah County, Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and the City of Portland, Parks and Recreation Bureau, Providing Funding Adjustments Due to Service Consolidation and OSHA Bloodborne Pathogen Rule Compliance, for the Period July 1, 1993 through June 30, 1994
- C-3 Ratification of Amendment #3 to Intergovernmental Agreement Contract 100214 Between Multnomah County, Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and Oregon Commission for the Blind, Providing Funding Adjustments Due to Service Consolidation and OSHA Bloodborne Pathogen Rule Compliance, for the Period July 1, 1993 through June 30, 1994

SHERIFF'S OFFICE

- C-4 Ratification of Intergovernmental Agreement Contract 800404 Between Multnomah County Sheriff's Office and the City of

Maywood Park, Providing Additional Patrol Services to the City, for the Period July 1, 1993 through June 30, 1994

- C-5 Ratification of Intergovernmental Agreement Contract 800334 Between Multnomah County Sheriff's Office and the City of Wood Village, Providing General Law Enforcement Services and Additional Patrol within the Corporate Limits of Wood Village, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 ORDER in the Matter of the Execution of Deed D940930 Upon Complete Performance of a Contract to James A. Nelson
- C-7 ORDER in the Matter of the Execution of Deed D940932 Upon Complete Performance of a Contract to Gary L. Martin and Gina M. Martin
- C-8 ORDER in the Matter of the Execution of Deed D940933 Upon Complete Performance of a Contract to Adrian A. Anderegg
- C-9 ORDER in the Matter of the Execution of Deed D940934 Upon Complete Performance of a Contract to Wesley Hayzlett and Jettabe Hayzlett
- C-10 ORDER in the Matter of Contract 15760 for the Sale of Certain Real Property to Joe Taylor Enterprises, Inc.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Chair Beverly Stein Will Introduce her Staff.

SHERIFF'S OFFICE

- R-2 Ratification of Intergovernmental Agreement Contract 800464 Between Multnomah County Sheriff's Office and City of Portland Police Bureau, Providing Inservice Training to all Sheriff's Office Law Enforcement Deputies and Sergeants, for the Period September 13, 1993 through May 27, 1994

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-3 Ratification of Intergovernmental Agreement Contract 900384 Between Multnomah County and the City of Portland, Wherein the Department of Community Corrections and Portland Police Bureau Will Work Cooperatively, Share Information and Office Space, in an Effort to More Effectively Work with Gang Involved Offenders

DEPARTMENT OF SOCIAL SERVICES

- R-4 Ratification of Amendment #1 to Intergovernmental Agreement Contract 100224 Between Multnomah County, Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and Portland Employment Project - PCC, Providing Funding Adjustments Due to Service Consolidation

and OSHA Bloodborne Pathogen Rule Compliance, for the Period July 1, 1993 through June 30, 1994

- R-5 RESOLUTION in the Matter of Approval of Adult Mental Health System Design Plan
- R-6 RESOLUTION in the Matter of Adopting a Policy Regarding Minority and Women Business Enterprise Outreach Under the HOME Investment Partnership Program
- R-7 Ratification of Intergovernmental Agreement Contract 103624 Between the City of Portland and Multnomah County, Providing \$366,135 in HOME Investment Partnership Program Grant Funds to the Housing and Community Services Division, for Operating Grants for Special Needs Housing and the Construction of New Housing for Low and Moderate Income Persons, for the Period February 1, 1993 through April 27, 1997

PUBLIC COMMENT

- R-8 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

MEETING DATE: OCT 21 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT

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

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

REGULAR MEETING: Date Requested: October 14, 1993

Amount of Time Needed: CONSENT AGENDA

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

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

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Hector Ariceaga to Housing Authority of Portland Board of Directors to fill unexpired term of resigning Board Member, Frank E. Rivera

Term expires 12/10/96

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

MULTI-COUNTY  
OREGON  
1993 OCT 14 AM 9:59  
CLERK OF  
COUNTY BOARD




# Beverly Stein, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
P.O. Box 14700  
Portland, Oregon 97204  
(503) 248-3308

## MEMORANDUM

TO: Board of County Commissioners

FROM: Maria Rojo de Steffey   
Chair's Office

DATE: October 8, 1993

RE: Appointment to Housing Authority Board

Chair Stein would like to appoint Hector Ariceaga to the Housing Authority of Portland Board of Directors to fill the unexpired term of resigning Board Member, Frank E. Rivera.

His personal information is attached to this memo. If I do not hear from you by Thursday, October 14, I will assume he is okay with you and will place his name on the agenda. Thank you for your consideration.



HECTOR ARICEAGA  
Sales Associate  
Lutz Snyder Realtors  
8040 SW Hall Blvd.  
Hector Ariceaga: Beaverton, Oregon 97005

(503) 644-9106 (office)

--Born in Mexico in 1965

--Attended college at the Morelia Technological Institute and graduated with a bachelors in Industrial Engineering.

--Came to the U.S in 1985

--Hector has been involved in many facets of employment ranging from the restaurant industry and industrial production to his present position as a sales associate for the Lutz Snyder co. for the last couple of years, where he has excelled & been recipient of several awards including "rookie of the year" in his first year in real estate and repeatedly placing among the top five agents in his branch.

--One of Hector's favorite activities is spending time with his 3 1/2 year old son "Chip".

--Hector Ariceaga also takes pride on his community involvement as a volunteer tutor for a family literacy program where he teaches english to hispanic families as well as basic math and other general skills.

--Having struggled through the first couple of years in the U.S., Hector recognizes first hand the need for affordable and accessible housing and services for lower income families as well as elderly and disable persons.

--Hector believes that affordable housing is fundamental in helping low income citizens become happier and more independent.

MEETING DATE: OCT 21 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Amendment #1 with City of Portland-Parks & Recreation

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

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

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

**Amount of Time Needed:** 5 Minutes

**DEPARTMENT:** SOCIAL SERVICES      **DIVISION:** MENTAL HEALTH, YOUTH, AND FAMILY Services

**CONTACT:** Kathy Tinkle      **TELEPHONE #:** 248-3691 x6858  
**BLDG/ROOM #:** 160/6

**PERSON(S) MAKING PRESENTATION:** GARY NAKAO/GARY SMITH

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

Ratification of Amendment #1 between the Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and the City of Portland-Parks and Recreation bureau effective July 1, 1993 through June 30, 1994. This action increases the agreement \$350.40 due to service consolidation and the addition of State OSHA Bloodborne Pathogen funds.

*10/27/93 originals to Kathy Tinkle*

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** *Gary Nakao/DB*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

CLERK OF BOARD OF  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 12 AM 10:13



**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3596

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director  
Mental Health, Youth, and Family Services Division

DATE: October 12, 1993

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 with City of Portland-Parks & Recreation

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 13 AM 8:42  
MULTNOMAH COUNTY  
OREGON

I. Action Requested:

Approval of Intergovernmental Agreement attached.

II. Background/Analysis:

The attached amendment to an intergovernmental agreement adds \$350.40 in State funds to Employment and Alternative Services. This provides funds to comply with the OSHA Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

III. Financial Impact:

The funds for this service is available via the State Mental Health Grant.

IV. Legal Issues:

Compliance with the Bloodborne Pathogen Rule is required by the Occupational Safety and Health Administration (OSHA).

V. Controversial Issues:

N/A

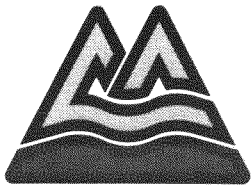
Page 2 of 2

VI. Link to Current County Policies:

VII. Citizen Participation:  
N/A

VIII. Other Government Participation:

This is a Federal law therefore all agencies with employees who fall into this guideline must make the vaccine available for interested employees.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## MEMORANDUM

TO: Beverly Stein,  
Multnomah County Chair

VIA: Gary Nakao, *Director*  
Department of Social Services

FROM: Gary Smith, *Director*  
Mental Health, Youth and Family Services Division

DATE: September 16, 1993

SUBJECT: Approval of Three Amendments with DD Providers

**RETROACTIVE STATUS:** The amendments attached are retroactive to July 1, 1993. The changes and effective dates are mandated by a State Mental Health Division Grant Amendment which was received by the MHYFSD after the changes had taken effect. Further delay is due to the volume of contracts affected.

**RECOMMENDATION:** The Mental Health, Youth and Family Services Division (MHYFSD) recommends Chair and Board approval of three amendments between the Developmental Disabilities (DD) Program and City of Portland-Parks and Recreation #1, Oregon Commission for the Blind #3 and Portland Employment Project-PCC #1 effective July 1, 1993 through June 30, 1994.

**ANALYSIS/BACKGROUND:** City of Portland-Parks and Recreation funding increases \$350.40 bringing the net contract total to \$42,501.60 for FY 93/94. Oregon Commission for the Blind funds increase \$2,113.20 bringing the net contract total to \$425,921.52 for FY 93/94. Portland Employment Project-Portland Community College (PCC) funds decrease \$1,554.36 bringing the net contract total to \$192,322.08 for FY 93/94.

The amendments attached implement a consolidation of vocational service elements and a change in State rates and vacancy payments. Additionally, the amendments attached provide State funds to MHYFSD contract agencies to comply with the recent Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

The amendments attached do not add new services, are funded by the State Mental Health Agreement and are exempt from the RFP process as they are Intergovernmental Agreements.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100204Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department SOCIAL SERVICES Division MHYFSD Date SEPTEMBER 9, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6Description of Contract Amendment #1 moves DD40 services to thenew DD54 service element and passes on new Bloodborne Pathogen funds per state mandate effective July 1, 1993 through June 30, 1994.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name CITY OF PORTLAND-PARKS & RECREATIONMailing Address 426 NE 12thPORTLAND OR 97232Phone 823-4328 or 796-6972Employer ID# or SS# 93-60002236Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 42,151.20

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

Amount of Amendment \$ 350.40Total Amount of Agreement \$ 42,501.60**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

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

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

Payment Schedule

Terms

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 10-5-93Date October 21, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1239			6060				350.40		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 1

Duration of Agreement: July 1, 1993 to June 30, 1994

Contractor: CITY OF PORTLAND PARKS & RECREATION  
Address: 426 N.E. 12TH  
PORTLAND OR 97232

Contract#: 100204  
Phone: 823-4328  
IRS No.: 93-6002236

This AMENDMENT to the Contract for Services is made between:  
The Mental Health Youth and Family Services Division, referred to as the COUNTY, and  
CITY OF PORTLAND PARKS & RECREATION, referred to as the CONTRACTOR.  
It is understood by the parties that all conditions and agreements in the original  
Contract not superseded by this AMENDMENT are still in force and apply to this  
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC Work Activity Center		\$42,151.20	(\$42,151.20)	\$0.00	SERVICE CAPACITY
DD54-EMP Employment and Alternative Svcs.		\$0.00	\$42,501.60	\$42,501.60	RATE PER MONTHLY ENROLLED CLIENT
TOTALS:		\$42,151.20	\$350.40	\$42,501.60	

CONTRACTOR:  
CITY OF PORTLAND PARKS & RECREATION

---

Part II - Notes and Special Conditions

Notes:

DD40 WAC and/or DD42 SSP and/or DD43 SEP - Your contract has funds associated with one or more of these vocational Service Elements. Any and all funds identified on Page 1 associated with any of these three Service Elements are transferred to a new Service Element titled DD54 EMP Employment and Alternative Services, effective 7/1/93. This implements a consolidation of vocational service elements approved by the State Legislature.

DD54 EMP funding -

Effective 7/1/93, transfer all slots and rates from the former DD40 WAC and/or DD42 SSP and/or DD43 SEP Service Elements to create this new Service Element. Four changes approved by the State Legislature apply to these rates at the time of the transfer, all effective 7/1/93:

- 1.) Funds to support staff immunization for blood-borne pathogens are added to this new Service Element, continuing the program initiated by the State Mental Health and Developmental Disabilities Division late last fiscal year.
- 2.) Payments for vacancies for former DD40 WAC services are eliminated. Rates for persons formerly served under this Service Element are increased 2.0% to compensate.
- 3.) Subsequent to (1) and (2) above, all the transferred rates are reduced 1.5%.
- 4.) The Payment Basis for all Employment and Related Services is changed, as described in the Special Conditions below.

New Special-Conditions for DD54 EMP are identified below, and replace the previous standards for vocational service elements.

Special Conditions:

Special Conditions sections 2, 3, and 4 are eliminated coincident with the transfer of funds for DD40 WAC, and/or DD42 SSP, and/or DD43 SEP described above. All existing Special Conditions remain in effect, and the following are added or changed:

DD54 EMP - Section 30. Also, CONTRACTOR agrees to comply with OSHA Blood-Borne Pathogen Rules, and determine which of their staff are to be offered immunization.


MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 1

CONTRACTOR:

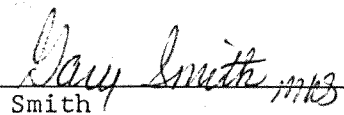
COUNTY:

CITY OF PORTLAND PARKS & RECREATION

\_\_\_\_\_  
Agency Executive Director      Date

By  9-7-93  
Dennis Adams  
Program Manager      Date

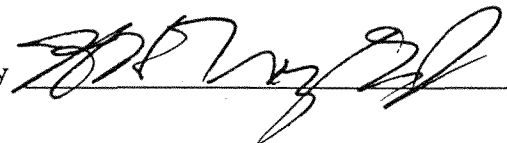
\_\_\_\_\_  
Agency Board Chairperson      Date

By  9/20/93  
Gary Smith  
Division Director      Date

By  10/21/93  
Beverly Stein  
Multnomah County Chair      Date

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By  10-5-93  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES**

**30.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**30.1.1 SERVICE DESCRIPTION**

Employment and Alternative Services are out-of-home facility or community-based programs for adults with developmental disabilities which provide long-term employment or alternative to employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve the productivity, independence and integration of the individuals served.

This service is regulated by: OAR 309-47-000 through 140.

**30.1.2 SPECIAL REPORTING REQUIREMENTS**

Vocational Outcomes Measurement per instructions in the Financial Procedures Manual.

CONTRACTOR will provide COUNTY with information on service recipient activities in habilitation service needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Reporting procedures are defined in the CPMS Manual.

Provider Administrative Rule Self-Assessment: Each certified Employment and Alternative Services program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every three years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION's Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

**30.1.3 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each eligible individual enrolled in the service, and the dollar amount specified in contract. Cumulative payments may not exceed the total annual contract amount.

CONTRACTOR is jointly responsible with COUNTY Vocational Program Development Specialist to insure timely referral and minimize loss of revenue as a result of vacancies.

In exceptional circumstances, when DIVISION has approved a plan to hold a slot vacant for an individual who will be served in the future and lack of payment will cause a financial hardship for the service provider, DIVISION may make payment for the vacant months. Payment and settlement under these circumstances will follow standard procedures used for start-up.

Funds will be disbursed through monthly allotments which will be adjusted periodically by COUNTY to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).



MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)**

**30.2 MULTNOMAH COUNTY REQUIREMENTS**

**30.2.1 PERFORMANCE REQUIREMENTS**

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

CONTRACTOR agrees to adhere to minimum staffing ratio of one supervisor for every eight individuals served at one site. Staff included in ratio must directly supervise individuals during program hours.

No supported employment site shall exceed eight individuals without written consent from COUNTY Vocational Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

Individuals funded for 1:1 supervision must receive 1:1 supervision during program hours.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

**30.2.2 CLOSURE**

For employment and alternative services which do not involve a host employer, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Vocational Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)**

**30.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)**

**30.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with funding based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**30.2.4 REPORTING REQUIREMENTS**

On a monthly basis, CONTRACTOR will complete a Worker Status Summary Report for all individuals in supported employment or alternative to employment services. This report will be submitted to COUNTY Vocational Program Development Specialist by the 15th of each month.

**30.2.5 UNEMPLOYMENT**

CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

- 1. Options to be provided during periods of unemployment;
- 2. Clear delineation of ISP team member roles;
- 3. Amount of contact by CONTRACTOR during periods of employment.  
Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless other agreed upon by the ISP team.
- 4. Timelines for implementation of the unemployment plan.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTORS that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment, unless otherwise agreed upon by the ISP team.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor.

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)

30.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

30.2.5 UNEMPLOYMENT (Continued)

COUNTY will phase in the new funding only when 75% or more of the present individuals are employed under the contract standards for supported employment.

30.2.6 ALTERNATIVE TO EMPLOYMENT SERVICES

Alternative to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

CONTRACTOR may expend DD 54 funds to provide alternative to employment services only if it is the individual's or ISP team's choice of alternatives.

MEETING DATE: OCT 21 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

*Consent*  
**SUBJECT:** Ratification of Amendment #3 with Oregon Commission for the Blind

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

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

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

Amount of Time Needed: 5 Minutes

**DEPARTMENT:** SOCIAL SERVICES

**DIVISION:** MENTAL HEALTH, YOUTH, AND FAMILY Services

**CONTACT:** Kathy Tinkle

**TELEPHONE #:** 248-3691 x6858

**BLDG/ROOM #:** 160/6

**PERSON(S) MAKING PRESENTATION:** GARY NAKAO/GARY SMITH

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

Ratification of Amendment #3 between the Mental Health, youth, and Family Services Division's Developmental Disabilities Program and the Oregon Commission for the Blind effective July 1, 1993 through June 30, 1994. This action increases the agreement \$2,113.20 due to service consolidation and the addition of State OSHA Bloodborne Pathogen funds.

*10/21/93 originals to Kathy Tinkle*

**SIGNATURES REQUIRED:**

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

**OR**

**DEPARTMENT MANAGER:** Gary Nakao/DB

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## M E M O R A N D U M

TO: Beverly Stein  
Multnomah County Chair

VIA: Gary Nakao, Director  
Department of Social Services *[Signature]* / O.B.

FROM: Gary Smith, Director *[Signature]*  
Mental Health, Youth and Family Services Division

DATE: September 16, 1993

SUBJECT: Approval of Three Amendments with DD Providers

**RETROACTIVE STATUS:** The amendments attached are retroactive to July 1, 1993. The changes and effective dates are mandated by a State Mental Health Division Grant Amendment which was received by the MHYFSD after the changes had taken effect. Further delay is due to the volume of contracts affected.

**RECOMMENDATION:** The Mental Health, Youth and Family Services Division (MHYFSD) recommends Chair and Board approval of three amendments between the Developmental Disabilities (DD) Program and City of Portland-Parks and Recreation #1, Oregon Commission for the Blind #3 and Portland Employment Project-PCC #1 effective July 1, 1993 through June 30, 1994.

**ANALYSIS/BACKGROUND:** City of Portland-Parks and Recreation funding increases \$350.40 bringing the net contract total to \$42,501.60 for FY 93/94.  
Oregon Commission for the Blind funds increase \$2,113.20 bringing the net contract total to \$425,921.52 for FY 93/94.  
Portland Employment Project-Portland Community College (PCC) funds decrease \$1,554.36 bringing the net contract total to \$192,322.08 for FY 93/94.

The amendments attached implement a consolidation of vocational service elements and a change in State rates and vacancy payments. Additionally, the amendments attached provide State funds to MHYFSD contract agencies to comply with the recent Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

The amendments attached do not add new services, are funded by the State Mental Health Agreement and are exempt from the RFP process as they are Intergovernmental Agreements.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100214Amendment # 3

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-3</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Department SOCIAL SERVICES Division MHYFSD Date Sept 8, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #3 consolidates DD40 and DD43 services into DD54, adjusts State rates and adds State funds to comply with the OSHA Bloodborne Pathogen rule creating a net increase of \$2,113.30 effective July 1, 1993 through June 30, 1994.

RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON COMMISSION FOR THE BLIND  
 Mailing Address 535 SE 12th  
PORTLAND OR 97214  
 Phone 731-3218  
 Employer ID# or SS# 93-6001718  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ 393,020.88  
 Total Amount of Previous Amendments \$ 423,808.32  
 Amount of Amendment \$ 2,113.20  
 Total Amount of Agreement \$ 425,921.52

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

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☒ Monthly \$ Allotment ☐ Net 30  
☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 21 Sept 93

Date \_\_\_\_\_

Date 10-5-93Date October 21, 1993

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager Jay Nelson/DBPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1236			6060				2,113.20		
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 3

Duration of Agreement: July 1, 1993 to June 30, 1994

Contractor: OREGON COMMISSION FOR THE BLIND  
Address: 535 S.E. 12TH AVENUE  
PORTLAND OR 97214

Contract#: 100214  
Phone: 238-8375  
IRS No.: 93-6001718

This AMENDMENT to the Contract for Services is made between:  
The Mental Health Youth and Family Services Division, referred to as the COUNTY, and  
OREGON COMMISSION FOR THE BLIND, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original  
Contract not superseded by this AMENDMENT are still in force and apply to this  
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC Work Activity Center		\$360,872.28	(\$360,872.28)	\$0.00	SERVICE CAPACITY
DD43-SEP Supported Employment Program		\$44,662.80	(\$44,662.80)	\$0.00	RATE PER MONTHLY ENROLLED CLIENTS
DD53-ET Employment Transportation		\$18,273.24	\$0.00	\$18,273.24	SERVICE CAPACITY
DD54-EMP Employment and Alternative Svcs.		\$0.00	\$407,648.28	\$407,648.28	RATE PER MONTHLY ENROLLED CLIENT
TOTALS:		\$423,808.32	\$2,113.20	\$425,921.52	

CONTRACTOR:  
OREGON COMMISSION FOR THE BLIND

---

Part II - Notes and Special Conditions

Notes:

DD40 WAC and/or DD42 SSP and/or DD43 SEP - Your contract has funds associated with one or more of these vocational Service Elements. Any and all funds identified on Page 1 associated with any of these three Service Elements are transferred to a new Service Element titled DD54 EMP Employment and Alternative Services, effective 7/1/93. This implements a consolidation of vocational service elements approved by the State Legislature.

DD54 EMP funding -

Effective 7/1/93, transfer all slots and rates from the former DD40 WAC and/or DD42 SSP and/or DD43 SEP Service Elements to create this new Service Element. Four changes approved by the State Legislature apply to these rates at the time of the transfer, all effective 7/1/93:

- 1.) Funds to support staff immunization for blood-borne pathogens are added to this new Service Element, continuing the program initiated by the State Mental Health and Developmental Disabilities Division late last fiscal year.
- 2.) Payments for vacancies for former DD40 WAC services are eliminated. Rates for persons formerly served under this Service Element are increased 2.0% to compensate.
- 3.) Subsequent to (1) and (2) above, all the transferred rates are reduced 1.5%.
- 4.) The Payment Basis for all Employment and Related Services is changed, as described in the Special Conditions below.

New Special Conditions for DD54 EMP are identified below, and replace the previous standards for vocational service elements.

Special Conditions:

Special Conditions sections 2, 3, and 4 are eliminated coincident with the transfer of funds for DD40 WAC, and/or DD42 SSP, and/or DD43 SEP described above. All existing Special Conditions remain in effect, and the following are added or changed:

DD54 EMP - Section 30. Also, CONTRACTOR agrees to comply with OSHA Blood-Borne Pathogen Rules, and determine which of their staff are to be offered immunization.



MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 3

CONTRACTOR:

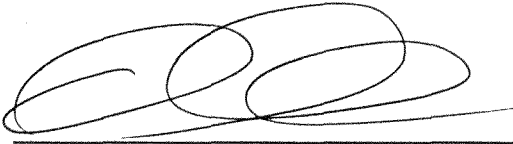
COUNTY:

OREGON COMMISSION FOR THE BLIND

\_\_\_\_\_  
Agency Executive Director

\_\_\_\_\_  
Date

By


  
Dennis Adams  
Program Manager

9-7-93  
Date

\_\_\_\_\_  
Agency Board Chairperson

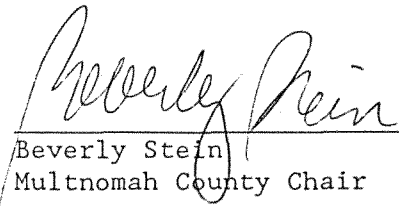
\_\_\_\_\_  
Date

By

  
Gary Smith  
Division Director

9/20/93  
Date

By

  
Beverly Stein  
Multnomah County Chair

10/21/93  
Date

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By



10-5-93  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES**

**30.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**30.1.1 SERVICE DESCRIPTION**

Employment and Alternative Services are out-of-home facility or community-based programs for adults with developmental disabilities which provide long-term employment or alternative to employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve the productivity, independence and integration of the individuals served.

This service is regulated by: OAR 309-47-000 through 140.

**30.1.2 SPECIAL REPORTING REQUIREMENTS**

Vocational Outcomes Measurement per instructions in the Financial Procedures Manual.

CONTRACTOR will provide COUNTY with information on service recipient activities in habilitation service needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Reporting procedures are defined in the CPMS Manual.

Provider Administrative Rule Self-Assessment: Each certified Employment and Alternative Services program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every three years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION's Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

**30.1.3 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each eligible individual enrolled in the service, and the dollar amount specified in contract. Cumulative payments may not exceed the total annual contract amount.

CONTRACTOR is jointly responsible with COUNTY Vocational Program Development Specialist to insure timely referral and minimize loss of revenue as a result of vacancies.

In exceptional circumstances, when DIVISION has approved a plan to hold a slot vacant for an individual who will be served in the future and lack of payment will cause a financial hardship for the service provider, DIVISION may make payment for the vacant months. Payment and settlement under these circumstances will follow standard procedures used for start-up.

Funds will be disbursed through monthly allotments which will be adjusted periodically by COUNTY to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)**

**30.2 MULTNOMAH COUNTY REQUIREMENTS**

**30.2.1 PERFORMANCE REQUIREMENTS**

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

CONTRACTOR agrees to adhere to minimum staffing ratio of one supervisor for every eight individuals served at one site. Staff included in ratio must directly supervise individuals during program hours.

No supported employment site shall exceed eight individuals without written consent from COUNTY Vocational Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

Individuals funded for 1:1 supervision must receive 1:1 supervision during program hours.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

**30.2.2 CLOSURE**

For employment and alternative services which do not involve a host employer, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Vocational Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)**

**30.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)**

**30.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with funding based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**30.2.4 REPORTING REQUIREMENTS**

On a monthly basis, CONTRACTOR will complete a Worker Status Summary Report for all individuals in supported employment or alternative to employment services. This report will be submitted to COUNTY Vocational Program Development Specialist by the 15th of each month.

**30.2.5 UNEMPLOYMENT**

CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

- 1. Options to be provided during periods of unemployment;
- 2. Clear delineation of ISP team member roles;
- 3. Amount of contact by CONTRACTOR during periods of employment.  
Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless other agreed upon by the ISP team.
- 4. Timelines for implementation of the unemployment plan.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTORS that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment, unless otherwise agreed upon by the ISP team.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor.

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)

30.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

30.2.5 UNEMPLOYMENT (Continued)

COUNTY will phase in the new funding only when 75% or more of the present individuals are employed under the contract standards for supported employment.

30.2.6 ALTERNATIVE TO EMPLOYMENT SERVICES

Alternative to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

CONTRACTOR may expend DD 54 funds to provide alternative to employment services only if it is the individual's or ISP team's choice of alternatives.

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA with City of Maywood Park and the Sheriff's Office

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

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

REGULAR MEETING: Date Requested: September 23, 1993Amount of Time Needed: 5 minutesDEPARTMENT: Sheriff's OfficeDIVISION: EnforcementCONTACT: Larry AabTELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

An Intergovernmental Agreement with City of Maywood Park and Multnomah County Sheriff's Office. The agreement is for the provision of additional patrol services for the City of Maywood Park for the period beginning July 1, 1993 and ending June 30, 1994. (Renewal)

10/27/93 originals to Larry Aab  
**CONSENT**BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 12 AM 10:12  
MULTNOMAH COUNTY  
OREGONELECTED OFFICIAL: Bob Skipper Jr.OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800404

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-4</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Department Sheriff's Office Division Enforcement Date September 10, 1993Contract Originator Randy Amundson Phone 251-2401 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract Provide additional patrol services for the City of Maywood Park.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Maywood ParkMailing Address 4510 NE 102nd, Annex 1Portland, OR 97220Phone 255-9805

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

Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 14,127.36

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

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

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

**REQUIRED SIGNATURES:**Department Manager R. E. Amundson

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel \_\_\_\_\_

County Chair / Sheriff \_\_\_\_\_

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

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

Payment Schedule

Terms

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 10-6-93Date October 21, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	100	025	3311			4142						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

ORIGINAL

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICE  
AND ADDITIONAL PATROLS BETWEEN THE CITY OF  
MAYWOOD PARK AND MULTNOMAH COUNTY SHERIFF'S OFFICE

*THIS* agreement made and entered into this 1ST day of July, 1993, between Multnomah County, Oregon, a political subdivision of the State of Oregon, hereinafter called "County", and the City of Maywood Park, a municipal corporation of the State of Oregon, hereinafter called "City".

*WHEREAS*, the City is desirous of contracting with the County for the performance of law enforcement functions within its boundaries to be performed by the County through the Multnomah County Sheriff's Office; and

*WHEREAS*, the County through the Multnomah County Sheriff agrees to render such service in the terms and conditions hereinafter set forth; and

*WHEREAS*, such contracts are authorized and provided for by the provisions of ORS 190.010 and 206.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

I. LEVEL OF SERVICE

- A. The Sheriff agrees to provide police service within the corporate limits of the City. The police services shall encompass the duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of Oregon and the City of Maywood Park. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and/or related activities, within the legal power of the Sheriff to provide. The levels of service shall not be less than that level which is being provided by the Sheriff to the unincorporated area of the County.

Both parties, Sheriff's Office and the City of Maywood Park, shall meet to discuss the authority to enforce and the ordinances to be enforced. Further agree that ORS 206.345 (2) "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

- B. The rendition of such service, standards of performance, discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain with the Sheriff.



- C. For the purposes of performing such functions, the Sheriff shall furnish all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided.
- D. The Sheriff shall make available for the performance of the duties hereunder, properly supervised officers certified by the Oregon State Board on Police Standards and Training.

The Sheriff shall assign uniform deputies to the City of Maywood Park consistent with the Sheriff's scheduling and districting for other areas of the County. The Sheriff agrees to assign when possible, the same officers to the Maywood Park patrol as the normal patrol schedule allows. The Sheriff agrees to work with representatives of the City of Maywood Park to assure that the City receives consistent service.

- E. The Sheriff shall provide uniform patrol deputies for patrols of the streets within the City limits of the City of Maywood Park, at a minimum of four patrols per day. This service is in addition to those services described and provided by Section 1 A above. Such additional patrols shall be conducted during the hours mutually agreed upon by the City of Maywood Park and the Sheriff, seven days per week. The seven day aggregate time would total at least eight patrol hours. Any alterations to these hours shall only occur upon mutual written agreement between the Mayor of the City of Maywood Park and the Sheriff of Multnomah County.

It is agreed by the City of Maywood Park and the Sheriff that a portion of the aggregate weekly total hours will be devoted to traffic enforcement activities including the use of radar and other traditional traffic enforcement methods. The traffic enforcement activities will be focused on the main state, county and city streets within the city limits of the City of Maywood Park. It is agreed that upon mutual consultation, traffic enforcement may be directed upon special traffic problems as determined by the City of Maywood Park.

- F. The Sheriff agrees to provide follow-up investigation of reported criminal activities at a level not less than the follow-up investigation level provided to the unincorporated areas of Multnomah County.
- G. Any member of the Sheriff's Office assigned to law enforcement patrol or the additional specific neighborhood patrols within Maywood Park shall perform their duties in compliance with the operating procedures of the Multnomah County Sheriff's Office.

## II. CONTRACT ADMINISTRATION

- A. The Sheriff or his designated representative will represent the County in all matters pertaining to this agreement.

- B. The City will designate a person as "Liaison to Law Enforcement" from the Mayor's Office to represent the city.
- C. Any notice or notices provided for by this agreement or by law to be given or served upon the County Sheriff shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan, Portland, Oregon 97230.

Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by letter deposited in United States mail, postage prepaid and addressed to the City of Maywood Park, 4510 NE 102nd, Annex 1, Portland, Oregon, 97220.

### III. CONTRACT COST

- A. This agreement shall be effective from the 1st day of July, 1993, and shall run through the 30th day of June, 1994. The City shall pay to the County for only the additional neighborhood patrols as provided at Section I E above at a rate of \$33.96 per hour for eight hours per week, 52 weeks of the fiscal year. The yearly total for 416 hours of patrol shall be \$14,127.36 per fiscal year, 7/1/93 to 6/30/94.

Payment of such services is to be made on a monthly basis, the first payment to be paid upon execution of this contract and each additional payment on the 10th day of each month thereafter.

- B. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

### IV. REPORTS AND RECORDS

- A. The County agrees that non-criminal records generated under this contract shall be made available to the City to audit and examine. The City agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.
- B. The Sheriff shall provide to City a monthly report that includes hours spent within the City, statistical reports on criminal occurrences, traffic activities, a synopsis of all activities to include special information that is of interest to the citizens of the City for the public safety, and current pertinent crime prevention information.

- C. The Sheriff shall provide to City copy of an enforcement report whose form, content and duration shall be mutually determined and delivered to the "Liaison to Law Enforcement" 10042 NE Prescott, Portland, OR 97220.

V. INDEMNIFICATION

- A. All personnel provided by the Sheriff in the performance of this contract shall be County officers and employees. The City shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any County officers and employees engaged in such performance.
- B. The County shall assume the defense of and indemnify and hold harmless the City from and against all actions or claims against any County officers or employees for damages or losses arising out of or resulting from the performance of this agreement by such County officers and employees.
- C. The City shall not be called upon to assume any liability for the direct payment of any wages, salaries, or other compensation to any County personnel performing services hereunder for the City or for any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for the compensation or indemnity to any County employee for any injury or sickness arising out of his employment.
- D. Nothing contained in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

VI. AMENDMENTS OF SERVICE

- A. This agreement may be modified or amended by mutual agreement of the parties. Such changes include any increase or decrease in the level of service which is mutually agreed upon between County and City, shall be effective when incorporated in written amendments to this agreement and approved by both the City and the County.
1. The City shall designate in writing a representative who would be authorized to request special emergency patrols or responses of the Multnomah County Sheriff's Office.
  2. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the City. The name of such a representative will be provided to the Mayor of Maywood Park.

VII. RENEWAL/TERMINATION

- A. It is mutually agreed that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
- B. It is mutually agreed that either party to this agreement may terminate said agreement by giving 90 days written notice.

VIII. TERMS OF AGREEMENT

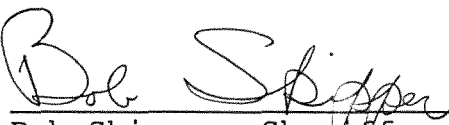
- A. This agreement shall be from the 1st day of July, 1993, and unless sooner terminated as provided herein shall terminate on the 30th day of June, 1994.

IN WITNESS WHEREOF, the City, adopted by its City Council, has ratified the execution of this contract by its Mayor and the County by order of its Board of County Commissioners has ratified the execution of this contract by the Sheriff of the County of Multnomah, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CITY OF MAYWOOD PARK

COUNTY OF MULTNOMAH, OREGON  
SHERIFF'S OFFICE

\_\_\_\_\_  
Mayor

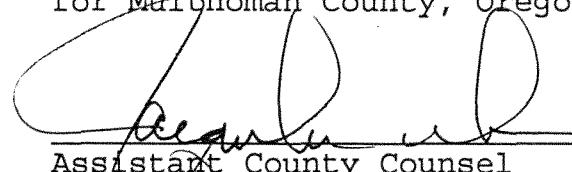
  
\_\_\_\_\_  
Bob Skipper, Sheriff

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

  
\_\_\_\_\_  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA with City of Wood Village and the Sheriff's Office

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

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

REGULAR MEETING: Date Requested: August 5, 1993Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: EnforcementCONTACT: Larry Aab TELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

Intergovernmental Agreement between City of Wood Village and Multnomah County Sheriff's Office. This agreement is for the provision of general law enforcement services and additional patrols within the corporate limits of Wood Village. Renewal.

*10/27/93 originals to Larry Aab***CONSENT**ELECTED OFFICIAL: Bob Skipper JrOR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 OCT 12 AM 10:12  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800334

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Department Sheriff's Office Division Enforcement Date July 16, 1993Contract Originator Randy Amundson Phone 251-2401 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract Enabling the Multnomah County Sheriff's Office to provide general law enforcement services and additional patrol within the corporate limits of Wood Village.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Wood VillageMailing Address 2055 NE 238th DrWood Village, OR 97060Phone 667-6211

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

Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 13,725.00

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

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

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

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

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

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

**Payment Schedule****Terms**☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 10-6-93Date 7/23/93

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			4143					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

CONTRACT #: \_\_\_\_\_

ORIGINAL

INTERGOVERNMENTAL AGREEMENT FOR  
GENERAL LAW ENFORCEMENT SERVICE  
AND ADDITIONAL PATROLS BETWEEN THE CITY OF  
WOOD VILLAGE AND MULTNOMAH COUNTY SHERIFF'S OFFICE

**THIS** Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County, and the City of Wood Village (CITY), a municipal corporation of the State of Oregon.

**WHEREAS**, the CITY is desirous of contracting with the MCSO for the performance of law enforcement functions within its boundaries; and

**WHEREAS**, the MCSO agrees to render such service in the terms and conditions hereinafter set forth; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

I. LEVEL OF SERVICE

- A. The MCSO agrees to provide police service within the corporate limits of the CITY. The police services shall encompass the duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the MCSO under the statutes of the State of Oregon and the CITY. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and/or related activities, within the legal power of the MCSO to provide. The levels of service shall not be less than that level which is being provided by the MCSO to the unincorporated area of Multnomah County.

CONTRACT #: \_\_\_\_\_

Both parties, MCSO and CITY, shall meet to discuss the authority to enforce and the ordinances to be enforced. Further agree that ORS 206.345 (2) "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

- B. The rendition of such service, standards of performance, discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain with the MCSO.
- C. For the purposes of performing such functions, the MCSO shall furnish all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided.
- D. The MCSO shall make available for the performance of the duties hereunder, properly supervised officers certified by the Oregon State Board on Police Standards and Training.

The MCSO shall assign uniform deputies to the CITY consistent with the MCSO's scheduling and districting for other areas of Multnomah County. The MCSO agrees to assign when possible, the same officers to the CITY patrol as the normal patrol schedule allows. The MCSO agrees to work with representatives of the CITY to assure that the CITY receives consistent service.

- E. The MCSO shall provide uniform patrol deputies for patrols of the streets within the CITY limits, at a minimum of four patrols per day. This service is in addition to those services described and provided by Section I (A) above. Such additional patrols shall be conducted during the hours mutually agreed upon by the CITY and the MCSO, seven days per week. The seven day aggregate time would total at least eight patrol hours. Any alterations to these hours only occur upon mutual written agreement between the Mayor of the City of Wood Village and the Sheriff of Multnomah County.



CONTRACT #: \_\_\_\_\_

It is agreed by the CITY and the MCSO that a portion of the aggregate weekly total hours will be devoted to traffic enforcement activities including the use of radar and other traditional traffic enforcement methods. The traffic enforcement activities will be focused on the main state, county and city streets within the CITY limits. It is agreed that upon mutual consultation, traffic enforcement may be directed upon special traffic problems as determined by the CITY.

- F. The MCSO agrees to provide follow-up investigation of reported criminal activities at a level not less than the follow-up investigation level provided to the unincorporated areas of Multnomah County.
- G. Any member of the MCSO assigned to law enforcement patrol or the additional specific neighborhood patrols within the CITY shall perform their duties in compliance with the operating procedures of the MCSO.

## II. CONTRACT ADMINISTRATION

- A. The Sheriff or his designated representative will represent the MCSO in all matters pertaining to this Agreement.
- B. The Mayor of Wood Village or his/her designated representative will represent the CITY in all matters pertaining to this Agreement on behalf of the CITY.
- C. Any notice or notices provided for by this Agreement or by law to be given or served upon the MCSO shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed:

Bob Skipper, Sheriff  
MULTNOMAH COUNTY SHERIFF'S OFFICE  
12240 NE GLISAN ST  
PORTLAND OR 97230

Any notice or notices provided for by this Agreement or by law to be given or served upon CITY may be given or served by letter deposited in United States mail, postage prepaid and addressed:

CONTRACT #: \_\_\_\_\_

CITY OF WOOD VILLAGE  
2055 NE 238TH DR  
WOOD VILLAGE OR 97060

- D. The CITY shall designate in writing a representative who would be authorized to request special emergency patrols or responses of the MCSO.
- E. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the CITY. The name of such a representative will be provided to the Mayor of Wood Village.

### III. REPORTS AND RECORDS

- A. The MCSO agrees that non-criminal records generated under this contract shall be made available to the CITY to audit and examine. The CITY agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.
- B. The MCSO shall provide to CITY a monthly report that includes hours spent within the CITY, statistical reports on criminal occurrences, traffic activities, a synopsis of all activities to include special information that is of interest to the citizens of the CITY for the public safety, and current pertinent crime prevention information.

### IV. INDEMNIFICATION

- A. All personnel provided by the MCSO in the performance of this contract shall be MCSO officers and employees. The CITY shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any MCSO officers and employees engaged in such performance.
- B. The County shall assume the defense of and indemnify and hold harmless the City from and against all actions or claims against any County officers or employees for damages or losses arising out of or resulting from the performance of this agreement by such County officers and

CONTRACT #: \_\_\_\_\_

employees.

- C. The City shall not be called upon to assume any liability for the direct payment of any wages, salaries, or other compensation to any County personnel performing services hereunder for the City or for any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for the compensation or indemnity to any County employee for any injury or sickness arising out of his employment.
- D. Nothing contained in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

V. AMENDMENTS OF SERVICE

This Agreement may be modified or amended by mutual written agreement from all the parties of this agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and signed by all parties of this Agreement.

VI. CONTRACT COST

- A. The CITY shall pay to the MCSO for only the additional neighborhood patrols as provided at Section I (E) above at a rate of \$32.99 per hour for eight hours per week, 52 weeks of the fiscal year. The yearly total for 416 hours of patrol shall be \$13,725.00 for the term of this Agreement.

Payment of such services is to be made on a monthly basis, the first payment to be paid upon execution of this contract and each additional payment on the 10th day of each month thereafter and mailed to:

Millie Mosmeier  
MULTNOMAH COUNTY SHERIFF'S OFFICE  
12240 NE GLISAN ST  
PORTLAND OR 97230

CONTRACT #: \_\_\_\_\_

- B. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and MCSO.

VII. TERMS OF AGREEMENT

This Agreement shall be from July 1, 1993 through and including June 30, 1994 unless terminated as provided in Section VIII.

VIII. RENEWAL/TERMINATION


It is mutually agreed that either party to this Agreement may terminate said agreement by giving 90 days written notice to the other party.

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

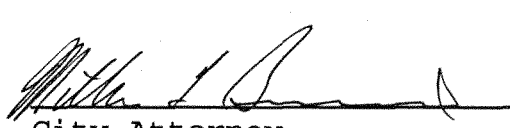
CITY OF WOOD VILLAGE

  
Gerald D. Ulmer, Mayor

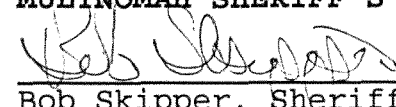
Date: 7-14-93

  
Sheila M. Ritz  
City Administrator

APPROVED AS TO FORM:

  
City Attorney

MULTNOMAH SHERIFF'S OFFICE

  
Bob Skipper, Sheriff

Date: 7/23/93

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:   
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: OCT 21 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

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

PERSON(S) MAKING PRESENTATION: Rich Payne.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15157.

Deed D940930 and Board Orders attached.

10/26/93 originals to Beverly Scott

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Betsy Wellman

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 13 AM 8:57  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940930 Upon Complete Performance of ) ORDER  
a Contract to ) 93-347  
JAMES A. NELSON )

It appearing that heretofore on January 4, 1983, Multnomah County entered into a contract with JAMES A. NELSON for the sale of the real property hereinafter described; and

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

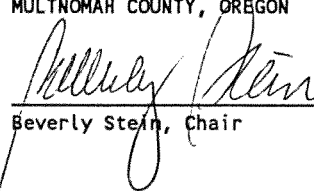
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

ALBINA HOMESTEAD  
LOTS 7 & 8, BLOCK 5

Dated at Portland, Oregon this 21st day of October, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

John L. DuBay

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

ALBINA HOMESTEAD  
LOTS 7 & 8, BLOCK 5

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,444.00.

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

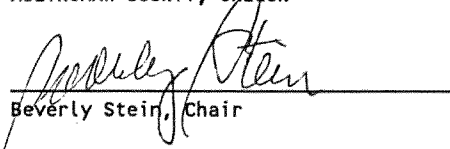
Until a change is requested, all tax statements shall be sent to the following address:

2565 NE 28TH AVE  
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of October, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By 

John L. DuBay

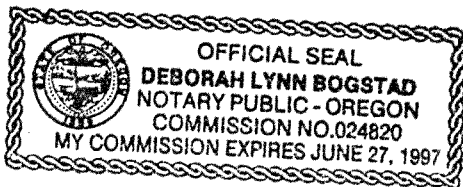
By 

Kathleen A. Tuneberg

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 21st day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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



MEETING DATE: OCT 21 1993

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

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

PERSON(S) MAKING PRESENTATION: Rich Payne.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15755B

Deed D940932 and Board Orders attached.

10/26/93 originals to Beverly Scott

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Betsy Willis.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 13 AM 8:57

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of	)	
Deed D940932 Upon Complete Performance of	)	ORDER
a Contract to	)	93-348
GARY L. MARTIN	)	
and & GINA M. MARTIN	)	

It appearing that heretofore, on May 13, 1993, Multnomah County entered into a contract with GARY L. MARTIN and & GINA M. MARTIN for the sale of the real property hereinafter described; and

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

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

NEWELL PARK LOT 9, BLOCK 14 , EXCEPT PART IN STREET

Subject to an easement for ingress, egress and utilities on, over and across a strip of land 20 feet wide, being Easterly of, adjacent to and parallel with the West line of Lot 9, Block 14, NEWELL PARK, Multnomah County, Oregon.



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED D940932

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GARY L. MARTIN and & GINA M. MARTIN, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

NEWELL PARK LOT 9, BLOCK 14 , EXCEPT PART IN STREET

Subject to an easement for ingress, egress and utilities on, over and across a strip of land 20 feet wide, being Easterly of, adjacent to and parallel with the West line of Lot 9, Block 14, NEWELL PARK, Multnomah County, Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$18,550.00.

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

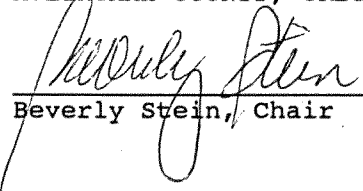
Until a change is requested, all tax statements shall be sent to the following address:

142 NE 130TH PL  
PORTLAND OR 97230

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of October, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

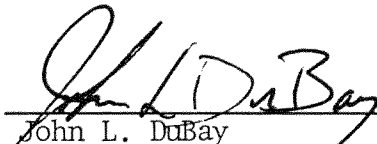


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

  
John L. DuBay

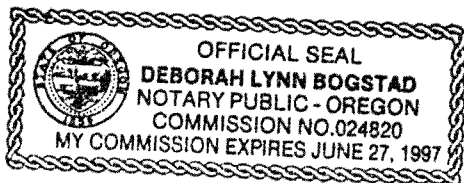
  
Kathleen A. Tuneberg

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

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 21st day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: OCT 21 1993

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

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

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

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

PERSON(S) MAKING PRESENTATION: Rich Payne.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15306.

Deed D940933 and Board Orders attached.

10/26/93 originals to Beverly Scott

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Betsy H. Williams.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 13 AM 8:57

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of	)	
Deed D940933 upon Complete Performance of	)	ORDER
a Contract to	)	
ADRIAN A. ANDEREGG	)	93-349

It appearing that heretofore on January 21, 1986, Multnomah County entered into a contract with ADRIAN A. ANDEREGG for the sale of the real property hereinafter described; and

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

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

FIRDALE  
TL #1 OF LOT 17 AS DESCRIBED ON ATTACHED EXHIBIT A

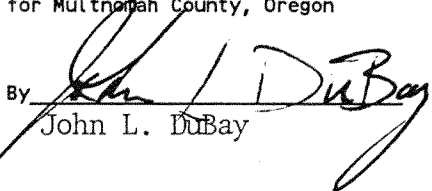
Dated at Portland, Oregon this 21st day of October, 1993.



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

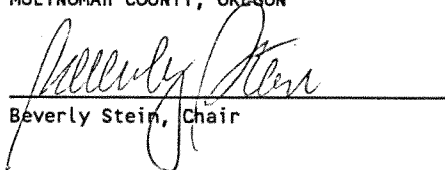
  
Beverly Stein, Chair

EXHIBIT A

(28200-0730)

A tract of land in Lot 17, of FIRDALE, a recroded subdivision in Multnomah County, State of Oregon described as follows:

- (1924) Lot 17, including one-half of vacated street West of and adjoining.
- (1928) Except parts deeded to County for Roads (See Bk 1123, Pg 231)
- (1938) Except part deeded to E.T. & I.A. Troxel (PDB 418, Pg 501)

DEED D940933

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

FIRDALE

TL #1 OF LOT 17 AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,678.21.

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

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

7991 SW CAPITOL HWY  
PORTLAND, OR 97219

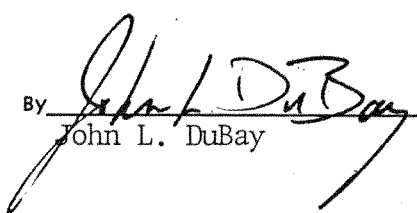
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of October, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



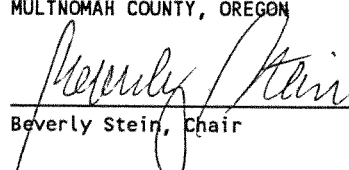
REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
John L. DuBay


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By

  
Kathleen A. Tuneberg

After recording return to Multnomah County Tax Title Collections 610 SW Alder St Portland, Or 97205  
166/300/Tax Title



EXHIBIT A

(28200-0730)

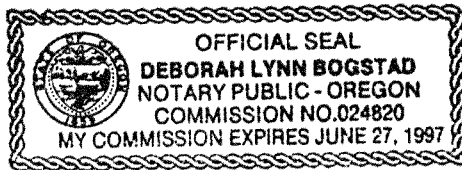
A tract of land in Lot 17, of FIRDALE, a recroded subdivision in Multnomah County, State of Oregon described as follows:

- (1924) Lot 17, including one-half of vacated street West of and adjoining.
- (1928) Except parts deeded to County for Roads (See Bk 1123, Pg 231)
- (1938) Except part deeded to E.T. & I.A. Troxel (PDB 418, Pg 501)

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 21st day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: OCT 21 1993 .

AGENDA NO: C-9 .

(Above Space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: 5 minutes .

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation .

CONTACT: Rich Payne TELEPHONE #: 248-3590 3632 .  
BLDG/ROOM #: 166/200/Tax Title .

PERSON(S) MAKING PRESENTATION: Rich Payne .

**ACTION REQUESTED:**

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

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

Request approval of deed to contract purchaser for completion of Contract #15399.

Deed D940934 and Board Orders attached.

10/26/93 originals to Beverly Scott

1993 OCT 14 PM 2:51  
CLERK OF  
COUNTY COMMISSIONER  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Betsy Willia .

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940934 Upon Complete Performance of ) ORDER  
a Contract to )  
WESLEY HAYZLETT ) 93-350  
and JETTABE HAYZLETT )

It appearing that heretofore, on June 3, 1987, Multnomah County entered into a contract with WESLEY HAYZLETT and JETTABE HAYZLETT for the sale of the real property hereinafter described; and

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

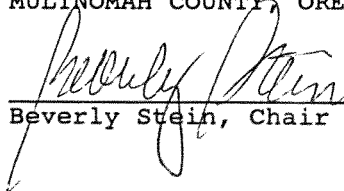
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

BONITA PARK W 45' OF LOT 11, BLOCK 1


Dated at Portland, Oregon this 21st day of October, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

DEED D940934

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WESLEY HAYZLETT and JETTABE HAYZLETT, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

BONITA PARK W 45' OF LOT 11, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,809.14.

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

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

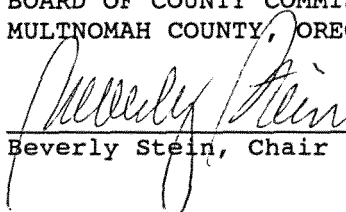
9121 SE HINKLEY ST  
PORTLAND OR 97266

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of October, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

  
John L. DuBay

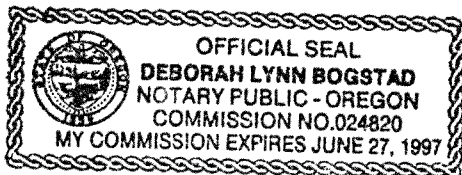
  
Kathleen A. Tuneberg

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

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 21st day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: OCT 21 1993  
AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of contract to Purchaser at Public Sale

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

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

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

Amount of Time Needed: Consent.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

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

PERSON(S) MAKING PRESENTATION: Rich Payne.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of contract to highest bidder at public auction sale held October 4, 1993 as per Board Order 93-269.

Contract #15760 and Board Orders attached.

10/26/93 originals to Beverly Scott

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: Betsy Willic

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 14 PM 2:51  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15760            )  
for the Sale of Certain Real Property    ) ORDER  
to    )  
JOE TAYLOR ENTERPRISES, INC.            ) 93-351

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from JOE TAYLOR ENTERPRISES, INC. a bid for the sum of \$85,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$8,480.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 7 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

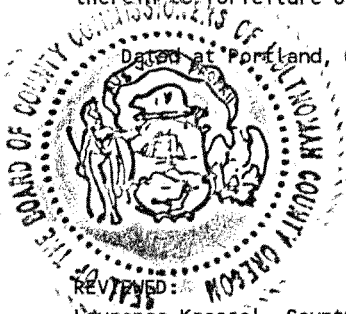
It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with JOE TAYLOR ENTERPRISES, INC. for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

ELBERTA  
LOT 16, BLOCK 8

for the sum of \$85,000.00, payable as follows: \$8,480.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$593.80 each, over a term of 240 months. Payments to include interest at the rate of 7 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 21st day of October, 1993



Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

By John L. DuBay



THIS AGREEMENT, made this 6 day of October, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JOE TAYLOR ENTERPRISES, INC. hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

ELBERTA  
LOT 16, BLOCK 8

A. Purchase Price.

Purchaser agrees to pay the sum of \$85,000.00, to be paid \$8,480.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$593.80 over a term of 240 months. Payment to include interest at the rate of 7 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on October 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

#### C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his property.

D. Tax Notice

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

4117 NE 131ST PLACE  
PORTLAND, OR 97230

E. Assignment

No assignment of this agreement or any interest therein or of any interest in any of the property herein described shall be valid unless it is approved by the County and filed with the County Clerk of Multnomah County. Terms of this agreement may be amended by the County upon assignment.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

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

IN WITNESS WHEREOF, Purchaser has set his hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

Joseph J. Taylor, Pres.  
JOE TAYLOR ENTERPRISES, INC.



By Janice Druian  
Janice Druian, Director  
Assessment & Taxation

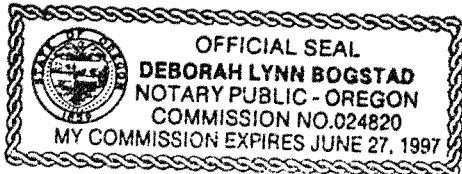
REVIEWED:

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

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 21st day of October, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: OCT 21 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: STAFF INTRODUCTIONS

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

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

REGULAR MEETING: Date Requested: October 21, 1993

930 TIME CERTAIN

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 3953

BLDG/ROOM #: 106/1410

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

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☐ APPROVAL    ☐ OTHER

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

Chair Stein will introduce her staff

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 12 AM 10:12

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA between City of Portland and the Sheriff's Office

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

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

REGULAR MEETING: Date Requested: October 21, 1993Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's OfficeDIVISION: EnforcementCONTACT: Larry AabTELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

## ACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

An Intergovernmental Agreement between the City of Portland, Police Bureau and the Sheriff's Office. Police Bureau will provide forty hours inservice training to all MCSO Law Enforcement Deputies and Sergeants for the period beginning September 13, 1993 and continue through May 27, 1994.

10/27/93 originals to Larry Aab

REGULAR

ELECTED OFFICIAL: Bob Skipper

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 14 PM 2:51

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222  
0516C/63 6/93

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: October 14, 1993

REQUESTED

PLACEMENT DATE: October 21, 1993

RE: *Intergovernmental Agreement between City of Portland and Multnomah County Sheriff's Office*

I. Recommendation/Action Requested:

Ratification of intergovernmental agreement between City of Portland and Multnomah County Sheriff's Office.

II. Background/Analysis:

This agreement is for Portland Police Bureau to provide forty hours of inservice training to all Sheriff's Office deputies and sergeants. This training follows the current Inservice Program used by the Police Bureau (copy is attached to the agreement). Training includes but not limited to health issues, hazardous materials, defensive tactics, range and cultural diversity. Recently Portland has purchased state of the art training equipment, including a computerized firearms training system that not only helps to teach firearms skills but also includes shoot/don't shoot discretionary decision based scenarios. Portland has also recently acquired two skid car platforms which are used to instruct emergency vehicle operations including pursuit driving.

III. Financial Impact:

The cost for Portland to provide this training is \$10,980, whereas to provide the same level of advanced training would cost the County over \$100,000 in capital expenditures, and that does not include training for the trainers nor other personnel cost.

IV. Legal Issues:

Advanced training reduces the risk of officers injured or killed and provides officers with skills needed to interact with the citizenry on a more professional level. Also, training proves to reduce liability.

V. Controversial Issues:  
N/A

VI. Link to Current County Policies:  
It is the policy of the Sheriff's Office to provide advanced, up to date training to provide a safe, professional work environment.

VII. Citizen Participation:  
N/A

VIII. Other Government Participation:  
Contract is with City of Portland, other agencies participating in this program include but are not limited to Troutdale Police and Portland School Police.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800464

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-2</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Enforcement Date October 14, 1993Contract Originator Brent Ritchie Phone 251-2442 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231
 Description of Contract Portland Police Bureau will provide the Sheriff's Office  
inservice training to all Sheriff's Office Law Enforcement Deputies and  
Sergeants.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Contractor Name Lt. Dana Tawney  
Portland Police Bureau  
 Mailing Address Training Division  
1111 SW 2nd Ave  
Portland, OR 97204  
 Phone \_\_\_\_\_  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 09/13/93  
 Termination Date 05/27/94  
 Original Contract Amount \$ 180.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_
Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Steve DillinghamPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel \_\_\_\_\_

County Chair / Sheriff \_\_\_\_\_

Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 10/14/93Date October 21, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3604			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

ORIGINAL

INTERGOVERNMENTAL AGREEMENT  
between  
CITY OF PORTLAND AND MULTNOMAH COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and the CITY OF PORTLAND, by its Bureau of Police (City).

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the City is a municipal corporation organized and existing under the laws and constitution of the State of Oregon, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the MCSO desires to contract with the City to provide certain inservice training functions; and

WHEREAS, the City is able and prepared to provide the services required by the MCSO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

I. SCOPE OF CITY SERVICES

A. The City shall provide the MCSO those services set out below:

1. Forty (40) hours of inservice training to all the MCSO Law Enforcement Deputies and Sergeants, to begin September 13, 1993 and continue through May 27, 1994, which involves twenty-eight (28) weeks of officer/deputy training and four (4) weeks of Sergeant training. Instruction will include all of the training topic areas listed in the attached Inservice Program, marked Exhibit A, and incorporated into this Agreement.
2. The training shall include use of the new Portland Air National Guard (PANG) range, the Firearms Training System (FATS) machine and the City's skidcars during training for emergency vehicle operations.
3. The City will train approximately sixty-one (61) enforcement deputies and approximately fourteen (14) Sergeants.
4. The City will provide the instruction and materials, including ammunition, facilities, and all equipment for the inservice training, except for the trainees' weapons and gunbelts.
5. The City's Police Training Division will provide a certification of instruction for each successful trainee and, on request, an outline of the course instruction.
6. Trainees shall pay for their lunches.
7. Prior to the training, the City will provide the MCSO a schedule of training openings available, to facilitate scheduling. MDT training cannot be scheduled until the new 911 center is in operation. MDT training will be inserted into and interrupt the officer/deputy training.

## II. COMPENSATION

The MCSO shall pay the City the sum of one hundred eighty and no/100 dollars (\$180.00) for each person trained pursuant to this Agreement, payable according to the terms provided below in Section III, Billing and Payment Procedure.

III. BILLING AND PAYMENT PROCEDURE

The MCSO shall pay within thirty (30) days of receiving itemized monthly billing from the City.

IV. TERMINATION AND MODIFICATIONS

- A. The City and the MCSO, by mutual written agreement, may terminate this Agreement at any time.
- B. The City, on thirty (30) days written notice to the MCSO, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- C. The MCSO, on thirty (30) days written notice to City, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- D. The City and the MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both the City and the MCSO.

V. INDEMNIFICATION AND LIABILITY

Subject to the limitations of the Oregon Constitution and statutes, the City and the County each shall be solely responsible for any loss or injury caused to third parties arising from City's or County's own acts or omissions under the agreement and City or County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from City's or County's own acts or omissions under this agreement.

VI. PERSONNEL

- A. The City and the MCSO agree that the trainees shall be and remain employees of the County.
- B. The City does not assume any liability for the direct payment of any wages, salaries or other compensation to the trainees or for any other liability not provided for in this Agreement.

C. The County shall maintain Workers' Compensation insurance coverage for the trainees, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.

VII. ASSIGNMENT

The County shall not assign this Agreement, in whole or in part, or any right or obligating hereunder, without the prior written approval of the City.

VIII. NOTICE

Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid and addressed to:

City: Lt. Dana Tawney  
Training Division  
Portland Police Bureau  
1111 SW Second Avenue  
Portland, OR 97204

County: Larry Aab, Fiscal Manager  
12240 NE Glisan Street  
Portland, OR 97230

IX. ARBITRATION

Any dispute under this agreement is not settled or resolved by the parties hereto within sixty (60) days notification in writing by one to the other, shall be submitted to an arbitration panel. The panel shall be composed of three (3) person, one of whom shall be appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the circuit Court of the State of Oregon for Multnomah County. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) day period. MCSO and the City shall agree on the rules governing the arbitration, however, if the parties cannot so agree, the arbitrators shall adopt rules consistent with this agreement and the laws of the State of Oregon, subject to

judicial review. The arbitrators shall render their decision within forty-five (45) days of their first meeting with MCSO and the City. Insofar as the parties hereto legally may do so, they shall be bound by the decision of the panel.

X. BREACH OF AGREEMENT

- A. The City or the MCSO shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection B of this section.
- B. Neither the City or the MCSO shall have breached this Agreement by reason of any failure to perform arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the City or the MCSO fail to perform because of a cause described in this subsection, the City and the MCSO shall make a mutually acceptable revision to this Agreement as stated in Section IV of this Agreement.

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

CITY OF PORTLAND

MULTNOMAH COUNTY  
SHERIFF'S OFFICE

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

By: \_\_\_\_\_  
Bob Skipper, Sheriff

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

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

APPROVED AS TO FORM:

REVIEWED:  
Laurence Kressel,  
Multnomah County Counsel

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

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

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

Date: 10/4/93

# SERGEANTS'

## 1993-94 IN-SERVICE TRAINING

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
0800-0900	Health Issues	Training for Traumatic Incident Exposure <i>Alexis Artwohl</i>	Defensive Tactics	Group A - Range  Group B - PVO	Group A - PVO  Group B - Range
0900-1000	Hazardous Material				
1000-1100	Neighborhood Mediation	Incident Management  (HINT/SERT)	Crowd Control		
1100-1200	Chief's Hour				
1200-1300	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1300-1400	Cultural Diversity  -Bias/Hate Crimes -Sensitivity Trng -Diversity	Communication Tactics	Crime Scene Preservation	Group A - PT  Group B - PVO	Group A - PVO  Group B - PT
1400-1500			Legal Update		
1500-1600		Incident Debriefing			
1600-1700					

# OFFICERS'

## 1993-94 IN-SERVICE TRAINING

CONTRACT #800464  
EXHIBIT A (page 2)

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
0800-0900	Health Issues	Training for Traumatic Incident Exposure	Group A - Range  Group B - PVO  Group C - PT/DT/CC	Group A - PT/DT/CC  Group B - Range  Group C - PVO	Group A - PVO  Group B - PT/DT/CC  Group C - Range
0900-1000	Hazardous Material				
1000-1100	Neighborhood Mediation	DUI Refresher			
1100-1200	Chief's Hour	HINT - SERT			
1200-1300	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1300-1400	Cultural Diversity  -Bias/Hate Crimes -Sensitivity Trng -Diversity	Communication Tactics	Group A - Range  Group B - PVO  Group C - PT/DT/CC	Group A - PT/DT/CC  Group B - Range  Group C - PVO	Group A - PVO  Group B - PT/DT/CC  Group C - Range
1400-1500		Legal Update			
1500-1600					
1600-1700					

IN-SERVICE\matrix.94\ERB\dsk\56



MEETING DATE: OCT 21 1993

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN PORTLAND POLICE BUREAU & DEPT COMMUNITY CORRECTIONS

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

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

BOARD BRIEFING: Date Requested: 10/14/93

Amount of Time Needed: 30 minutes

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: Tamara Holden TELEPHONE #: 248-3701  
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Tamara Holden, Judith Duncan

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The purpose of this agreement is to establish a joint agreement between the Multnomah County Department of Community Corrections and the City of Portland Police Bureau regarding work with gang involved adult offenders who are under supervision to the Department of Community Corrections and suspected of involvement in new criminal activity in the City of Portland. There is no fiscal impact. This agreement is for the purpose of working cooperatively and to share information and office space in an effort to more effectively work with gang involved offenders.

10/27/93 originals to Susan Koester  
11/3/94 1 set of original contract  
RETURNED FOR FILE PER SUSAN

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: M. Tamara Holden

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

I. Purpose

To describe the information needed by the Board of County Commissioners for items submitted for agenda placement. Multnomah County Administrative Procedures #BCC-1 and #BCC-2 describe how to place items on the board agenda and how to format ordinances, resolutions, orders and proclamations. The following is the procedure for preparing staff reports to accompany each agenda item.

II. Preparation of Staff Reports

Staff reports are to be consistent with the following example. If one of the items is not applicable, do not leave it out, simply list as N/A. This report is a supplement to the Agenda Placement Form, it is not a substitute.

-----

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Dept. Community Corrections

TODAY'S DATE: October 11, 1993

REQUESTED PLACEMENT DATE: October 14, 1993

RE: IGA between Mult Co. Dept of Community Corrections and Portland Police Bureau  
(Descriptive title using appropriate dates and wording  
such as Public Hearing, Resolution, Ordinance, etc.)

I. Recommendation/Action Requested:

(Concise listing or recommendation/action requested.)

Board of County Commissioners approval of the Intergovernmental agreement

II. Background/Analysis:

(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)  
Please see attached.

III. Financial Impact:

(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the timeline? If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)

No fiscal impact.

IV. Legal Issues:

(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)

Legal Counsel has reviewed this document.

V. Controversial Issues:

(Policy/Political) Formalize current practices that exist between these two jurisdictions. No controversy anticipated.

VI. Link to Current County Policies:

(Consistent/Changes Needed) see attached.

VII. Citizen Participation:

(What has been the degree of citizen involvement - Formal, i.e. task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)

See attached.

VIII. Other Government Participation:

(Does it affect another jurisdiction/county department? Do they know about it?)

In cooperation with the Sheriff's office and the District Attorney's office.

ATTACHMENT

- II. Background/Analysis: The Board has to approve all Intergovernmental agreements. This agreement is between Portland Police Bureau and Multnomah County Department of Community Corrections to outline cooperative endeavors relative to gang activity.
- VI. Link to Current County Policies: Consistent with effort to collaborate with other entities in order to reach benchmarks.
- VII. Citizen Participation: We do not anticipate citizen testimony. The Gang Enforcement Team and Designated Parole/Probation Officers who work with gang members have regular contact with citizens.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900384

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-3</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Community Corrections Division Northeast District Date 09/20/93Contract Originator Judith F. Duncan Phone 3358 Bldg/Room 221Administrative Contact Susan KaSer Phone 7057 Bldg/Room 161/600Description of Contract Agreement between Multnomah County Community Corrections and Portland Police Bureau to work cooperatively and share information and office space in an effort to more effectively work with gang involved offenders.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland Portland Police BureauMailing Address 1111 SW 2nd  
Portland, OR 97204

Phone \_\_\_\_\_

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

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ No Fiscal Impact

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

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

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

**REQUIRED SIGNATURES:**Department Manager M. Tamara HoltePurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 9-27-93

Date \_\_\_\_\_

Date October 12, 1993Date October 21, 1993

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATION PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY  
DEPARTMENT OF COMMUNITY CORRECTIONS  
AND  
CITY OF PORTLAND  
PORTLAND POLICE BUREAU  
REGARDING  
GANGS

AUTHORITY:

This agreement is entered into between Multnomah County Department of Community Corrections and the City of Portland Police Bureau pursuant to ORS 190.010.

PURPOSE:

The purpose of this agreement is to establish a joint agreement between the Multnomah County Department of Community Corrections and the City of Portland Police Bureau regarding work with gang involved adult offenders who are under supervision to the Department of Community Corrections and suspected of involvement in new criminal activity in the City of Portland.

PHILOSOPHY:

This agreement is viewed by both parties as the basis for a cooperative working relationship between Portland Police Bureau's Gang Enforcement Team (GET) and Multnomah County Department of Community Correction's Gang Supervision Team (GST), with the understanding

page 2

Intergovernmental Agreement

Multnomah County

City of Portland

that ongoing communication and joint problem solving will enhance resources of both agencies and thereby increase community safety.

The parties hereto desire to cooperate in meeting objectives of respective agencies through mutual endeavors. The objectives of the Multnomah County Department of Community Correction's GST are to enhance the rehabilitation of gang involved offenders and reduce their illegal activities. The objectives of Portland Police Bureau's GET are to suppress crime of street gang members and identify and apprehend gang members who have committed crimes.

To those ends, with the understanding that Multnomah County Department of Community Correction's law enforcement authority is limited as set out in ORS 137.620, 137.630 and 144, the following terms of agreement are set.

TERMS OF AGREEMENT:

- I. The Multnomah County Department of Community Corrections will:
  - A. set up and maintain an index system of all gang-related offenders under supervision. This index system will be located in a space that is shared by GST and GET to ensure easy access to both parties.
- II. The City of Portland Police Bureau will:
  - A. provide office space for GST's occasional use and where information on GST-supervised offenders can be kept.
  - B. provide backup for GST when there is a need to control a situation.
- III. Multnomah County and the City of Portland will:
  - A. work together to develop intelligence and investigatory information on gang-related offenders under supervision to Multnomah County Department of Community Corrections.

page 3  
Intergovernmental Agreement  
Multnomah County  
City of Portland

- B. designate liaison person for specific policy direction and agreement.
- C. recognize and follow each other's chain of command on all policy, procedural, operational and personnel issues.
- D. recognize and work within each other's legal mandates.
- E. schedule regular meetings to enhance communications and problem solving.
- F. meet as needed to solve specific operational and procedural issues.

EARLY TERMINATION:


This agreement may be terminated by any of the parties for any reason upon 30 day written notice, delivered by certified mail or in person.

AMENDMENT:

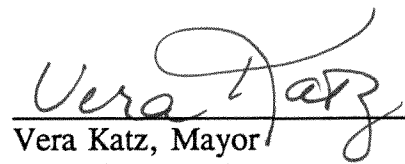
Multnomah County and City may amend the Agreement only by mutual written consent, signed by both parties.

MULTNOMAH COUNTY

CITY OF PORTLAND

  
Beverly Stein, Chair  
Multnomah County

October 21, 1993  
Date

  
Vera Katz, Mayor  
City of Portland  
11-9-93  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK



M. Tamara Holden  
M. Tamara Holden, Director  
Department of Community Corrections

9-27-93  
Date

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

10-11-93  
Date

APPROVED AS TO FORM

Jacqueline Weber  
Jacqueline Weber  
Multnomah County Counsel

MEETING DATE: OCT 21 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of Amendment #1 with Portland Employment Project-PCC

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

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

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

**Amount of Time Needed:** 5 Minutes

**DEPARTMENT:** SOCIAL SERVICES      **DIVISION:** MENTAL HEALTH, YOUTH, AND FAMILY

Services

**CONTACT:** Kathy Tinkle      **TELEPHONE #:** 248-3691 x6858

**BLDG/ROOM #:** 160/6

**PERSON(S) MAKING PRESENTATION:** GARY NAKAO/GARY SMITH

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

Ratification of Amendment #1 between the Mental Health, Youth, and Family Services Division's Developmental Disabilities Program and Portland Employment Project-Portland Community College effective July 1, 1993 through June 30, 1994. This action decreases the agreement \$1,554.36 due to service consolidation and the addition of State OSHA Bloodborne Pathogen funds.

*10/27/93 originals to Kathy Tinkle*

**SIGNATURES REQUIRED:**

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

OR

**DEPARTMENT MANAGER:** *Gary Nakao/pb*

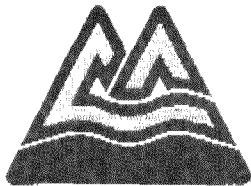
**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

CLERK OF  
COUNTY COMMISSIONERS  
1993 OCT 12 AM 10:13  
MULTNOMAH COUNTY  
OREGON

**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3698

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Susan Clark, Acting Director  
Mental Health, Youth, and Family Services Division

DATE: October 12, 1993

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 with Portland Employment Project-Portland Community College

*Susan Clark*

MULTNOMAH COUNTY  
OREGON  
1993 OCT 13 AM 8:42  
BOARD OF  
COUNTY COMMISSIONERS

I. Action Requested:

Approval of Intergovernmental Agreement attached.

II. Background/Analysis:

The attached amendment to an intergovernmental agreement reduces funding \$1,554.36. This amendment implements the consolidation of vocational services approved by the State Legislature, adjusts vacancy rates and provides funds to comply with the OSHA Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

III. Financial Impact:

Funding for the services are available via the State Mental Health Grant and this action actually creates a net reduction.

IV. Legal Issues:

Compliance with the Bloodborne Pathogen Rule is required by the Occupational Safety and Health Administration (OSHA).

V. Controversial Issues:

N/A

Page 2 of 2

VI. Link to Current County Policies:

VII. Citizen Participation:  
N/A

VIII. Other Government Participation:

This is a Federal law therefore all agencies with employees who fall into this guideline must make the vaccine available for interested employees.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## M E M O R A N D U M

TO: Beverly Stein  
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao/MS*  
Department of Social Services

FROM: Gary Smith, Director *MS*  
Mental Health, Youth and Family Services Division

DATE: September 16, 1993

SUBJECT: Approval of Three Amendments with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to July 1, 1993. The changes and effective dates are mandated by a State Mental Health Division Grant Amendment which was received by the MHYFSD after the changes had taken effect. Further delay is due to the volume of contracts affected.

RECOMMENDATION: The Mental Health, Youth and Family Services Division (MHYFSD) recommends Chair and Board approval of three amendments between the Developmental Disabilities (DD) Program and City of Portland-Parks and Recreation #1, Oregon Commission for the Blind #3 and Portland Employment Project-PCC #1 effective July 1, 1993 through June 30, 1994.

ANALYSIS/BACKGROUND: City of Portland-Parks and Recreation funding increases \$350.40 bringing the net contract total to \$42,501.60 for FY 93/94. Oregon Commission for the Blind funds increase \$2,113.20 bringing the net contract total to \$425,921.52 for FY 93/94. Portland Employment Project-Portland Community College (PCC) funds decrease \$1,554.36 bringing the net contract total to \$192,322.08 for FY 93/94.

The amendments attached implement a consolidation of vocational service elements and a change in State rates and vacancy payments. Additionally, the amendments attached provide State funds to MHYFSD contract agencies to comply with the recent Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Rule. The Bloodborne Pathogen Rule requires all employers to offer any worker who can reasonably be expected to come into contact with human blood, other body fluids and/or potentially infectious or contaminated materials as part of their job, the Hepatitis B vaccine series. The purpose of the rule is to minimize the occupational risks for exposure to bloodborne pathogens that can cause disease.

The amendments attached do not add new services, are funded by the State Mental Health Agreement and are exempt from the RFP process as they are Intergovernmental Agreements.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100224Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input checked="" type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-4</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	--	--

 Department SOCIAL SERVICES Division MHYFSD Date SEPTEMBER 8, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

 Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

 Description of Contract Amendment #1 consolidates DD40, DD42 and DD43 services into DD54, adjusts DD40 vacancies rates and adds State funds for the Bloodborne Pathogen Rule compliance creating a net decrease of \$1,554.36 effective July 1, 1993 through June 30, 1994.

 RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

 Contractor Name PORTLAND EMPLOYMENT PROJECT-PCC  
 Mailing Address 12000 SW 49th  
PORTLAND OR 97219  
 Phone 244-6111  
 Employer ID# or SS# 93-0575187  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ 193,876.44  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ (1,554.36)  
 Total Amount of Agreement \$ 192,322.08

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

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt

☒ Monthly \$ Allotment ☐ Net 30

☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

 Encumber: Yes ☒ No ☐

 Date 21 Sept 93

Date \_\_\_\_\_

 Date 10-5-93

 Date October 21, 1993

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**
 Department Manager [Signature]

 Purchasing Director (Class II Contracts Only) [Signature]

 County Counsel [Signature]

 County Chair / Sheriff [Signature]

 Contract Administration (Class I, Class II Contracts Only) [Signature]

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	010	1258			6060				(1,554.36)		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 1

Duration of Agreement: July 1, 1993 to June 30, 1994

Contractor: PORTLAND EMPLOYMENT PROJECT - PCC  
Address: 12000 S.W. 49TH  
PORTLAND OR 97219

Contract#: 100224  
Phone: 244-6111  
IRS No.: 93-0575187

This AMENDMENT to the Contract for Services is made between:

The Mental Health Youth and Family Services Division, referred to as the COUNTY, and  
PORTLAND EMPLOYMENT PROJECT - PCC, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original  
Contract not superseded by this AMENDMENT are still in force and apply to this  
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC Work Activity Center		\$43,756.68	(\$43,756.68)	\$0.00	SERVICE CAPACITY
DD42-SSP Sheltered Services Program		\$4,964.88	(\$4,964.88)	\$0.00	RATE PER DAY OF SERVICE
DD43-SEP Supported Employment Program		\$145,154.88	(\$145,154.88)	\$0.00	RATE PER MONTHLY ENROLLED CLIENTS
DD54-EMP Employment and Alternative Svcs.		\$0.00	\$192,322.08	\$192,322.08	RATE PER MONTHLY ENROLLED CLIENT
TOTALS:		\$193,876.44	(\$1,554.36)	\$192,322.08	

CONTRACTOR:  
PORTLAND EMPLOYMENT PROJECT

---

Part II - Notes and Special Conditions

Notes:

DD40 WAC and/or DD42 SSP and/or DD43 SEP - Your contract has funds associated with one or more of these vocational Service Elements. Any and all funds identified on Page 1 associated with any of these three Service Elements are transferred to a new Service Element titled DD54 EMP Employment and Alternative Services, effective 7/1/93. This implements a consolidation of vocational service elements approved by the State Legislature.

DD54 EMP funding -

Effective 7/1/93, transfer all slots and rates from the former DD40 WAC and/or DD42 SSP and/or DD43 SEP Service Elements to create this new Service Element. Four changes approved by the State Legislature apply to these rates at the time of the transfer, all effective 7/1/93:

- 1.) Funds to support staff immunization for blood-borne pathogens are added to this new Service Element, continuing the program initiated by the State Mental Health and Developmental Disabilities Division late last fiscal year.
- 2.) Payments for vacancies for former DD40 WAC services are eliminated. Rates for persons formerly served under this Service Element are increased 2.0% to compensate.
- 3.) Subsequent to (1) and (2) above, all the transferred rates are reduced 1.5%.
- 4.) The Payment Basis for all Employment and Related Services is changed, as described in the Special Conditions below.

New Special-Conditions for DD54 EMP are identified below, and replace the previous standards for vocational service elements.

Special Conditions:

Special Conditions sections 2, 3, and 4 are eliminated coincident with the transfer of funds for DD40 WAC, and/or DD42 SSP, and/or DD43 SEP described above. All existing Special Conditions remain in effect, and the following are added or changed:

DD54 EMP - Section 30. Also, CONTRACTOR agrees to comply with OSHA Blood-Borne Pathogen Rules, and determine which of their staff are to be offered immunization.



MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
SUBCONTRACT AMENDMENT NUMBER 1

CONTRACTOR:


PORTLAND EMPLOYMENT PROJECT - PCC

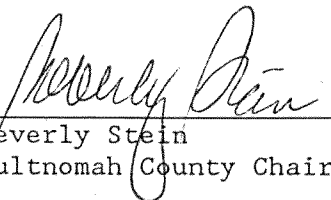
COUNTY:

\_\_\_\_\_  
Agency Executive Director Date

By  9-7-93  
Dennis Adams Date  
Program Manager

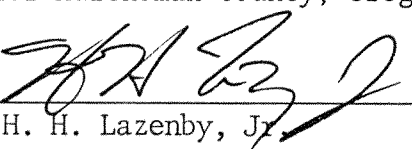
\_\_\_\_\_  
Agency Board Chairperson Date

By  9/20/93  
Gary Smith Date  
Division Director

By  10/21/93  
Beverly Stein Date  
Multnomah County Chair

Reviewed:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By  10-5-93  
H. H. Lazenby, Jr. Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES**

**30.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**30.1.1 SERVICE DESCRIPTION**

Employment and Alternative Services are out-of-home facility or community-based programs for adults with developmental disabilities which provide long-term employment or alternative to employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve the productivity, independence and integration of the individuals served.

This service is regulated by: OAR 309-47-000 through 140.

**30.1.2 SPECIAL REPORTING REQUIREMENTS**

Vocational Outcomes Measurement per instructions in the Financial Procedures Manual.

CONTRACTOR will provide COUNTY with information on service recipient activities in habilitation service needed by DIVISION to claim Medicaid reimbursement under the Home and Community-Based Waiver Program. Reporting procedures are defined in the CPMS Manual.

Provider Administrative Rule Self-Assessment: Each certified Employment and Alternative Services program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every three years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION's Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

**30.1.3 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each eligible individual enrolled in the service, and the dollar amount specified in contract. Cumulative payments may not exceed the total annual contract amount.

CONTRACTOR is jointly responsible with COUNTY Vocational Program Development Specialist to insure timely referral and minimize loss of revenue as a result of vacancies.

In exceptional circumstances, when DIVISION has approved a plan to hold a slot vacant for an individual who will be served in the future and lack of payment will cause a financial hardship for the service provider, DIVISION may make payment for the vacant months. Payment and settlement under these circumstances will follow standard procedures used for start-up.

Funds will be disbursed through monthly allotments which will be adjusted periodically by COUNTY to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)

30.2 MULTNOMAH COUNTY REQUIREMENTS

30.2.1 PERFORMANCE REQUIREMENTS

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

CONTRACTOR agrees to adhere to minimum staffing ratio of one supervisor for every eight individuals served at one site. Staff included in ratio must directly supervise individuals during program hours.

No supported employment site shall exceed eight individuals without written consent from COUNTY Vocational Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

Individuals funded for 1:1 supervision must receive 1:1 supervision during program hours.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

30.2.2 CLOSURE

For employment and alternative services which do not involve a host employer, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Vocational Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

**30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)**

**30.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)**

**30.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with funding based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**30.2.4 REPORTING REQUIREMENTS**

On a monthly basis, CONTRACTOR will complete a Worker Status Summary Report for all individuals in supported employment or alternative to employment services. This report will be submitted to COUNTY Vocational Program Development Specialist by the 15th of each month.

**30.2.5 UNEMPLOYMENT**

CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of ISP team member roles;
3. Amount of contact by CONTRACTOR during periods of employment.  
Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless other agreed upon by the ISP team.
4. Timelines for implementation of the unemployment plan.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTORS that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment, unless otherwise agreed upon by the ISP team.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor.

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1993-94 CONTRACT CONDITIONS

30 DD 54 - EMPLOYMENT AND ALTERNATIVE SERVICES (Continued)

30.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

30.2.5 UNEMPLOYMENT (Continued)

COUNTY will phase in the new funding only when 75% or more of the present individuals are employed under the contract standards for supported employment.

30.2.6 ALTERNATIVE TO EMPLOYMENT SERVICES

Alternative to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

CONTRACTOR may expend DD 54 funds to provide alternative to employment services only if it is the individual's or ISP team's choice of alternatives.

MEETING DATE: OCT 21 1993

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Resolution to Approve the Adult Mental Health System Design Plan

**BOARD BRIEFING**      **Date Requested:** October, 19 1993

**Amount of Time Needed:** 30 minutes

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

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

**DEPARTMENT:** Social Services

**DIVISION:** Mental Health Youth and Family Services

**CONTACT:** Rex Surface

**TELEPHONE #:** 248-3691 x 6353

**BLDG/ROOM #:** 160/ 6th floor

**PERSON(S) MAKING PRESENTATION:** Rex Surface, Kevin Fitts, Nellie Fox Edwards,  
Rod Calkins, Kay Sohl, Linda Reilly, & Joe Gallegos

**ACTION REQUESTED:**

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

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

Approval of the System Design Plan submitted by the Mental and Emotional Disabilities Advisory Council (MEDAC) and Plan implementation preparation via Board resolution.

See attached copy of the System Design Plan.

10/27/93 copies to Rex Surface, Susan Clark &  
Chip Lozenby

**SIGNATURES REQUIRED:**

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

**OR**

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

*Susan Clark*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 OCT 12 PM 6:14  
MULTIOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH & FAMILY SERVICES DIVISION  
ADULT MENTAL HEALTH PROGRAM  
426 SW STARK, 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 FAX (503) 248-3926  
TDD (503) 248-3598

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

TO: Board of County Commissioners  
VIA: Susan Clark, Acting MHYFSD Director *slc*  
FROM: Rex Surface, Adult Mental Health Program Manager  
DATE: October 11, 1993  
REQUESTED PLACEMENT DATE: October 19, 1993  
RE: Approval of Adult Mental Health System Design Plan

I. Action requested:

Approval of System Design Plan (attached) submitted by the Mental and Emotional Disabilities Advisory Council (MEDAC) and Plan implementation preparation.

II. Background/Analysis:

On October 23, 1991 the Multnomah Board of County Commissioners directed the formation of a task force to develop recommendations to clarify roles and responsibilities within the MED system. The Task Force, none of whom were current mental health providers, contractors, or county employees, met weekly from November, 1991 through April, 1992 and produced a report containing a number of recommendations. Chief among the recommendations were:

- \* County MED staff assume responsibility for the involuntary commitment process and Dammasch Hospital discharge planning.
- \* The Mental and Emotional Disability Advisory Council (MEDAC) be expanded to include provider, law enforcement, and citizen members and charged with making a long term (5 year) plan for adult mental health services and overseeing implementation.

TO: Board of County Commissioners  
FR: Rex Surface, AMH Program Manager  
October 11, 1993

II. Background/Analysis: (continued)

- \* Requests for Proposals (RFP's) be issued every 3 - 6 years to allow change in the system.

On April 30, 1992 the Board of County Commissioners adopted that Task Force report, directed MEDAC to expand as recommended and begin long range planning, and directed county staff to assume responsibility for the involuntary commitment process and hospital discharge planning.

MEDAC revised its bylaws to expand membership categories and hired Kay Sohl as independent planning facilitator. MEDAC meets monthly, and held two 2 day retreats in order to craft the system design plan. A great deal of MEDAC's work went into developing a list of values that the county system should embody, in terms of consumer rights and needs, and best use of scarce resources. The plan contains discussion of needs of consumers, needs common to all and needs specific to circumstances and progress of their mental illness. The recommendations for further action include:

- \* Develop objective performance measures to reflect system values and consumer needs for incorporation into RFP's and new contracts for 1994-95.
- \* Provide a broader range of services for consumers and relying less on geographic assignment of consumers to contract providers.
- \* Give close attention to issues arising in the Oregon Health Plan to allow a planned inclusion of newly Medicaid eligible consumers into the system and integration of mental health services into the plan.
- \* Prioritize services which prevent acute episodes.
- \* Evaluate the costs and benefits of utilizing the county as the single entity responsible for management of state, county, and Medicaid dollars for MED services.

In order to implement this plan, MEDAC recommends that detailed implementation planning begin, and include the hiring of a consultant knowledgeable about making positive changes in public mental health systems.



TO: Board of County Commissioners  
FR: Rex Surface, AMH Program Manager  
October 11, 1993

III. Financial Impact:

MEDAC believes that implementation of this plan will result in system efficiencies and cost effectiveness. The program office needs approval to spend existing agency funds for a consultant. A request for proposals for the consultant is being developed and will be issued as soon as Board approval is obtained.

IV. Legal Issues:

As the Community Mental Health Authority, Multnomah County has, according to Barry Kast, Office of Mental Health Services an obligation to assure services are available throughout the county, assure that certain services are provided and that they comply with Division rules, assure services that are effective, efficient, and coordinated, assure financial accountability, assure that statutory definitions of priorities for services are fulfilled, and assign adequate staff resources to fulfill these responsibilities.

V. Controversial Issues:

The "stir" which lead in 1991 to formation of a Task Force which contained no current providers, consumers, or county staff resulted from lack of authority by County staff to manage mental health dollars entering the county from the State and Federal government contracted out to private non-profit providers of services. The MEDAC plan does not envision a system in which the county provides all services, but rather that the county manages utilizations of services and is a strong manager of those programs subcontracted to other organizations.

VI. Link to Current County Policies:

The MEDAC Plan is consistent with the MED Task Force report which was adopted by the Board of County Commissioners on April 30, 1993.

TO: Board of County Commissioners  
FR: Rex Surface, AMH Program Manager  
October 11, 1993

VII. Citizen Participation:

See attached roster of current MEDAC members and their affiliations.

VIII. Other Government Participation:

The State Mental Health and Developmental Disabilities Services Division (MHDDSD) does not distinguish between Community Mental Health programs in which the Counties provide all mental health services and programs where some or all of the services is provided by sub-contracts. MHDDSD has budgeted funds to provide only 132 beds at Dammasch State Hospital after July 1, 1994, and intends to impose financial penalties to those counties or regions who have not been able to reduce their use of Dammasch to the target levels. Therefore, Multnomah County must have a system that is extremely responsive to consumer needs to avoid the financial burdens of hospital bed use.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of                    )  
Adult Mental Health System                ) RESOLUTION  
Design Plan                                        )

WHEREAS, The Board of County Commissioners is the Community Mental Health Authority for Multnomah County; and

WHEREAS, The Board approved on June 30, 1992 the MED Task Force Report, requiring preparation of long term plans for efficient and appropriate adult mental health service delivery; and

WHEREAS, The Mental and Emotional Disabilities Advisory Council, representing all parts of our mental health system, has approved a System Design Plan and recommended implementation processes; now

THEREFORE, IT IS RESOLVED the Board of County Commissioners accepts and approves the System Design Plan, and directs implementation planning to commence.

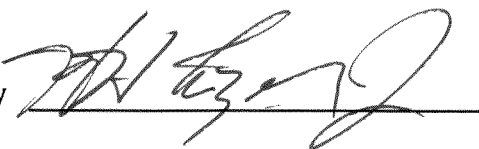
APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1993

MULTNOMAH COUNTY, OREGON

(SEAL)

By \_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

REVIEWED:  
LAWRENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By 

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of                    )  
Adult Mental Health System                ) RESOLUTION  
Design Plan                                    ) 93-352

WHEREAS, The Board of County Commissioners is the Community Mental Health Authority for Multnomah County; and

WHEREAS, The Board approved on April 30, 1992 the MED Task Force Report, requiring preparation of long term plans for efficient and appropriate adult mental health service delivery; and

WHEREAS, The Mental and Emotional Disabilities Advisory Council, representing all parts of our mental health system, has approved a System Design Plan and recommended implementation processes; now

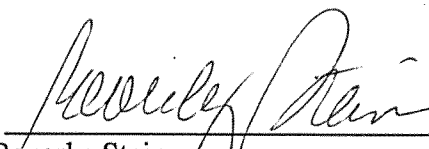
THEREFORE, IT IS RESOLVED the Board of County Commissioners accepts and approves the System Design Plan, and directs implementation planning to commence.

APPROVED this 21st day of October, 1993

MULTNOMAH COUNTY, OREGON



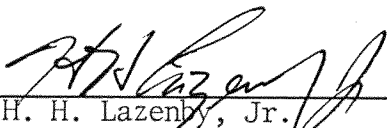
By

  
Beverly Stein  
Multnomah County Chair

REVIEWED:

LAWRENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By

  
H. H. Lazenby, Jr.

---

# System Design Plan

FOR THE

MULTNOMAH COUNTY MENTAL AND EMOTIONAL  
DISABILITIES SYSTEM

---

Adopted by the  
Multnomah County Mental and Emotional Disabilities  
Advisory Council

August 10, 1993

# TABLE OF CONTENTS

---

I.	Executive Summary	1
II.	Acknowledgements	5
III.	Current Multnomah County MED System	6
IV.	System Design Planning Process	11
V.	Context for the MED System Design Plan	12
VI.	MED System Values	14
VII.	MED Services from the Consumer's Point of View	16
	A. Common Needs of MED consumers	16
	B. MED Consumers in Crisis	18
	C. MED Consumers Leaving Hospitalization	19
	D. Consumers Who have Difficulty Seeking or Readily Accepting Help	19
	E. Consumers Who are Stabilized in the Community	20
	F. Key Concepts for the System's Response to Consumer Needs	20
VIII.	Making it Happen: Key Functions Within the System	21
	A. Service Delivery	21
	B. Management of the System	22
	C. Technical Functions	25
IX.	Implementation Planning	25

## **I. EXECUTIVE SUMMARY**

### **■ MEDAC**

The MED System Design Plan has been prepared by the Mental and Emotional Disabilities Advisory Council (MEDAC) in response to a charge from the Multnomah County Board of County Commissioners to develop a strategic plan for adult MED services in the county for the next three to five year period. MEDAC membership includes MED consumers, advocates, service providers, city and county law enforcement representatives, and interested citizens.

### **■ Purpose and Scope of the Plan**

The MED System Design Plan is intended as conceptual framework for the adult MED System. It encompasses values and operating principles which MEDAC believes should guide the system. It describes key consumer needs and proposes a process for prioritizing for the use of limited resources to address these needs. Throughout the planning process, MEDAC has been guided by questions related to consumer needs and consumer ability to utilize the system effectively. The Plan also addresses the management and other structures which must be put in place to manage limited resources effectively to meet consumer needs.

The Plan has been created in an atmosphere ripe with change. It acknowledges that efforts to meet the needs of MED consumers will be constrained by a general lack of adequate funding and recognizes that the current Medicaid payment system creates disparity between what the county is asked to do and what it has control over. It also recognizes the growing need for improved coordination between the MED system and other health and social service systems, particularly the systems dealing with substance abuse.

Significant additional planning will be needed to implement the concepts presented in the System Design Plan. The Plan recommends the creation of an Implementation Planning Process involving MED service providers, other community resources, county staff, and MEDAC representatives in the joint development of detailed steps to make the System Design Plan a reality.

### **■ MED System Values**

The heart of the System Design Plan is the statement of values which the MED System should embody. They express the ways the system should treat consumers and the qualities it must have to succeed. We urge the community and the county to rely on these values in making decisions about how to manage the system and when advocating with others about the system. The values are intended to guide technical and financial choices.

■ **The Multnomah County MED System should embody the following values:**

1. Be **consumer centered** -- place the highest priority on meeting the needs of consumers.
2. Treat consumers, families, advocates, providers, and managers with **dignity and respect**.
3. Protect the **safety** of consumers and the public.
4. **Respond** effectively to **acute need**, and **prioritize** those treatment and serious supports which can help prevent acute episodes.
5. Assure that consumers' **basic needs** for access to health care, food, and shelter are met.
6. Provide **easy access** which eliminates barriers of language, culture, sexual orientation, psychiatric or physical disabilities, education, poverty, social development, personal belief, and past experience, and **reaches out** to those not traditionally served.
7. Provide the **highest quality** range of services.
8. Allow consumers to make **choices** for themselves.
9. Be **easy to understand** for consumers, families, providers, and the community.
10. Be **cost effective** -- strive to do better, not simply to have more.
11. Be **adaptable** to the changing demands of external reality while remaining based in core values.
12. Promote **collaboration and cooperation**, both within the MED system and between the MED system and other community resources.
13. Be **community based** in planning and operation.
14. **Treat** all stakeholders/participants in the MED system as **individuals** -- where possible, modify the system to meet individual needs.
15. Hold all stakeholders/participants **accountable** -- define their roles, rights, and responsibilities clearly.
16. Promote **education and training** so that all stakeholders/participants can participate to the best of their capabilities.
17. Involve all stakeholder/participants in **advocacy** for quality services and adequate resources.



## ■ Consumer Needs

Throughout the System Design Planning process, we have recognized that the term "consumer" must include both persons currently receiving services through the mental health system and those in need of services but not receiving them.

The MED system must address the needs of consumers with widely disparate challenges and strengths who experience varying levels of functioning during the course of their illness. The Plan identifies needs held in common by all consumers within all this variation. In addition to these common needs, consumers experience special needs at different times in their illness. The Plan addresses the needs of consumers in crisis, consumers just leaving hospitalization, and consumers who have difficulty seeking or readily accepting help, as well as the needs of consumers who are stabilized and living within the community.

The MED system must take special care to address the needs of MED consumers who have difficulty seeking or readily accepting help. This group of consumers includes both those who drop out of treatment within the system and those who have not yet obtained services from the system.

Services which respond effectively to acute need, and those which effectively prevent acute episodes should be considered the MED system's highest priorities. This prioritization reflects the county's responsibility to protect the safety of the consumer and the general public. It also reflects the financial reality that poorly managed acute needs are extremely costly to the county. Consumers who do not receive effective help to prevent acute episodes frequently require more extensive and costly services to regain their basic ability to function within the community. In fact, poor management of acute needs means that in the end less money is available for other services and people than if acute needs receive appropriate investment up front.

## ■ System Management Needs

New management systems and attitudes are needed to assure the direction of the MED system in accord with the identified values and to provide the services most needed by consumers within severe resource constraints. Management systems must provide competent management of finances, service quality, and service utilization. System managers must be able to clearly state assumptions about what will or should happen and why; to monitor whether the assumptions prove true; and to determine what the system should learn in cases where they do not. In addition to the creation of new management systems, the Plan recognizes the need to create a new atmosphere of cooperation and shared responsibility between the providers and the county. Throughout the system, we must focus on quality improvement rather than blame.

## ■ Implementation

Multnomah County should initiate an Implementation Planning Process immediately upon adoption of the System Design Plan. The Implementation Planning Process should include consumers, mental health service providers, other community resource providers, and the county MED staff in focused discussions which result in agreement upon specific steps to be taken to implement the System Design Plan.

Strong leadership will be needed throughout the Implementation Planning Process. The county should consider contracting with a consultant or consultant team with extensive experience in the organization of mental health systems, and in facilitation of change in complex public systems.

As part of the Implementation Planning Process, the county must review its own capacity to manage the system. The county must determine the systems and skills which will be required for the county to perform its role in the new MED system and identify specific steps to develop those systems and skills not currently available.

The focus of the Implementation Planning Process should be establishment of guidelines and priorities for meeting the needs of consumers. Consumer involvement in the planning process is essential.

The Implementation Planning Process must also provide opportunities for representatives from community resources which address the basic needs of MED consumers (food, shelter, health care, recreation, education, etc.) to participate as active partners in planning for specific operational relationships within the MED system.

Through the Implementation Planning Process, the system must clearly define the priority populations and the services they should get, explore the costs and benefits of consolidating funding streams, and develop mechanisms which ensure equal access to services for consumers with common needs.

The adoption of the System Design Plan and initiation of an inclusive and well designed Implementation Planning Process will position the county to adapt to a rapidly changing environment, and give the county a strong position from which to negotiate with the State Mental Health Division for approvals of systems changes. The approval of the System Design Plan represents a first step in the development of a partnership which links consumers, advocates, providers, other interested agencies and institutions, and the county MED staff in a common effort to continuously improve the services for MED consumers. This partnership is essential to ensure the wise use of limited resources and the development of essential new capacities and services.

## II. ACKNOWLEDGEMENTS

The **System Design Plan for the Multnomah County Mental and Emotional Disabilities System** has been developed by the Mental and Emotional Disabilities Advisory Committee (MEDAC) through the tireless efforts of its members, and with much welcomed assistance from MED service providers, MED consumers, parents and advocates for MED consumers, the broader social services community, and the staff of Multnomah County Mental Health MED Division.

MEDAC wishes to acknowledge the work of the Mental and Emotional Disabilities System Review Task Force. The Task Force's April 1992 report to the Multnomah County Board of County Commissioners recommended the expansion of MEDAC and the assignment of responsibility to it to undertake strategic planning for the MED System.

Throughout the System Design planning process the work of MEDAC was facilitated by Kay Sohl of Technical Assistance for Community Services. She drafted and revised the plan document at the direction of MEDAC.

During the 10-month planning process which resulted in the **System Design Plan**, several MEDAC members concluded their terms and left the group. We wish to acknowledge the contributions of these members:

- Anh Bui, *OHSU Indochinese Psychiatry Program*
- Sgt. Brian Grose, *Portland Police Bureau*
- Vivian Grubb, Senior Activist
- Dorie Lash, Advocate
- Doug Montgomery, Advocate
- Judi Smith, *Holladay Park Hospital*
- Jerry Wang, Consumer

The continuing members of MEDAC include:

- Kevin Fitts, Chairperson - Consumer
- Greg Henson, Secretary - *Housing Authority of Portland*
- Trish Backlar, Advocate - *Dept. of Philosophy, Portland State University*
- Carol Boos, Advocate - *Alliance for the Mentally Ill*
- Mary Byrkit, Consumer
- Rod Calkins, Executive Director - *Mt.Hood Community Mental Health Center*
- Carol Chism, Executive Director - *Center for Community Mental Health*
- Sharon Comstock, *Multnomah County Sheriff's Office*
- Nellie Fox-Edwards, Advocate
- David Green, Consumer
- Laura Jeibmann, Executive Director - *Metro Crisis Intervention*
- Robert Joondeph, Advocate - *Oregon Advocacy Center*
- Jonna Schuder, Advocate - *Oregon Advocacy Center*
- Margaret Strachan, Citizen Activist

### III. CURRENT MULTNOMAH COUNTY ADULT MED SYSTEM

The adult MED system is complicated. It has many players, diffuse authority, multi-streamed funding, and a wide variety of organizations and individuals who deliver services. This description provides a road map to key players, authority, finances, service delivery, and key issues confronting the system.

#### ■ Key Players

The State of Oregon, with roles for the legislative and the Mental Health Division, Multnomah County, with roles for the Board of County Commissioners and the Mental Health Youth and Family Services Division of the Department of Social Services, and twenty independent mental health service agencies.

#### ■ Authority in the System

The **State** functions as the primary policy setter, determines allocation of funding, manages federal Medicaid funds, and plans and manages state-wide resources such as State Hospitals.

The Board of County Commissioners functions as the **County Mental Health Authority**, delegating responsibilities to the Department of Social Services, Mental Health, Youth and Family Services Division, and its MED Program. **County** responsibilities include:

- Managing contracts with residential care providers;
- Managing contracts for outpatient services;
- Managing utilizing of State Hospital beds by Multnomah County residents;
- Investigation of individuals considered to be a danger to themselves or others as part of the involuntary commitment process;
- Payment for services for individuals involuntarily held as part of commitment investigations;
- Management of placements within the community of individuals under the supervision of the Oregon State Psychiatric Review Board.

In addition to these adult MED responsibilities, the Mental Health, Youth and Family Services Division is also responsible for children's mental health, substances abuse, and MRDD services.

The **independent mental health service providers** are responsible for the services they provide to the clients and the communities they serve, and for continuous evaluation of the quality of their services.

From the point of view of the consumer -- who might need commitment, state hospitalization, residential, and outpatient services -- the system has no single point of accountability. The difficulties inherent in the current diffuse distribution of responsibilities and authority is apparent in a closer look at the financial and service delivery issues.

## ■ Finances

In fiscal year 92/93, the Multnomah County Adult MED program budget included \$1,882,676 in county general fund dollars, \$11,043,383 in state general fund dollars, and \$70,095 in City of Portland funds. In addition to the state, county, and city dollars administered by the county MED program, the community based mental health service providers participate in the federally funded and state administered Title XIX Medicaid program. Eligible individuals with documented disabilities who meet federal low income guidelines and who have been enrolled in the Medicaid program are entitled to receive certain mental health services for which the state makes payment through the Medicaid program. In fiscal year 92/93, over half of the consumers served by the community based mental health service providers under contract to Multnomah County for state and county general fund dollars were enrolled in the Medicaid program. Consequently, the full public funding investment in MED services in Multnomah County for 92/93 will include approximately \$8,565,375 in Medicaid dollars in addition to the \$12,996,154 in state and general fund dollars.

The community based mental health service providers, which have worked to develop additional resources to address those needs of MED consumers not funded through the county contracts. The providers have obtained foundation and other governmental funding to develop and operate subsidized housing programs, employment programs, and a variety of other specialized services for MED consumers. The resource development efforts of the community based providers have expanded the resources available to MED consumers beyond the level available through county and state general funds.

The Medicaid services are currently reimbursed directly by the State of Oregon Office of Medical Assistance. Multnomah County MED plays no direct role in management of these reimbursements. The County does grant vendor numbers to mental health providers, certify staffing of providers, and play a role in monitoring Medicaid participating providers. However, the County has limited access to data about utilization of Medicaid dollars by Multnomah County providers. The nature of the Medicaid program does have a substantial impact on the use of dollars by the county MED program. However, the county has no control over the use of Medicaid dollars by certified providers, or over the types of services provided, or the consumers served through Medicaid.

The Medicaid program requires the matching of federal dollars with state dollars. For each \$.63 provided in federal dollars, the state must provide a \$.37 match. The state pre-matches a pool of Medicaid dollars which are then drawn upon by all the counties, within a state-established allocation formula. When Multnomah County Medicaid billings exceed the pre-matched Medicaid dollars allocated to the county, additional match must be submitted to the state to "purchase" additional Medicaid dollars.

Multnomah County MED contracts require mental health service providers to use state general fund dollars to purchase these additional Medicaid dollars. In recent years, the increased enrollment of MED consumers into the Medicaid program has

resulted in an increasingly rapid utilization of the pre-matched Medicaid dollars, and consequently, in the conversion of an increasingly large proportion of state general fund dollars into Medicaid purchase dollars. A key consequence of this conversion process is the resulting limitation on the availability of general fund dollars to provide services for consumers who are not eligible for or are not yet enrolled in the Medicaid program.

Dammasch State Hospital has functioned as the primary resource for inpatient services for Multnomah County consumers. The costs of operation for Dammasch have been born through the State Mental Health Division, and not included in Multnomah County's allocation of state funds. In the 91/93 biennium, under strong pressure from the state, Multnomah County has reduced the number of Dammasch beds occupied by county residents from 242 to 137. This reduction has been achieved through movement of some state funds to the county, and through extraordinary efforts by the mental health service providers, county MED staff, law enforcement agencies, advocates, and Dammasch State Hospital personnel.

To enforce its plan to drastically downsize Dammasch, the state notified the county mental health authorities in fiscal year 92/93 that each county would be held financially responsible for each Dammasch bed utilized in excess of the state established county quota. Multnomah County passed this potential financial responsibility for over-utilization along to seven of its subcontractor mental health service providers, establishing maximum utilization rates for each of the four geographic quadrants of the county and for the population served by the consumer directed Mind Empowered, Inc. For the purposes of determining over-utilization, each of these seven agencies has been held responsible for hospitalizations of any individual residing within the agency's designated geographic or other catchment area, regardless of whether the individual was being served by the agency at the time of hospitalization. Thus, if utilization of state hospital beds by residents from a given catchment area exceeds the established quota, the county contract allows the county to assess the sub contract agency affiliated with the catchment area for the penalties assessed to the county by the state for over-utilization.

Approximately 3,125 individuals were placed on involuntary holds and examined to determine whether they pose sufficient danger to themselves or others to warrant commitment. Of those being examined for involuntary commitment at this time, nearly 85% are not current clients of any county contracted mental health service provider.\*<sup>1</sup> The county is the payor of last resort for the cost of hospitalization of individuals on involuntary commitment holds, paying for the care of those individuals with no insurance or other entitlement to care. The cost to the county for hospital care for involuntary holds will exceed \$1,900,000 in fiscal year 92/93 (i.e. hospitalization in the community while the judicial process determines whether the individual should be committed to a State Hospital).

---

<sup>1</sup> Note: The 85% includes individuals who may be receiving treatment from a private provider outside the MED system.

The county's potential liability for the costs of state defined "overutilization" of Dammasch and its responsibility as payor of last resort for involuntary commitment hold patients are problematic in relation to the county's lack of authority over the allocation of Medicaid funds and the direction of Medicaid funded services. The county holds financial responsibility for the impact of the management of services without holding authority to direct the use of over 60% of the funds available to provide services.

#### ■ Service Delivery

The State of Oregon operates the State Hospital system to provide in-patient treatment for individuals with severe mental and emotional disabilities. The state is actively working to significantly reduce the number of individuals cared for in State Hospitals through severe restrictions on admissions and increased efforts to identify appropriate community living and treatment arrangements for persons currently hospitalized.

The county MED staff estimate that approximately 8,000 individuals received services through county contracted MED service providers in fiscal year 92/93. The county currently contracts with: four core service agencies to provide comprehensive outpatient services and 24 hour crisis coverage; five additional outpatient service providers for non-crisis services and with five residential care facilities for housing of severely impaired clients; a 24 hour crisis telephone and transportation service to handle MED emergencies outside of business hours; a 22 bed acute residential treatment facility; and has preferred provider agreements with three hospitals for pre-commitment hospitalization.

In addition to the services to the general population described above, Multnomah County MED is responsible for contracting for services for approximately 50 individuals who are under the supervision of the Oregon State Psychiatric Security Review Board. These individuals have been committed to the State Mental Health system as a result of having been found "guilty except for insanity" for various criminal offenses. County contracted services include both residential care and outpatient treatment.

In fiscal year 92/93, the county began direct operation of two service components in response to the recommendation of the Multnomah County MED System Review Task Force and to increased pressure from the State Mental Health Division to reduce the number of Multnomah County residents at Dammasch State Hospital. The county now employs two discharge planners who work directly with the staff of the State Hospitals to connect clients being discharged from the hospital to appropriate community resources. The county also employs nine involuntary commitment investigators who prepare reports and make recommendations to the court regarding involuntary commitment of approximately 275 persons placed on involuntary holds each month.

The picture of publicly funded services for individuals with mental and emotional disabilities would not be complete without recognition that the Multnomah County jail now serves the second or third largest caseload in the state of individuals with persistent mental and emotional disabilities. Approximately 100 individuals with mental and emotional disabilities will be treated in the jail in-patient psychiatric unit in fiscal year 92/93. Many more will be treated while remaining in the general jail population. Jail unit staff report considerable difficulty in obtaining appropriate services in the community for individuals released from the jail psychiatric unit.

Comparison of charges shows that persons in jail with mental illnesses have committed as serious criminal offenses as those in the jail population not identified with mental illness.

#### ■ Other Key Issues

At present, there is no central collection of data regarding the number of individuals who have sought MED services and been turned away, either for lack of funding for their treatment or lack of appropriate services. However, there seems to be substantial agreement among mental health consumers, advocates, providers, and the county staff that substantial numbers of individuals in need of help do not presently receive it. Among the reasons cited are: 1) lack of resources at the mental health service provider level; 2) lack of appropriate treatment resources for those with dual diagnoses of mental or emotional disability and substance abuse or mental retardation/developmental disabilities; 3) lack of appropriate resources within the community for individuals with extremely violent behaviors; 4) lack of resources to provide sustained outreach to individuals who, because of the nature of their illness, do not voluntarily seek treatment and refuse treatment when offered but cannot readily be committed under current legal standards.

Beyond the human suffering represented by these problems in provision of treatment to those in need, there is considerable concern about the financial impact on the county of the current lack of services for individuals such as those described above. For example, the involuntary commitment process is costly both to the MED program and the court system. Individuals placed on involuntary holds utilize police time, court time, and substantial county MED dollars both through the involuntary commitment investigation process and through payment for hospitalization during the hold period. It seems highly likely that provision of outpatient services prior to crisis incidents would better meet the needs of these individuals and be significantly less costly to the county. The fact that 85% of those placed on holds are not receiving treatment through the MED system is startling in this light. County staff believe that substance abuse plays a major role in many of these involuntary commitment holds. The county's alcohol and drug program has no independent commitment process. Consequently, the MED system provides all investigation services and payments for hospitalization even when the individual's problem is primarily related to substance abuse.



Each player in the MED system confronts limitations which arise from the current fragmentation of authority and responsibility. Consumers and their advocates are frustrated by the lack of a single point of accountability, an institution or body which can not only accept full responsibility for problems, but also has the full authority to resolve them. Mental health service providers must manage multiple funding streams, confront financial uncertainty, and make difficult decisions regarding priorities for services without consistent guidelines. The county confronts financial risk for overutilization of State Hospital beds and hospitalization of involuntary hold individuals with limited ability to control the use of significant portions of the dollars spent for services.

#### **IV. SYSTEM DESIGN PLANNING PROCESS**

In April, 1992, the Multnomah County Mental and Emotional Disabilities System Review Task Force recommended that the Mental and Emotional Disabilities Advisory Council (MEDAC) be expanded and charged with responsibility for developing a strategic plan for adult MED services in Multnomah County for the next three to five year period. The Board of County Commissioners accepted this recommendation and directed that the expanded MEDAC group work with an outside facilitator to develop such a plan.

MEDAC membership which had included MED consumers, advocates, and interested citizens, was expanded to include MED service providers and representatives of both city and county law enforcement agencies. The expanded group began meeting in October, 1992, and re-characterized its task as System Design Planning. MEDAC developed a profile of current MED services; conducted a MED consumer and advocate survey; and was briefed on the Oregon Health plan and other anticipated funding and policy changes by representatives of the State Mental Health Division.

Through its efforts to understand the scope of needs and the availability of services to address those needs, MEDAC learned that some important data is not readily available. The MED system does not currently maintain a waiting list for services, nor collect data on individuals who have requested and been denied services. Nor is there readily accessible system-wide data on grievances and/or exclusions from services. Data on participation in the Medicaid payment system administered by the state (described in greater detail in Section I) is difficult to correlate with data maintained by the County. Confronting these limitations in data, MEDAC was fortunate to have among its members providers, consumers, family members, and others with direct experience in the system. We drew heavily on their experiences when numerical data was not available.

In January 1993, MEDAC members used a two day planning retreat format to generate key concepts for the system design. In March 1993, MEDAC distributed a Draft System Design Plan to providers, consumer and advocate groups, law enforcement agencies, social services, and a variety of neighborhood and citizen groups.

MEDAC representatives held three public meetings, and met with mental health providers, MED staff, and members of the Oregon Alliance for the Mentally Ill to discuss the draft plan. MED staff conducted related focus groups with consumers at five health treatment locations. Written input was received from 16 individuals. In May 1993, MEDAC convened a two day planning retreat to discuss the input received from various segments of the community and develop revisions to the draft plan. This revised draft will be circulated for comment to all groups and individuals who were asked to review the first draft plan and all others who submitted comments on that draft.

In July 1993, MEDAC reviewed the input received on this revised draft, made further revisions, and completed the final System Design Plan to be presented to the Department of Social Services and subsequently to the Board of County Commissioners.

*The MED System Design Plan is intended as conceptual framework for the adult MED System. It encompasses values and operating principles which MEDAC believes should guide the system. It describes key consumer needs and proposes a process for prioritizing for the use of limited resources to address these needs. Throughout the planning process, MEDAC has been guided by questions related to consumer needs and consumer ability to utilize the system effectively. The plan addresses the management and other structures which must be put in place to manage limited resources effectively to meet consumer needs.*

*Throughout the System Design Planning process, we have recognized that the term "consumer" must include both persons currently receiving services through the mental health system and those in need of services but not receiving them.*

*Significant additional planning will be needed to implement the concepts presented in the System Design Plan. The Plan recommends the creation of an Implementation Planning Process involving providers, county staff, and MEDAC representatives in the joint development of detailed steps to make the System Design Plan a reality.*

## **V. CONTEXT FOR THE MED SYSTEM DESIGN PLAN**

Multnomah County, like most local governments functioning as mental health authorities, confronts turmoil, uncertainty, and opportunities for change in state and federal health care policies and funding mechanisms and levels. The System Design Plan has been created amidst this atmosphere of uncertainty. MEDAC has designed the plan to provide relevant guidance within a number of possible health care realities likely to emerge within the next 3 to 5 years. Among the changes considered in the MEDAC planning process are: (1) the Oregon Health Plan; (2) the move toward managed care and capitation as a payment mechanism; (3) the potential role of HMO's in the management and delivery of mental health services; and (4) the state's continuing commitment to downsizing State Hospitals.

Oregon has received a federal waiver to allow the state to implement the Oregon Health Plan developed by the 1989 Oregon Legislature. The Oregon Health Plan is designed to reduce the number of Oregonians lacking basic health insurance coverage. It accomplishes this goal through increasing the number of low income residents eligible for the federally assisted Medicaid program and initiating requirements for employer purchase of health insurance coverage for virtually all employees or payment into a state organized pool to ensure those whose employers do not provide coverage. The Oregon Health Plan faces several significant obstacles to implementation. First, the Legislature must find funds to provide the state matching dollars required for additional Medicaid coverage. Secondly, the Legislature is encountering resistance from employers with regard to the "pay or play" requirements for additional health insurance coverage of employees.

The original Oregon Health Plan called for delay in the inclusion of mental health services in the plan's array of covered services. There is currently discussion of more rapid inclusion of mental health services in the plan. Inclusion of mental health services in the plan is likely to end the current practice of budgeting for state contributions to Medicaid for mental health services separately from the budget for health services. This could increase the overall state dollars utilized for Medicaid match for mental health services. The impact of the inclusion of mental health services in the Oregon Health Plan is not entirely clear at this time. The State Mental Health Division would apparently still have the ability to select care management mechanisms for mental health separately from those selected for other health services.

While much remains unclear about the final implementation of the Oregon Health Plan (including the question of whether it will ever be implemented or will be supplanted by some national health care initiative), we have identified several key impacts of the most likely implementation models. First, the increase in the number of Oregonians eligible for Medicaid should result in MED service providers being able to receive Medicaid payments for services to newly eligible consumers. Secondly, the expansion of health insurance coverage for the working poor through the employer "pay or play" requirements may provide resources for MED services for a group of consumers currently covered only through state and county general fund dollars. Both of these assumptions require significant qualifications due to the uncertainty of the types of mental health services which will be included in either the Oregon Health Plan Medicaid guidelines or in the new basic health insurance coverage.

Even greater uncertainty exists about the care management mechanism to be adopted by the State Mental Health Division. In general, the Oregon Health Plan proposes a capitated care management model in which the state would purchase care for Medicaid eligible individuals from a care management organization similar to today's HMO's. This approach would involve negotiating rates with the selected care management entities which would then assume financial responsibility for provision of care to the covered individuals. If this model were extended to include mental health as well as health services, it is likely that the general health care management entities which would contract with the state would enter into subcontract agreements with mental health service providers, or in some cases provide mental health services

through their existing organizations. Some have suggested that this model would leave very little role for the county mental health authority. However, unless statutes were changed, the county would continue to be responsible for the involuntary commitment process and its associated costs of placing individuals on holds in hospitals.

The State Mental Health Division has suggested that it is considering alternative models to the one described above which would involve negotiation of separate contracts for mental health services outside the primary health managed care agreements. In this approach, the state might offer counties the option to act as a care management entity, with a negotiated capitated payment for assumption of full financial responsibility for mental health services to eligible individuals. If the county declined this option, the state would negotiate with other care management entities.

In addition to ongoing changes in the structure of federal and state health and mental health systems, Multnomah County in recent years has experienced a set of changes similar to those experienced by mental health systems around the country. These changes include continually evolving approaches to treatment and community support, ongoing shifts in responsibility for particular services, attempts to change contract and financial arrangements, and attempts to develop new management information systems. Multnomah County is not alone in facing these difficulties, nor does it have to completely re-invent the wheel as we seek to implement the vision and values expressed in this plan.

In considering all of these possible outcomes, MEDAC perceives the System Design Plan as applicable in its clarification of values underlying use of public dollars for mental health, its consumer centered focus, its priorities for the use of limited resources, and its recognition of the need for strong management systems. While the specific implementation mechanisms would vary significantly within the different outcomes, the core values and priorities of the System Design Plan seek to guide for the use of public funds for MED services in Multnomah County.

## **VI. MED SYSTEM VALUES**

Section IV above outlines the uncertainty and opportunity facing the MED system. We believe this plan can provide the foundation upon which to build or negotiate within any potential new system. *The values are the heart of the plan. They express the ways that the system should treat consumers and the qualities it must have to succeed.*

*We urge the community and the county to depend on these values in two areas: when making decisions about how to manage the system, and when advocating with others about the system.* Multnomah County can use these values to guide our technical and financial choices, and to advocate with others to ensure that whatever technical and financial structures emerge, the MED is guided by our values.

■ The Multnomah County MED System should embody the following values:

1. Be **consumer centered** -- place the highest priority on meeting the needs of consumers.
2. Treat consumers, families, advocates, providers, and managers with **dignity and respect**.
3. Protect the **safety** of consumers and the public.
4. **Respond** effectively to **acute need**, and **prioritize** those treatment and serious supports which can help prevent acute episodes.
5. Assure that consumers' **basic needs** for access to health care, food, and shelter are met.
6. Provide **easy access** which eliminates barriers of language, culture, sexual orientation, psychiatric or physical disabilities, education, poverty, social development, personal belief, and past experience, and **reaches out** to those not traditionally served.
7. Provide the **highest quality** range of services.
8. Allow consumers to make **choices** for themselves.
9. Be **easy to understand** for consumers, families, providers, and the community.
10. Be **cost effective** -- strive to do better, not simply to have more.
11. Be **adaptable** to the changing demands of external reality while remaining based in core values.
12. Promote **collaboration** and **cooperation**, both within the MED system and between the MED system and other community resources.
13. Be **community based** in planning and operation.
14. **Treat** all stakeholders/participants in the MED system **as individuals** -- where possible, modify the system to meet individual needs.
15. Hold all stakeholders/participants **accountable** -- define their roles, rights, and responsibilities clearly.
16. Promote **education and training** so that all stakeholders/participants can participate to the best of their capabilities.
17. Involve all stakeholder/participants in **advocacy** for quality services and adequate resources.

## VII. MED SERVICES FROM THE CONSUMER POINT OF VIEW

MEDAC members considered our primary responsibility to be the articulation of a set of values (Section IV above) and of a clear view of what consumers should experience in the MED system. Too often, planning efforts focus on administrative, technical, and political issues. Our purpose is to ensure that the necessary administrative, technical, and political discussions have a clear guide.

Together with the values, we intend this description of services to be that guide -- Multnomah County and the community should make the administrative and other choices that will most clearly strengthen or create the services described below. Strengthening and creating these services, within the framework of our values, should be the purpose of all actual planning and implementation activity. Equally as important, the county, providers, and the community should expand their understanding of responsibility and their own missions to include whatever activities are necessary to create or expand the services described here.

*The Multnomah County MED system addresses the needs of consumers with widely disparate challenges and strengths who experience varying levels of functioning during the course of their illness. Within all this variation, several common consumer needs are apparent.*

### A. Common Needs of MED Consumers

1. A full range of treatment options appropriate to the varying needs and preferences of consumers.
2. A primary contact person for each consumer, with responsibility to see that the consumer receives the services they need.
3. Education for consumers about their illness, treatment options, and effective self-management techniques.
4. Clear, understandable information for consumers about their rights and responsibilities.
5. Treatment plans developed with the consumer, which have received true informed consent from the consumer, and which are revised to reflect changes in the consumers' needs and ability to participate in planning.
6. Treatment which responds to the needs of the individual consumer, including the need for effective substance abuse treatment for consumers with dual diagnoses of mental illness and substance abuse, and the need for coordination with specialized resources for consumers with dual diagnosis of mental illness and mental retardation/development disabilities (MRDD).

7. Access to medications management only treatment services when desired by the consumer and considered appropriate by the mental health services provider. Medications management only services may be appropriate both for consumers whose illness makes more extensive contact with service providers unacceptable to the consumer, and for consumers who are well stabilized, have established support systems, and are able to cope well with community living with only assistance with management of medications.
8. Treatment which is culturally appropriate and addresses the consumers' needs for communication in languages other than English.
9. Treatment which is appropriate and accessible to consumers with physical disabilities such as hearing impairment, mobility problems, blindness, etc.
10. Consumer choice of treatment providers should not be limited by strict geographic boundaries. While in most instances consumers will be best served by providers located in their geographic area, the system should permit consumers to access the services which they perceive as most appropriate to their needs. Such consumer choice must necessarily be made in concert with the selected provider which must consider whether or not services can be provided effectively to individual consumers living outside the provider's primary service area.
11. Intake and non-crisis services available outside 9-5 work day schedules for consumers who are working.
12. Access to adequate housing, income, food, and health care, including assistance accessing medical benefits and working with health and dental care providers. Varying levels of assistance should be available, including options for assistance with: locating and renting commercially available housing; accessing publicly funded low income housing resources; supported independent living programs; adult foster care; and residential care facilities. Assistance in obtaining public benefits (SSI, VA, etc.) and when needed by the consumer, assistance with the management of funds which assures that after the consumer's basic needs have been met, the consumer has ready access to their funds.
13. Assistance in selecting and accessing activities which enhance life, such as day treatment, college classes, leisure activities, and vocational training and employment opportunities.
14. Opportunities for peer support.
15. Support for family members of the MED consumer who are willing and able to provide support and assistance for the consumer, to the degree to which the consumer consents to their involvement.

16. Assistance for consumers who wish to formulate Advance Care Directives to express their wishes for treatment and decision-making should they become unable to participate in treatment decisions at some stages of their illness.
17. Ready access to information about the services available through the MED system and screening to determine whether the consumer is eligible for services. The MED system should continue to offer multiple access points so that consumers are free to contact the mental health service provider nearest their residence or another provider with whom the consumer has had a previous positive relationship. In addition to these provider access points, the MED system should provide a well-publicized resource and referral telephone service which will accept calls from both consumers themselves and from social services, law enforcement personnel, family members and others seeking assistance for consumers. The central resource and referral service should utilize trained mental health professionals to perform triage functions, identifying consumers who appear to be appropriate for services within the MED system and connecting them directly to appropriate mental health service providers. Calls from individuals who do not appear to be appropriate for services within the MED system should be referred to other appropriate community resources.
18. Ready access to appropriate investigation of reports of abuse and to protective services when needed.

*In addition to these common needs, consumers experience special needs at different times in their illness. The MED system must address the needs of consumers in crisis, consumers just leaving hospitalization, and consumers who have difficulty seeking or readily accepting help, as well as the needs of consumers who are stabilized and living within the community.*

**B. MED Consumers in Crisis Need:**

1. Twenty four hour access to trained professional help, both in person and by telephone.
2. Twenty four hour access to the state's central database which identifies the provider currently serving the consumer. This information is needed by law enforcement, emergency room, and other social service staff attempting to aid consumers in crisis who cannot identify their service providers due to their crisis condition. Providers serving consumers in crisis should make provision for access to consumer medical and advanced care directive information during hours outside normal operation of the mental health service agency.



3. Options for treatment which will ensure the safety of the consumer and the community, including options for intensive residential treatment outside of a hospital setting.
4. Treatment in a secured setting for care when exhibiting symptoms of danger to self and/or others.
5. Thorough and fair investigation of the consumer's ability to function, including the degree to which the consumer is a danger to himself/herself or others.

**C. MED Consumers Leaving Hospitalization or Other Treatment in a Secured Setting Need:**

1. Specialized assistance to return to community living, including assistance identifying and obtaining appropriate housing and treatment services.
2. Careful follow up to be certain that the consumer is receiving the assistance needed to prevent re-hospitalization or re-entry into other treatment in a security setting and to live safely within the community.

**D. Consumers Who have Difficulty Seeking or Readily Accepting Help Whether Because of Illness or Other Barriers**

*The MED system must take special care to address the needs of MED consumers who have difficulty seeking or readily accepting help whether because of illness or other barriers. This group of consumers includes both those who drop out of treatment within the system, and those who have not yet obtained services from the system.*

These consumers need:

1. Prioritization for the provision of services to those in acute need, and to those for whom MED services can help prevent acute episodes.
2. Outreach services through which mental health service providers make contact with consumers at places which are comfortable for the consumer, (including at home, in shelters or other social service agencies, at public health clinics, or on the streets).
3. Repeated contacts with consumers through which the consumer can build trust in the mental health service provider.
4. Respect for the consumer's reluctance to seek/accept services and reassurance of the consumer's rights within the MED system.
5. Opportunities for support from peers as well as providers.

6. Support and assistance for family members, friends, and other community agencies which have relationships with the consumer and are willing and able to assist the consumer to obtain MED services.

**E. Consumers Who are Stabilized in the Community Need:**

1. Opportunities to participate actively in development of treatment plans which support continuing stability and independence through utilization of appropriate services.
2. Continuing access to medication management assistance.
3. Ready access to additional support from the MED system when the consumer or their family or advocates determine that the consumer's stability and ability to cope with independent living are diminishing.
4. Assistance accessing appropriate community resources for recreation, education, and vocational opportunities.

**F. Key Concepts for the System's Response to Consumer Needs**

The MED system values identified in the System Design Planning process (Section V) should inform all aspects of the services provided by the system. Central to these values is respect for the consumer as an individual and commitment to treatment of the individual with dignity and respect. The system should focus on support for the consumers' ability to participate in planning and decision-making about the treatment they will receive. It should facilitate consumers' access to the full array of resources necessary for meaningful life in the community and develop supportive relationships with potential sources of assistance for consumers including, when appropriate, their families, their neighbors, community recreation and vocational programs, law enforcement personnel and systems, and housing resources. Based on respect for the individual, the system should strive to provide the services most effective for each individual consumer within the constraints of available resources.

In considering the needs of MED consumers in the context of extremely limited resources, we seek to replace the current inconsistent and unsystematic rationing of resources with a planned and consistent approach. Through a joint implementation planning process (described in Part VII of this report), providers, the county, consumers, and advocates should establish system-wide priorities and criteria which will ensure that individuals in similar circumstances with similar needs will be able to receive similar levels of services. These priorities and criteria will then form the basis for screening requests for MED services, both through the central resource and referral service and at participating service provider agencies.

*Services which respond effectively to acute need, and those which effectively prevent acute episodes should be considered the MED system's highest priorities.*

This prioritization reflects the county's responsibility to protect the safety of the consumer and the general public. It also reflects the financial reality that poorly managed acute needs are extremely costly to the county in the form of hospitalization charges for consumers placed on involuntary holds, and the cost of the involuntary commitment investigation process itself. Consumers who do not receive effective help to prevent acute episodes frequently require more extensive and costly services to regain their basic ability to function within the community. In fact, poor management of acute needs means that in the end, less money is available for other services and people than if acute needs receive appropriate investment up front.

## **VIII. MAKING IT HAPPEN: KEY FUNCTIONS WITHIN THE SYSTEM**

Services for consumers do not just happen. They are the products of carefully crafted and managed systems of care. The following sections outline the type of management functions that the system must have to ensure the effective and efficient delivery of services and ongoing attention to the values outlined earlier in the plan. We have grouped these functions in three categories:

- ◆ *Service Delivery* provides high quality care to consumers. The service delivery function is the most important function in the system -- the other functions exist to ensure its smooth and effective functioning.
- ◆ *Management* of finances, service quality, and service utilization ensures that consumers achieve the best possible outcome as efficiently as possible within the resources available. The management functions ensure that the system understands where it wants to go, clearly states assumptions about how to get there, and continuously learns how to do better.
- ◆ *Technical functions* include contracting, information services, human resources, and program planning and development. These link service delivery and the management functions, ensuring that the system has the resources (people, data, services) to continually improve. Technical functions are not ends in themselves, and their performance and design must always be judged in light of the degree to which they enhance service delivery and system management.

### **A. Service Delivery**

In most cases, the services described in Part V above will be most effectively provided by community based mental health service providers. The county should continue to contract with a variety of community based providers to assure provision of the full range of services needed by consumers. Some of

the services described in Part V are not currently available, or are not sufficiently available. In these instances the county will need to identify both current and new service providers willing and capable of developing the additional services. The consumer/community survey (completed as part of the MEDAC planning process) revealed significant levels of consumer satisfaction with current providers and services. As the System Design Plan is implemented, it will be extremely important to maintain continuity of services for consumers currently utilizing the system.

The county should continue to directly provide involuntary commitment investigation services and hospital discharge planning services. Both functions are directly related to the county's responsibility for protecting public safety, and also are critical to cost control activities which must prevent unnecessary hospitalization and move necessarily hospitalized consumers back into the community as quickly as possible.

Clearly, the county and its contract providers must remain committed to the provision of the highest quality of care for all consumers. Adequate training and supervision will be needed for staff at all levels. Training should include regular updates on the system's values, organization, and management systems. The values identified in Part IV of the System Design Plan should inform all services and relationships. The system should focus clearly on meeting the needs of consumers, both those actively requesting services and those whose illnesses result in difficulty in seeking and/or accepting services.

## **B. Management of the System**

New management systems and attitudes will be needed to assure the direction of the MED system in accord with the values identified in the plan and to provide the services most needed by consumers within severe resource constraints. Management systems must provide competent management of finances, service quality, and services utilization. System managers must be able to clearly state assumptions about what will or should happen and why, to monitor whether the assumptions prove true, and to determine what the system should learn in cases where they do not. In addition to the creation of new management systems, we must create a new atmosphere of cooperation and shared responsibility between the providers and the county.

### **1. Financial Management Systems**

Stronger financial management systems are needed to ensure that the clinical, systems management, and fiscal needs identified in this plan are met. Financial management systems should allow the county and providers to project costs and revenues; to understand the financial implications of various service choices, and to set priorities when resources are limited.

Financial management systems must be designed to facilitate development of a seamless system in which MED consumers are able to obtain appropriate services whether or not they are eligible for Medicaid. The current financial management system separates responsibility and authority for management of state and county general fund dollars from responsibility and authority for management of Medicaid dollars. It also currently drains state general fund dollars away from services for non-Medicaid eligible clients to provide matching dollars to obtain additional Medicaid dollars which can be expended only to treat Medicaid eligible consumers.

Further study is needed to determine whether the most effective way to implement the priorities established in this plan is to move toward a management system which places a single entity in control of all public dollars available for MED services. The overall objective of the study should be determination of the most effective way to assure that consumers who meet the priority criteria are able to receive the services which are most appropriate to them individually regardless of their eligibility for Medicaid or the current limitations on the types of services which can be billed on Medicaid.

The evaluation of potential approaches to fiscal management should include consideration of the costs of alternative approaches and the effectiveness of each approach in achieving the goals identified in this plan. The study should include specific evaluation of the costs and benefits of utilizing the county as the single entity responsible for management of state, county and Medicaid dollars for MED services. It should determine the costs of converting to a system of county management of all funds and compare the costs of ongoing operation under that system and under the current dual system.

In evaluating the feasibility of the county assuming responsibility for management of Medicaid dollars, it will be extremely important to determine whether the county can also assume authority to control these dollars. Care must be taken to avoid exposing the county to financial risk without obtaining the authority necessary to control the use of funds and avoid losses.

## 2. Priority Setting and Management of Services Utilization and Quality

In addition to improved financial management, the MED system must improve its capacity for quality management to set standards for care, identify intended outcomes, and continually monitor services to determine whether standards are being maintained and desired outcomes achieved. We believe that standards for care will be most appropriately established through joint planning which involves consumers, providers, advocates and the county. The MED program must take responsibility for managing its own operations in ways that will ensure strong consideration of MED consumer needs in the planning and management

of other county systems, especially alcohol and drug, jail, public health, and housing programs.

A key component to improving the county's capacity for quality management is the development of effective feedback loops. System-wide tracking of grievances, involuntary terminations of services, denial of services, and consumer concerns is needed to identify service gap areas and service delivery problems. The county should contract for the performance of a problem resolution function by an entity independent of both service providers and the county. While the primary goal of the problem resolution function would be assistance to consumers and providers in the resolution of difficulties using a mutual problem solving approach, the collection of data on system-wide problems will be an important secondary goal. The county should also collect additional data on service denials, involuntary terminations of services, and grievances directly from providers for use as part of continuous evaluation of service delivery issues. In both the problem resolution function and the county's own data collection activities, a focus on quality improvement rather than blame is essential.

The primary goal in developing stronger management of services utilization should be the provision to consumers of the most effective services consistent with the values and priorities of the system and the funds available. As the manager of the MED system, the county must also develop its capacity to manage utilization of services. Working with providers, consumers, and advocates, the county should define both priority populations and service packages needed to meet standards of care for consumers with specified characteristics and needs.

### 3. Planning and Advocacy

The MED system will require continuous re-evaluation and re-design as the external funding and service environment changes and as the system gathers more information about service gaps and service delivery problems. MEDAC should continue as an ongoing planning body which brings together consumers, advocates, providers, and other interested parties to regularly evaluate the system's success in meeting the needs of consumers and maintaining the system's values and priorities.

In addition to system-wide planning through MEDAC, the individual elements within the system should develop ongoing planning and evaluation processes. One outcome of such planning and evaluation efforts will be the identification of service gaps and of areas in which new or additional resources are required to effectively meet the consumer needs described within this plan. While the county should accept primary responsibility for coordinating the development of additional resources, individual providers should be encouraged to

continue and expand their current efforts to develop innovative programs and obtain additional funding outside the mental health system.

Multnomah County confronts an ongoing need for advocacy within the state mental health system to obtain adequate resources to meet the needs of the county's consumers. The county should provide leadership, coordination, and support for the full range of advocacy organizations and groups which can carry the message of consumer need to the state level.

### **C. Technical Functions**

The development of new contract mechanisms will be of critical importance once service delivery and management functions are refined. These contract mechanisms must focus attention on priority populations and on the critical issues necessary for quality service delivery and management, including consumer outcomes and the achievement of quality standards. This focus will come from a clear statement of contract performance requirements, from the use of payment mechanisms (perhaps including capitation, or payment on a per-person basis for a negotiated benefit package meeting certain quality standards) that direct attention to important clinical and service issues, and from the development of prices that clearly pay the same amount for the same service county wide.

Availability of information about consumer needs, services provided, service gaps, and costs is central to the success of efforts to continuously improve the MED system. The county needs to develop its capacity to collect, analyze, and share information needed by system managers, MEDAC planners, providers, advocates, and others working to improve the service delivery and the availability of resources within the MED system. The development of flexible and responsible management information systems is essential.

In developing its capacity to manage information, the county should focus on the key concepts of outcomes measurement. While descriptive data regarding numbers of consumers served and numbers and types of services provided are also needed, the system must develop the capacity to define desired outcomes and measure the degree to which they have been achieved.

## **IX. IMPLEMENTATION PLANNING**

*The System Design Plan has been developed as a framework to guide the Multnomah County MED system. It makes explicit shared values, goals, and priorities. Additional planning will be required for successful implementation of the System Design Plan.*

An Implementation Planning Process should begin immediately upon the adoption of the System Design Plan. It should include consumers, advocates, mental health service providers, other community resource providers, and the county MED staff in

extensive, focused discussions which result in agreement upon specific steps to be taken to implement this plan. Throughout the implementation planning process, the planning group will need access to individuals with great expertise in the operation of MED systems, delivery of MED services, managed care systems, the management of change in systems, and models for public mental health services tested in other comparable communities. The Implementation Planning Process should involve mental health professionals who work directly with consumers, including participation from the full array of mental health disciplines, social workers, nurses, psychologists, psychiatrists, rehab specialists, and others.

The System Design Plan calls for increased collaboration and cooperation between the MED system and other community resources such as law enforcement, recreation programs, vocational training programs, and basic needs social service providers. The Implementation Planning Process must provide opportunities for representatives of these community resources to participate as active partners in planning for specific operational relationships with the MED system.

The focus of the implementation planning process should be establishment of guidelines and priorities for meeting the needs of consumers. Consumer involvement in the planning process is essential. Consumers currently participating in a variety of services in the MED system as well as consumers not currently receiving services should be invited to become part of the planning process. The planning process should include training which will enable consumers and advocates to work effectively with the "experts."

Because much of the implementation planning will deal with complex technical issues, we envision the involvement of a variety of work groups composed of individuals with appropriate direct and/or technical knowledge. The overall planning effort must coordinate the work of these work groups and provide an understandable, comprehensive plan document which can be reviewed carefully by MEDAC.

*Strong leadership will be needed throughout the Implementation Planning Process. The county should consider contracting with a consultant or consultant team with extensive experience in the organization of mental health systems, and in facilitation of change in complex public systems.*

In developing the Implementation Planning Process, the need for an iterative approach to planning is acknowledged. The process will lead to the implementation of changes through which stakeholders in the system will learn what further changes are needed, and thus begin to plan again. The Implementation Planning Process will require an openness to trying approaches with an understanding that mistakes can be corrected and that joint progress rather than assignment of blame is the goal of efforts to monitor and evaluate the impact of changes.

*As part of the Implementation Planning Process, the county must review its own capacity to manage the system. The county must determine the systems and skills which will be required for the county to perform its role in the new MED system and identify specific steps to develop those systems and skills not currently available.*



The Implementation Planning Process should establish a realistic timeline to allow adequate lead time for service providers and the county to develop needed new skills and capacities. The Implementation Planning Process should define key service elements, develop requests for qualifications to identify providers (through a provider selection process) to engage in more detailed negotiations, and develop contracting approaches to be implemented, at least in part, by July 1, 1994.

*The adoption of the System Design Plan and initiation of an inclusive and well designed Implementation Planning Process will give the county a strong position from which to negotiate with the State Mental Health Division for approvals of systems changes. The approval of the System Design Plan represents a first step in the development of a partnership which links consumers, advocates, providers, other interested agencies and institutions, and the county MED staff in a common effort to continuously improve the services for MED consumers. This partnership is essential to ensure the wise use of limited resources and the development of essential new capacities and services.*

**MENTAL AND EMOTIONAL DISABILITIES ADVISORY COUNCIL**

**Directory**

**REVISED September 28, 1993**

**MEMBERSHIP**

**TELEPHONE**

**RELATIONSHIP**

**Consumers (Four Positions)**

**MARY BYRKIT**  
8291 Macleay Road, SE  
Salem, Oregon 97301  
(92)

362-5617(H)

V.P. of MEI, Oregon Disabilities  
Committee Member

**KEVIN FITTS**  
2132 SE Salmon #8  
Portland, Oregon 97214  
(92)

231-4137(W)

CHAIRPERSON (MEDAC),  
Oregon Consumers Network Inc.,  
Board of Directors, MEI

**DAVID GREEN**  
5110 SE 76th #8  
Portland, Oregon 97206  
(92)

771-5535(H)

Consumer, MEI Board President,  
V.P. of Oregon Consumers  
Network, Consumer Board  
Member of SEMHN

**VACANT**

**Hospital Representative (One Position)**

**VACANT**

**Non-Core Agency (One Position)**

**LAURA JEIBMANN**  
Metro Crisis Intervention  
PO Box 637  
Portland, Oregon 97207  
(92)

226-3099(W)

Executive Director of Metro  
Crisis Intervention

**Housing Authority of Portland (One Position)**

**GREG HENSON**  
Housing Authority of Portland  
135 SW Ash  
Portland, Oregon 97204  
(92)

273-4569(W)

SECRETARY (MEDAC),  
Housing Authority of Portland

**MEMBERSHIP****TELEPHONE****RELATIONSHIP****Citizens (Four Positions)****SANDRA BRIGHT-FISH**4638 NE Hancock  
Portland, Oregon 97213  
(93)287-6372(H)  
233-4452(W)Mental Health Advisory  
Committee Representative**BETTY GEGA**1217 NW 25th Avenue  
Portland, Oregon 97210  
(93)

228-8843(H)

Mental Health Advisory  
Committee Representative**ROBERT JOONDEPH**Oregon Advocacy Center  
625 Board of Trade Building  
310 SW Fourth Ave.  
Portland, Oregon 97204  
(92)

243-2081(W)

Oregon Advocacy Center

**MARGARET STRACHAN**1108 NE Going  
Portland, Oregon 97211  
(93)

284-6807(H)

Citizen Member

**Alternate:****Jonna Schuder**Oregon Advocacy Center  
625 Board of Trade Building  
310 SW Fourth Ave.  
Portland, Oregon 97204

243-2081(W)

**ROBERT JOONDEPH**  
Oregon Advocacy Center**Core Agencies (Two Positions)****ROD CALKINS**Mt. Hood Community Mental Health  
400 NE Seventh  
Gresham, Oregon 97030  
(93)

661-5455(W)

Executive Director of Mt. Hood  
Community Mental Health Center**CAROL CHISM**Center for Community Mental Health  
6329 NE Martin Luther King Jr. Blvd.  
Portland, Oregon 97211  
(92)

289-1167(W)

Executive Director of Center  
for Community Mental Health**Children's Representative (One Position)****VACANT**

**MEMBERSHIP****TELEPHONE****RELATIONSHIP****Parents/Advocates**

**TRISH BACKLAR**  
Dept. of Philosophy  
Portland State University  
PO BOX 751  
Portland, Oregon 97207  
(93)

725-3499(H)

PSU Faculty Member,  
Center for Ethics in  
Health Care, OHSU

**CAROL BOOS**  
775 NE Lauralhurst Place  
Portland, Oregon 97232  
(92)

232-2714(H)

Alliance for Mentally Ill

**NELLIE FOX-EDWARDS**  
13190 SW Burlwood  
Beaverton, Oregon 97005  
(92)

644-8520(H)

President of Metro Chapter  
Mental Health Association, and  
VP of State Board, WA County  
AMI, and VP of State Board

**VACANT**

**Police Department Representative (One Position)**

**COMMANDER DAVE BUTZER**  
Portland Police Bureau  
East Precint  
1111 SW 2nd  
Portland, Oregon 97204  
(93)

823-4724(W)

Portland Police Department  
Representative

**Alternate:**

**Lt. Pat Nelson**  
Justice Center

**Sheriff's Department Representative (One Position)**

**SHARON COMSTOCK**  
11540 NE Inverness Drive  
Portland, Oregon 97220  
(92)

248-5049(W)

Multnomah County Sheriff's  
Department Representative

**MULTNOMAH COUNTY MHYFSD STAFF**

<b>Rex Surface, AMH Program Manager</b>	<b>248-3691</b>	<b>EXT: 6353</b>
<b>James Edmondson, CAMHP Program Manager</b>	<b>248-3999</b>	<b>EXT: 6390</b>
<b>Jerry Wang, AMH Consumer Liaison</b>	<b>248-3691</b>	<b>EXT: 2318</b>
<b>Sue Strutz, AMH Senior Office Assistant</b>	<b>248-3691</b>	<b>EXT: 6355</b>

MEETING DATE: OCT 21 1993

AGENDA NO: R-6

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Adopting a Policy Regarding Minority and Women Business Enterprises Outreach Under the HOME Investment Partnership Program

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

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

REGULAR BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464  
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España/Cecile Pitts

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Housing and Community Services Division is requesting approval of a resolution adopting a policy regarding a minority and women business enterprise outreach program. This program is required as a condition of receipt of federal HOME Investment Partnership funds.

The HOME Consortium, of which Multnomah County is a part, has worked on the development of the program to be adopted through this resolution. The City of Portland has already adopted the policy (Resolution No. 35110); the resolution presented to the Board of County Commissioners mirrors the City of Portland's resolution.

Please schedule simultaneously with City of Portland revenue contract # 103624.

*10/27/93 copies to Rey España, Cecile Pitts &*

**SIGNATURES REQUIRED:**

*Norm Monroe  
Chip Lazewsky*

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

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

*10/27/93 copies to Rey España, Cecile Pitts &*  
**SIGNATURES REQUIRED:**  
*Norm Monroe  
Chip Lazewsky*  
**BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 OCT 12 AM 10:12**



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

TO: Beverly Stein, Multnomah County Chair

VIA: Rey Espana, Acting Director  
Housing and Community Services Division

FROM: Cecile Pitts, Manager  
Community Development Program

DATE: October 11, 1993

SUBJECT: Minority Business Enterprise Outreach Program

---

## Recommendation/Action Requested:

The Housing and Community Services Division, Community Development Program recommends the County Chair approval of the attached MBE Outreach Program required for the federal HOME Investments Partnership Program.

## Background/Analysis:

The County is requested to approve the attached MBE Outreach Program for activities funded with federal HOME Investments Partnership funding. The HOME funds are available to the County through the HOME consortium.

The County is currently in the process of revising its MBE contracting and outreach program.

## Financial Impact:

The outreach requirements of the proposed program will be applied to the projects sponsors for HOME funded activities. The cost of implementation will be funded as part of the HOME project budget.

## Legal Issues:

The HOME Consortium is established by agreement executed by the parties and approved by the federal Department of Housing and Urban Development. It is comprised of Multnomah County and the the cities of Gresham and Portland. The City of Portland functions as the lead agent for receipt of HOME funds.

Link to Current County Policies:

The proposed outreach program is consistent with County policy as documented in the HOME Consortium Agreement and the Comprehensive Housing Affordability Strategy (CHAS).

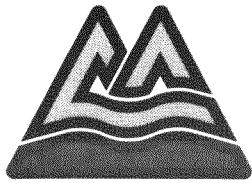
Citizen Participation:

Citizen participation regarding the MBE Outreach Program is expected to be minimal.

Other Governmental Participation:

The City of Portland and the City of Gresham have signed a similar agreement to carry out MBE Outreach activities in compliance with the HOME Investments Partnerships program.





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
H. C. MIGGINS • \*ACTING CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Beverly Stein, County Chair

VIA: Gary Nakao, Director  
Department of Social Services *Gary Nakao / AB*

FROM: Norm Monroe, Director  
Housing and Community Services Division *Norm Monroe / RE*

DATE: August 18, 1993

SUBJECT: Resolution Regarding Minority and Women Business Enterprise Outreach  
under the HOME Investment Partnership Program

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached resolution regarding Minority and Women Business Enterprise Outreach under the HOME Investment Partnership Program.

This resolution is being processed simultaneously with the HOME Investment Partnership Program revenue agreement from the City of Portland.

Analysis: The Housing and Community Services Division is proposing that the Board adopt a policy regarding minority and women business enterprise outreach under the HOME Investment Partnership Program. The program is required for the receipt of federal HOME funds; the policy being presented is similar to the one passed by the City of Portland.

Regulations governing the federal HOME Program require that grant recipients, such as the County, establish a minority and women business enterprise outreach program, to encourage use of minority and women businesses in the development of affordable housing. This resolution, with its attached program description, sets up guidelines for advertizing and directly contacting certified minority and women businesses to participate in the bidding process for public contracts related to affordable housing development. Guidelines are also stated for property owners receiving assistance under the HOME program.

Background: The County is a member of the Multnomah County HOME consortium, which has received federal funding through the U.S. Department of Housing and Urban Development. As a condition to that membership, the County must develop a minority and women business enterprise outreach program.

home94.res

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of	)	
	)	
Adopting a Policy Regarding MINORITY	)	RESOLUTION
AND WOMEN BUSINESS Enterprise	)	
Outreach under the HOME Investment	)	93-353
Partnership Program.	)	

WHEREAS, the HOME Investment Partnership Program is an entitlement grant program of the U.S. Department of Housing and Urban Development (authorized by Public Law 101-625, Title II. November 26, 1990), which assists local governments with the development of affordable housing for low and moderate income households; and

WHEREAS, Multnomah County is a recipient of a grant under the HOME Program as a member of the Portland HOME Consortium; and

WHEREAS, the regulations governing the HOME Program contained in 24 CFR 92.353 (a)(5) require that grant recipients establish Minority and Women Business Enterprise Outreach Programs to encourage the participation of these businesses in contracting opportunities under the HOME Program; and

WHEREAS, the County is committed to providing maximum opportunities for minority and women business enterprises to participate in contracting opportunities under the HOME Program.

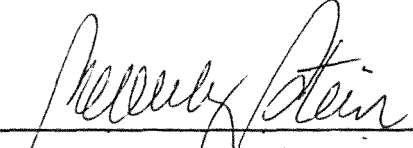
THEREFORE, BE IT RESOLVED:

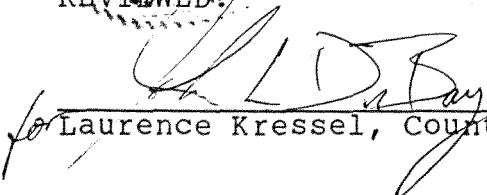
The HOME Minority and Women Business Enterprise Outreach Program attached as Exhibit A is hereby adopted.

ADOPTED this 21st day of October, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Multnomah County Chair

  
\_\_\_\_\_  
Laurence Kressel, County Counsel

HOME INVESTMENT PARTNERSHIP PROGRAM  
MINORITY AND WOMEN BUSINESS ENTERPRISE OUTREACH PROGRAM

In accordance with the regulations of the HOME Investment Partnership Program contained in 24 CFR92.352(a)(5), the Portland HOME Consortium will utilize the following minority and women business outreach program.

Efforts by Consortium and Subrecipients

The Minority and Women Business Enterprise Outreach Program statement of public policy and commitment will be adopted by the Consortium jurisdictions and a summary will be published in the Oregonian and Gresham Outlook, as well as in minority and business press. Documentation will be retained in the grant file.

The bulk of the contracting opportunities under the HOME Program will be carried out by property owners rather than the consortium jurisdictions or subrecipients. In any direct contracting carried out by Consortium members and subrecipients affirmative outreach efforts will be required. For any contracts over \$10,000, this will include advertising contracting opportunities in minority media, registering plans and specifications with plan centers, and direct outreach to potential bidders identified from the list of certified minority and women business enterprises obtained from State of Oregon Office of Minority and Women Business. For any contracts under \$10,000 the contractor solicitation process will include direct outreach to potential bidders from the list of certified businesses. For any subrecipients which are public agencies, and which have adopted purchasing procedures, those procedures will take precedence.

Efforts by Property Owners

Property owners receiving assistance under the HOME Program will be provided with minority and women business enterprise outreach materials and counseled on involving businesses in available contracting opportunities.

- \* All property owners will be provided with a current list of Minority and Women Business Enterprises which have been certified by State of Oregon Office of Minority and Women Business.
- \* All property owners will be provided with a listing of minority media and plan centers.

- \* For contracts under \$100,000, owners will be encouraged to solicit quotes from minority and women business enterprises and to use minority media and plan centers to notify businesses of contracting opportunities.
- \* For contracts over \$100,000, owners will be required to use formal advertising and bid procedures. Owners will be required to publish requests for bids in minority media and register plans and specifications at appropriate plan centers.
- \* In soliciting for contractors, property owners will be required to include language encouraging prime or general contractors to use minority and women business enterprises as subcontractors.
- \* All owners will be required to report on their efforts and accomplishments in involving minority and women business enterprises in contracts.

#### Oversight

The Director of the County Community Development Program will have oversight responsibilities with respect to the Minority and Women Business Outreach Program. An annual report will be prepared on success in involving minority and women business enterprises in both direct contacts of participant jurisdictions or subrecipients, and property owner contracts funded under the HOME Program. This report will include an assessment of outreach efforts and make recommendations for any changes or improvements to the outreach program.

MEETING DATE: OCT 21 1993

AGENDA NO: R-7

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: City of Portland Revenue Agreement for HOME Program Funds

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

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

REGULAR BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Ardys Craghead/Rey España

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Housing & Community Services Division has received \$366,135 from the City of Portland in order to provide operating grants for special needs housing and the construction of new housing for low and moderate income persons. This Program involves both the Cities of Portland and Gresham, and Multnomah County.

*10/27/93 Originals to Cella Thureau*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *Gary Nelson/DB*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

1993 OCT 12 AM 10:12  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

## MEMORANDUM

TO: Beverly Stein, Multnomah County Chair

VIA: Rey Espana, Acting Director  
Housing and Community Services Division

FROM: Cecile Pitts, Manager  
Community Development Program

DATE: October 11, 1993

SUBJECT: FY 1993-94 Revenue Agreement with the City of Portland

1993 OCT 14 AM 8:59  
MULTNOMAH COUNTY  
OREGON

### Recommendation/Action Requested:

The Housing and Community Services Division, Community Development Program recommends the County Chair approval of the attached contract with the City of Portland, Bureau of Housing and Community Development for the period February 1, 1993 through April 27, 1997.

This revenue agreement is retroactive to February 1, 1993 because that is the date established by the funding agency, the City of Portland; however, no funds were received in fiscal year 1992-93. The revenue agreement was not received by the Housing and Community Services Division until August 16, 1993.

### Background/Analysis:

The Multnomah County HOME Consortium (HOME is not an acronym) will receive \$4,297,000 from the U.S. Department of Housing and Urban Development HOME Investment Partnership Program for the federal fiscal year 1992 to develop affordable housing for low and moderate income households. The HOME program includes the Cities of Portland and Gresham, and Multnomah County. The City of Portland is the designated contact agency under this program and is allocating \$366,135 of these funds to the Community Development Program so they can provide special needs housing and the construction of new housing for these households.

The HOME Investment Partnership Program resolution and this revenue agreement are being processed together in order to appear before the Board of County Commissioners simultaneously.

Financial Impact:

Funds for this contract are included in the Housing and Community Services Division budget.

Legal Issues:

The HOME Consortium is established by agreement executed by the parties and approved by the federal Department of Housing and Urban Development. It is comprised of Multnomah County and the Cities of Gresham and Portland. The City of Portland functions as the lead agent for receipt of HOME funds.

Link to Current County Policies:

The 1993-94 revenue agreement is consistent with County policy as documented in the HOME Consortium Agreement and the Comprehensive Housing Affordability Strategy (CHAS).

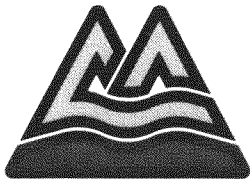
Citizen Participation:

Citizen participation regarding the HOME revenue agreement is expected to be minimal. The project selection process for use of the funding provides opportunity for citizen involvement.

Other Governmental Participation:

The City of Portland and the City of Gresham have signed a similar agreement to administer HOME funding in the City of Gresham.

Enclosures



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

BOARD OF COUNTY COMMISSIONERS  
H. C. MIGGINS • \*ACTING CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Beverly Stein, Multnomah County Chair

VIA: Gary Nakao, Director  
Department of Social Services *Gary Nakao /NB*

FROM: *Ardis Craghead*  
~~Norm Monroe~~, Director  
Housing and Community Services Division

DATE: August 23, 1993

SUBJECT: FY 1993-94 Revenue Agreement with the City of Portland

Retroactive: This revenue agreement is retroactive to February 1, 1993 because that is the date established by the funding agency, the City of Portland; however, no funds were received in fiscal year 1992-93. The revenue agreement was not received by the Housing and Community Services Division until August 16, 1993.

Recommendation: The Housing and Community Services Division, Community Development Program recommends County Chair approval of the attached contract with The City of Portland, Bureau of Community Development, for the period February 1, 1993 through April 27, 1997.

Analysis: The Multnomah County HOME Consortium (HOME is not an acronym) will receive \$4,297,000 from the U.S. Department of Housing and Urban Development HOME Investment Partnership Program for the federal fiscal year 1992 to develop affordable housing for low and moderate income households. The HOME program includes the Cities of Portland and Gresham, and Multnomah County. The City of Portland is the designated contact agency under this program and is allocating \$366,135 of these funds to the Community Development Program so they can provide special needs housing and the construction of new housing for these households.

The HOME Investment Partnership Program resolution and this revenue agreement are being processed together in order to appear before the Board of County Commissioners simultaneously.

Background: Funds for this contract are included in the Housing and Community Services Division budget.

pdxhome



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103624

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>REVENUE</b> <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> AGENDA # <u>R-7</u> DATE <u>10/21/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Social Services Division Housing Date August 23, 1993Contract Originator Cilla Murray Phone 5464 Bldg/Room 161/2Administrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2Description of Contract Funds will pay for Multnomah County's portion of the HOME program.RFP/BID # N/A-Revenue Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Bureau of Community Development attn: Martha McLennanMailing Address 808 SW Third, Suite 600  
Portland OR 97204Phone 823-2375

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

Effective Date February 1, 1993Termination Date April 27, 1997

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ 366,135**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 28 Sept 93

Date \_\_\_\_\_

Date Oct 15 1993Date October 21, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	5400			2114			HOME	366,135		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## AGREEMENT NO.

An AGREEMENT between the CITY OF PORTLAND (City) and Multnomah County (County) for implementation of activities under the 1992 grant for the HOME Investment Partnership Program of the U.S. Department of Housing and Urban Development.

### RECITALS:

1. The Multnomah County HOME Consortium is the recipient of \$4,297,000 funding for Federal Fiscal Year 1992 under the U.S. Department of Housing and Urban Development HOME Investment Partnership Program (authorized by Public Law 101-625, Title II, November 26, 1990) for the development of affordable housing for low and moderate income households.
2. The City of Portland is the lead agency for the Consortium, and as such is responsible for applying for, and receiving and administering the grant funds.
3. The City has now submitted the required HOME Program Description and received approval from the U.S. Department of Housing and Urban Development.
4. On July 8, 1992 the City Council adopted Ordinance No. 165597 which authorized the Mayor to execute the HOME Program Funding Approval and Agreement.
5. It is appropriate and in the public interest that contracts be executed with agencies to implement the 1992 HOME Program.
6. Multnomah County is capable and willing to implement a portion of the 1992 HOME Program relating to affordable housing development in the amount of \$366,135.
7. Additional HOME funds in the amount of \$24,865 are attributed to provide services for tenant based rental assistance (\$19,000) and pre-development or technical assistance loans to Community Housing Development Organizations (\$5,865). These funds will be contracted by the City of Portland directly to implementing agencies.

### AGREED:

#### I. Definitions

Cash Management & Information System (CMI System) is the system for managing funds in the HOME Program as described in HUD Community Planning and Development Notice 92-18, issued June 9, 1993.

Commitment means the commitment of funds to specific HOME eligible projects and as defined at 24 CFR 92.2 and the completion of the project set-up in the CMI system as described in CPD Notice 92-18.

Community Housing Development Organization (CHDO) as defined at 24 CFR 92.2.

Consortium is the Multnomah County HOME Consortium whose members are the City of Portland, the City of Gresham and Multnomah County. The Consortium Agreement was approved by the City of Portland by adoption of Ordinance No. 164470, July 17, 1991.

Designation of CHDOs means the obligation and reservation of funds to a particular certified CHDO in a specific dollar amount and the completion of the designation process as described in CPD Notice 92-18.

Period of Affordability is the length of time that HOME tenant guidelines, rent affordability, Housing Quality Standards and other compliance regulations apply to a particular project. The period of affordability will vary based on the HOME activity and the amount of subsidy provided to the project per 24 CFR Part 92.

## II. Scope of Work

A. The County will conduct HOME eligible projects in accordance with the HOME Program Description submitted by the City to HUD and approved as of April 30, 1992, as follows:

1. Program Administration: Administration activities of the County in managing HOME funded projects.
2. Operating grants to CHDO in accordance with regulations to be developed by HUD.
3. Special Needs Housing Acquisition & Rehab: Acquisition, rehabilitation or new construction of permanent rental housing for special needs populations identified in the CHAS.
4. New Construction of Affordable Rental Housing: New construction of one affordable rental housing project.

B. Activities may be carried out by the County or project sponsors as appropriate and eligible under the HOME Program regulations contained in 24 CFR 92.

C. Any proposed changes to the projects activities must be approved by written amendment of this Agreement. Changes may necessitate amendment of the approved Program Description and/or HUD review and approval. The County shall be responsible for preparing necessary documentation, justifications or materials to substantiate such changes and providing it to the City which will file or transmit such documents to HUD as appropriate. If HUD approval is required, changes to this Agreement will not take effect until such approval is received.

- D. Certain activities under this agreement may require special approval or documentation per the HOME Program regulations at 24 CFR Part 92. These activities include, but are not limited to, new construction, first time homebuyer assistance programs, and tenant based rental assistance. Should such approval or documentation be required for activities under this Agreement, the County shall be responsible for preparing necessary materials and submitting them to the City. The City will file or forward such materials to HUD as appropriate and notify the County when they can proceed with the activity.
- E. In addition to other income targeting requirements of the HOME Program, if any funds under this Agreement are used for rental housing projects or tenant assistance, ninety percent of such funds must assist tenants with incomes below 60 percent of the area median income.
- F. The County may not commit any HOME funds to projects until the environmental review requirements contained at 24 CFR 92.633 and 24 CFR Part 50 have been met. The County will be responsible for preparing all required environmental review research and documents and submitting them to the City. The City shall be the Certifying Officer for the purpose of environmental review. The County shall prepare and publish all necessary public notices on behalf of the City and shall identify the City to receive any public comments. The City will process all necessary Requests for Release of Funds (RROF). When the RROF has been approved by HUD, the City will notify the County that funds may be committed to the project. All review documentation, correspondence, public notices and other documents pertaining to environmental review shall be maintained by the City.
- G. Timelines for Carrying Out Project Activities
1. Funds under this agreement must be obligated, committed and expended in the CMI System according to the regulations governing the specific project activities as follows:
    - a. The commitment of all funds, including those within the CHDO Set-Aside by April 29, 1994.
    - b. The expenditure of all funds by April 29, 1997.
  2. If the County has not committed all funds under this Agreement by January 28, 1994, the County and City will confer regarding potential projects. The City, at its sole discretion, may unilaterally amend this Agreement to reduce the funds to the County in the amount of uncommitted funds for re-programming to other agencies implementing projects in the Consortium.

3. If the City does not amend this Agreement and re-program funds prior to program deadlines, and funds are de-obligated by HUD, then this Agreement will be automatically amended to reduce the funding to the County in the amount of de-obligation. The City will notify the County of such de-obligation and prepare the necessary amendment to this Agreement. This reduction will be binding on the County.

#### H. CHDO Set-aside:

1. A minimum of \$58,650 funding within this contract shall be set-aside for development projects with Community Housing Development Organizations (CHDOs).
2. CHDOs will be certified by the City Bureau of Housing & Community Development. CHDOs must be certified prior to the reservation of funds under the set-aside. Certification will be evidenced by a letter from the City Bureau of Housing & Community Development.
3. The CHDO set-aside must be committed to specific eligible projects by April 29, 1994. Commitment will require that a project set up be completed in the CMI System. If by October 30, 1993 all set-aside funds have not been committed, then the County and City will confer regarding potential projects. At any time after October 30, 1993 and prior to April 29, 1994, the City, at its sole discretion, may unilaterally amend this Agreement to reduce the funds to the County in the amount of uncommitted funds for re-programming to other agencies implementing projects in the Consortium. The City agrees that it will not exercise this clause if the Consortium as a whole is meeting the CHDO set-aside requirements of the HOME Grant Agreement.
4. Should the City not amend this Agreement and re-program funds prior to deadlines for obligation and commitment of the CHDO Set-Aside, and the funds are de-obligated by HUD, then this Agreement will be automatically amended to reduce the funding to the County in the amount of de-obligation. The City will notify the County of such de-obligation and prepare the necessary amendment to this Agreement. This reduction will be binding upon the County.

#### I. Monitoring for Regulatory Compliance

1. The County will be responsible for monitoring all projects for compliance with HOME regulations contained in 24 CFR 92 including all cross-cutting regulations such as Davis-Bacon, Lead Based Paint, etc.

2. The County shall monitor each project throughout the pre-development, development and rent-up phases to insure that the project initially complies with the HOME and other applicable federal regulations.
3. The County shall also be responsible for ongoing monitoring during the period of affordability for each project. This monitoring shall include required housing quality inspections, compliance with rent guidelines, and income verifications of tenants, as well as any other periodic monitoring required under the HOME regulations. The County shall provide reports of monitoring findings to the City as required under the HOME regulations.
4. If at any time during the period of affordability a project is found by HUD not to qualify as affordable housing, the County will be responsible for repaying such funds disallowed by HUD to the City subject to first pursuing corrective and remedial actions and sanctions authorized at 24 CFR 92.551 and 552.

### III. Compensation & Method of Payment

- A. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THREE HUNDRED SIXTY SIX THOUSAND ONE HUNDRED AND THIRTY FIVE DOLLARS (\$366,135).
- B. The budget under this agreement is as follows:
 

1. Program Administration . . . . .	24,900
2. CHDO Operating Grants . . . . .	19,550
3. Special Needs Housing Production . . . . .	150,000
4. New Construction/Affordable Rental Housing	171,685
Total . . . . .	\$366,135
- C. Changes to the approved budget must be agreed to in writing by both parties, prior to expenditure under new budget categories or amounts.
- D. This Agreement is funded by the City through the 1992 HOME Investment Partnership Program Grant Agreement (number M-92-UC-41-0203, dated April 30, 1992) between the City and the U.S. Department of Housing and Urban Development.
- E. All project set-ups and drawdowns will be processed by the City through the CMI System according to the procedures described in CPD Notice 92-18. The County will generally be responsible for preparing necessary forms for the CMI System for project set-up, project drawdown, project completion, designation of CHDOs and any other transactions in the CMI System. The City will process these forms and will send a confirming memo to the County when the transaction is entered into the CMI

System. If the City finds that the transaction cannot be processed, the City will return the documents to the County for correction.

- F. All funds received by the County must be disbursed within 15 days of receipt.
- G. All program income generated from HOME funded activities will be returned by the County to the Local HOME Account maintained by the City. Program income will be re-programmed for eligible activities under the HOME Program as mutually agreeable by Consortium members.

#### IV. Project Manager

- A. The City Project Manager will be Martha McLennan or such other person as may be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.
- C. The County Project Manager will be Cecille Pitts or such other person as may be designated in writing by the Director of the Housing & Community Services Division.

#### V. Reporting

The County shall provide such reports and other information as may be required by the City from time to time. These reports shall be in the format and meet the timelines determined by the City. Reports or other information may be required as necessary for the City to track compliance with all federal guidelines of the HOME Program, to provide required information to the U.S. Department of Housing and Urban Development, and to make such internal reports as may be required by the City.

#### VI. Monitoring & Audits

The City will monitor performance under this Agreement during the period of the Agreement and during the period of affordability for each project funded under the Agreement. Monitoring will include a review of written records and reports, and may include site visits to projects. Monitoring reports will be prepared and provided to the County noting any deficiencies and required corrective actions.

#### VII. General Contract Provisions

A. HOME Investment Partnership Regulations

All activities under this Agreement are subject to the regulations governing the HOME Investment Partnership Program contained in 24 CFR 92 and such notices, circulars and other material as may be issued by the U.S. Department of Housing and Urban Development. These regulations are incorporated by reference in this Agreement. The County is responsible for compliance with all such regulations.

A variety of applicable regulations referred to in the HOME regulations contained at 24 CFR 92 will apply to this Agreement. These include, but are not limited to Davis-Bacon, Uniform Real Property Acquisition and Relocation Act, Environmental Review, Flood Insurance, Lead-based Paint, Debarment and Suspension, etc. These regulations are incorporated by reference in this Agreement. The County is responsible and shall comply with all such applicable regulations.

B. Termination

1. Termination For Cause

In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

2. Termination for Convenience

In accordance with 24 CFR 85.44, the City and County may terminate this Agreement at any time by



mutual written agreement. If the Agreement is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Agreement less payments of compensation previously made.

### 3. Enforcement and Remedies

In the event of termination under Subsection A. hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another County, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under Subsections A. and C. hereof for a breach by the County shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Agreement by the City, then the County's remedy shall be limited to termination of the contract and receipt of payment as provided in Subsection B. hereof.

In the event of termination under Subsection A., the City shall provide the County an opportunity for an administrative appeal.

### C. Changes

The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Agreement. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

### D. Non-discrimination

During the performance of this Agreement, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of

1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
4. SECTION 3: The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

E. Access to Records

The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this Agreement, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

F. Maintenance of Records

The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement. For any projects that have long term affordability requirements, all records must be maintained for 3 years from the end of the period of affordability. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

G. Audit of Payments

The City, either directly or through a designated representative, may audit the records of the County at

any time during the 3 year period established by Section 6. above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

H. Indemnification

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

I. Liability Insurance

The County is self-insured as provided by Oregon law.

J. Workers' Compensation Insurance

The County is self-insured as provided by Oregon law.

K. Subcontracting and Assignment

The County shall not sub-contract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this Agreement, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this Agreement.

L. Conflict of Interest

No City officer or employee, during his or her tenure or

for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

No board of director member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds.

No City Officer or employees who participated in the award of this Agreement shall be employed by the County during the Agreement.

The County shall further comply with the conflict of interest provisions cited in 24 CFR 92.356.

M. Oregon Law and Forum

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

Any litigation between the City and the County arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

N. Availability of Funds

It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to unilaterally terminate the Agreement or change the scope of services as provided under Section 3. hereof. Upon termination the County will be compensated as provided under Section 2.B.

O. Compliance with Laws

In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations.

P. Authority

The representatives signing on behalf of the parties certify that they are authorized to sign this Agreement.

Q. Severability

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

R. Integration

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

S. Public Contract Provisions

All required provisions of ORS 279 are incorporated by reference, and if applicable, shall be deemed a part of this Agreement as if fully set forth.

VIII. Period of Agreement

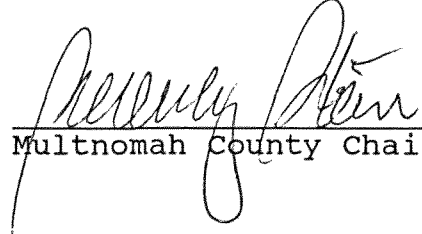
The term of this Agreement shall be effective as of February 1, 1993 and shall terminate effective April 29, 1997. The obligations and duties of this Agreement shall be binding upon the County during any period the County has control over City funds. Fund obligation, commitment and expenditure deadlines are established in Scope of Work, Section II. 6. above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1993

CITY OF PORTLAND

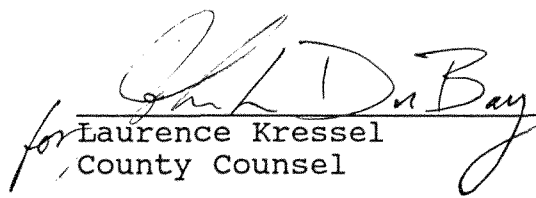
MULTNOMAH COUNTY

\_\_\_\_\_  
Commissioner Gretchen Kafoury

  
\_\_\_\_\_  
Multnomah County Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey L. Rogers  
City Attorney

  
for \_\_\_\_\_  
Laurence Kressel  
County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 10/21/93  
DEB BOGSTAD  
BOARD CLERK