

**ANNOTATED MINUTES**

*Tuesday, September 27, 1994 - 1:15 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**SPECIAL MEETING**

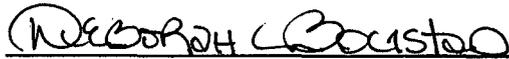
*Vice-Chair Tanya Collier convened the meeting at 1:17 p.m., with Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present, and Chair Beverly Stein excused.*

*S-1 Request for Approval of a RESOLUTION of the Board of County Commissioners of Multnomah County, Oregon, Awarding the Sale of General Obligation Library Bonds, Series 1994B; in the Aggregate Principal Amount of \$9,000,000*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF S-1. DAVID BOYER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. HOWARD RANKIN COMMENTS. RESOLUTION 94-184 UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 1:22 p.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**

  
\_\_\_\_\_  
Deborah L. Bogstad

*Thursday, September 29, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**REGULAR MEETING**

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

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-12) WAS**

**UNANIMOUSLY APPROVED.**

**AGING SERVICES DIVISION**

- C-1 *Ratification of Intergovernmental Agreement Contract 100145 Between Multnomah County and Tri-Met, Providing an Estimated 73,147 Door-to-Door Rides for Frail Elderly Persons to Go to Medical Appointments, Obtain Other Needed Services and to Attend Meal Sites, for the Period July 1, 1994 through June 30, 1995*

**COMMUNITY AND FAMILY SERVICES DIVISION**

- C-2 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person Into Custody*

**RESOLUTION 94-185.**

- C-3 *Ratification of Intergovernmental Agreement Contract 103345 Between Multnomah County and the City of Portland, Providing Funds for Youth Employment and Empowerment Project (YEPP) Services, for the Period July 1, 1994 through June 30, 1995*
- C-4 *Ratification of Intergovernmental Agreement Contract 103445 Between Multnomah County and Parkrose High School District Number 3, Providing Child and Adolescent Mental Health Services, for the Period September 1, 1994 through June 30, 1995*
- C-5 *Ratification of Intergovernmental Agreement Contract 103465 Between Multnomah County and Centennial School District Number 28J, Providing Child and Adolescent Mental Health Services, for the Period September 1, 1994 through June 30, 1995*
- C-6 *Ratification of Intergovernmental Agreement Contract 103475 Between Multnomah County and Barlow-Gresham Union High School District Number U2-20 JT, Providing Child and Adolescent Mental Health Services, for the Period September 1, 1994 through June 30, 1995*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-7 *ORDER in the Matter of the Execution of Deed D951063 Upon Complete Performance of a Contract to Robert L. Golden*

**ORDER 94-186.**

- C-8 *ORDER in the Matter of the Execution of Deed D951064 Upon Complete Performance of a Contract to Palmer O. Peterson*

**ORDER 94-187.**

- C-9 *ORDER in the Matter of Contract 15770 for the Sale of Certain Real Property to Mary A. Harper, 1/2 and Glenn E. Harper, 1/2*

**ORDER 94-188.**

- C-10 *Ratification of Intergovernmental Agreement Contract 301085 Between the Oregon Department of Transportation and Multnomah County, Providing Preliminary Engineering and Construction Financing for the NE 207th Avenue Connector/Units 2 & 3, and Authorizing the County's Share of the Project to be Deposited in the State Local Government Pool When Requested*

**DEPARTMENT OF HEALTH**

- C-11 *Ratification of Intergovernmental Agreement Contract 200875 Between Multnomah County and Oregon Health Sciences University, Providing Obstetrical and Gynecological Consultation Services to County Clients, for the Period November 1, 1994 through October 31, 1995*

**NON-DEPARTMENTAL**

- C-12 *Ratification of Intergovernmental Agreement Contract 500105 Between the Oregon Emergency Management Division and Multnomah County, Establishing a Work Plan to Receive Federal Grant Monies through the Federal Emergency Management Assistance Program, for the Period October 1, 1994 through September 30, 1995*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *PROCLAMATION in the Matter of Proclaiming October 23 through October 31, 1994 as RED RIBBON WEEK in Multnomah County, Oregon*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. GARY SMITH READ PROCLAMATION AND INVITED BOARD TO PARTICIPATE IN OCTOBER 7TH RED RIBBON KICK OFF CELEBRATION. PROCLAMATION 94-189 UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- R-2 *First Reading of a Proposed ORDINANCE Amending MCC 5.10.020(A) to Change the Liquor License Application Fees to Conform with the Fee Limitations Set by ORS 471.210(4)*

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. BOB BARNHART EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, OCTOBER 6, 1994.**

**DEPARTMENT OF HEALTH**

- R-3 *Budget Modification MCHD 2 Requesting Authorization to Increase the Homeless Children Program Budget to Reflect Receipt of a Family Planning National Priority Grant for Additional Outreach Worker Time Targeted at Increasing Hispanic/Latino Male Involvement in Family Planning and Sexually Transmitted Disease Prevention in Northeast Portland*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. CONSUELO SARAGOZA EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-4 *Budget Modification MCHD 3 Requesting Authorization to Move Positions to Correct Organizations, Reflect Changes in Job Classifications Following Personnel Actions Since Budget Submission, and Reconcile Reduced Revenue Projections from the Substance Abuse Program Medicaid Revenues*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. TOM FRONK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-5 *Request for Approval of a Notice of Intent to Apply for Implementation Phase Funding of the Robert Wood Johnson Foundation "Making the Grade" Grant for the Expansion of School Based Health Centers*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. DIANE RUMINSKI EXPLANATION AND SUBMITTAL OF REVISED MEMORANDUM. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-6 *RESOLUTION in the Matter of Relinquishing Responsibility for the Multnomah County Fair to the Friends of the Multnomah County Fair*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. BETSY WILLIAMS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. SANDI HANSEN TESTIMONY ADVISING THAT ALL CONDITIONS METRO/MERC HAD WITH COUNTY FOR 1994 COUNTY FAIR WILL BE CONTINUED FOR 1995 FAIR, ALLOWING THE FAIR PROVIDERS FREE USE OF THE FACILITY. CHAIR STEIN THANKED METRO AND MERC FOR THEIR CONTRIBUTIONS TO THE FAIR. GREG FLAKUS, FRANK KNAPP AND RICK PAUL TESTIMONY IN OPPOSITION TO BOARD APPROVAL OF RESOLUTION PENDING FRIENDS OF FAIR REVIEW OF FINANCIAL STATUS AT MEETING SCHEDULED FOR OCTOBER 6, 1994. MR. FLAKUS AND MR. PAUL RESPONSE TO BOARD QUESTIONS. MS. WILLIAMS RESPONSE TO TESTIMONY AND BOARD QUESTIONS. BOARD COMMENTS AND DISCUSSION REGARDING COUNTY PAYING 1994 FAIR DEFICIT AND BEGINNING OPERATING BALANCE FOR 1995 FAIR. BOARD CONSENSUS TO WITHDRAW MOTION AND SECOND. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT R-6 BE CONTINUED TO THURSDAY, OCTOBER 13, 1994.**

**PUBLIC COMMENT**

**R-7** *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*The meeting was recessed at 10:21 a.m. and reconvened at 10:30 a.m.*

---

*Thursday, September 29, 1994 - 10:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

**B-1** *Ballot Measures That Will be Voted on at the 1994 General Election With Major Impacts on Multnomah County Government: Measure 5 (Requiring Voter Approval of Tax and Fee Changes), Measure 13 (Prohibiting Legislating Protection for Homosexuals), Measure 15 (Mandating State Funding Level for Schools), and Measure 20 (Substituting a Transaction Tax for All Other Taxes and Governmental Revenues). Presented by Dave Boyer, Barry Crook, Larry Kressel and Dave Warren.*

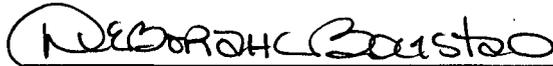
**BARRY CROOK, DAVE BOYER, LARRY KRESSEL, KEN  
UPTON AND DAVE WARREN PRESENTATION AND  
RESPONSE TO BOARD QUESTIONS AND DISCUSSION.**

**B-2** *Early Childhood Development/Ready to Learn Benchmark Plan, Parents as Teachers Program. Presented by Multnomah Commission on Children and Families, Pauline Anderson, Cornetta Smith and Helen Richardson.*

**RESCHEDULED FOR 10:30 AM, TUESDAY, OCTOBER 11,  
1994.**

*There being no further business, the meeting was adjourned at 11:05 a.m.*

**OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON**



**Deborah L. Bogstad**



# 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

#### SEPTEMBER 26, 1994 - SEPTEMBER 30, 1994

- Tuesday, September 27, 1994 - 1:15 PM - Special Meeting . . . . . Page 2*
- Thursday, September 29, 1994 - 9:30 AM - Regular Meeting . . . . . Page 2*
- Thursday, September 29, 1994 - 10:30 AM - Board Briefings . . . . . Page 4*

*Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:*

- Thursday, 6:00 PM, Channel 30*
- Friday, 10:00 PM, Channel 30*
- Saturday, 12:30 PM, Channel 30*
- Sunday, 1:00 PM, Channel 30*

**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, September 27, 1994 - 1:15 PM*

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**SPECIAL MEETING**

- S-1 *Request for Approval of a RESOLUTION of the Board of County Commissioners of Multnomah County, Oregon, Awarding the Sale of General Obligation Library Bonds, Series 1994B; in the Aggregate Principal Amount of \$9,000,000 (1:15 PM TIME CERTAIN, 10 MINUTES REQUESTED.)*
- 

*Thursday, September 29, 1994 - 9:30 AM*

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**REGULAR MEETING**

**CONSENT CALENDAR**

**AGING SERVICES DIVISION**

- C-1 *Ratification of Intergovernmental Agreement Contract 100145 Between Multnomah County and Tri-Met, Providing an Estimated 73,147 Door-to-Door Rides for Frail Elderly Persons to Go to Medical Appointments, Obtain Other Needed Services and to Attend Meal Sites, for the Period July 1, 1994 through June 30, 1995*

**COMMUNITY AND FAMILY SERVICES DIVISION**

- C-2 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person Into Custody*
- C-3 *Ratification of Intergovernmental Agreement Contract 103345 Between Multnomah County and the City of Portland, Providing Funds for Youth Employment and Empowerment Project (YEPP) Services, for the Period July 1, 1994 through June 30, 1995*
- C-4 *Ratification of Intergovernmental Agreement Contract 103445 Between Multnomah County and Parkrose High School District Number 3, Providing Child and Adolescent Mental Health Services, for the Period September 1, 1994 through June 30, 1995*
- C-5 *Ratification of Intergovernmental Agreement Contract 103465 Between Multnomah County and Centennial School District Number 28J, Providing*

*Child and Adolescent Mental Health Services, for the Period September 1, 1994 through June 30, 1995*

- C-6 *Ratification of Intergovernmental Agreement Contract 103475 Between Multnomah County and Barlow-Gresham Union High School District Number U2-20 JT, Providing Child and Adolescent Mental Health Services, for the Period September 1, 1994 through June 30, 1995*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-7 *ORDER in the Matter of the Execution of Deed D951063 Upon Complete Performance of a Contract to Robert L. Golden*
- C-8 *ORDER in the Matter of the Execution of Deed D951064 Upon Complete Performance of a Contract to Palmer O. Peterson*
- C-9 *ORDER in the Matter of Contract 15770 for the Sale of Certain Real Property to Mary A. Harper, 1/2 and Glenn E. Harper, 1/2*
- C-10 *Ratification of Intergovernmental Agreement Contract 301085 Between the Oregon Department of Transportation and Multnomah County, Providing Preliminary Engineering and Construction Financing for the NE 207th Avenue Connector/Units 2 & 3, and Authorizing the County's Share of the Project to be Deposited in the State Local Government Pool When Requested*

**DEPARTMENT OF HEALTH**

- C-11 *Ratification of Intergovernmental Agreement Contract 200875 Between Multnomah County and Oregon Health Sciences University, Providing Obstetrical and Gynecological Consultation Services to County Clients, for the Period November 1, 1994 through October 31, 1995*

**NON-DEPARTMENTAL**

- C-12 *Ratification of Intergovernmental Agreement Contract 500105 Between the Oregon Emergency Management Division and Multnomah County, Establishing a Work Plan to Receive Federal Grant Monies through the Federal Emergency Management Assistance Program, for the Period October 1, 1994 through September 30, 1995*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *PROCLAMATION in the Matter of Proclaiming October 23 through October 31, 1994 as RED RIBBON WEEK in Multnomah County, Oregon (9:30 AM TIME CERTAIN REQUESTED)*

**SHERIFF'S OFFICE**

- R-2 *First Reading of a Proposed ORDINANCE Amending MCC 5.10.020(A) to Change the Liquor License Application Fees to Conform with the Fee Limitations Set by ORS 471.210(4)*

**DEPARTMENT OF HEALTH**

- R-3 *Budget Modification MCHD 2 Requesting Authorization to Increase the Homeless Children Program Budget to Reflect Receipt of a Family Planning National Priority Grant for Additional Outreach Worker Time Targeted at Increasing Hispanic/Latino Male Involvement in Family Planning and Sexually Transmitted Disease Prevention in Northeast Portland*
- R-4 *Budget Modification MCHD 3 Requesting Authorization to Move Positions to Correct Organizations, Reflect Changes in Job Classifications Following Personnel Actions Since Budget Submission, and Reconcile Reduced Revenue Projections from the Substance Abuse Program Medicaid Revenues*
- R-5 *Request for Approval of a Notice of Intent to Apply for Implementation Phase Funding of the Robert Wood Johnson Foundation "Making the Grade" Grant for the Expansion of School Based Health Centers*

**NON-DEPARTMENTAL**

- R-6 *RESOLUTION in the Matter of Relinquishing Responsibility for the Multnomah County Fair to the Friends of the Multnomah County Fair*

**PUBLIC COMMENT**

- R-7 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

---

*Thursday, September 29, 1994 - 10:30 AM*

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

- B-1 *Ballot Measures That Will be Voted on at the 1994 General Election With Major Impacts on Multnomah County Government: Measure 5 (Requiring Voter Approval of Tax and Fee Changes), Measure 13 (Prohibiting Legislating Protection for Homosexuals), Measure 15 (Mandating State Funding Level for Schools), and Measure 20 (Substituting a Transaction Tax for All Other Taxes)*

*and Governmental Revenues). Presented by Dave Boyer, Barry Crook, Larry Kressel and Dave Warren. (30 MINUTES REQUESTED.)*

**B-2** *Early Childhood Development/Ready to Learn Benchmark Plan, Parents as Teachers Program. Presented by Multnomah Commission on Children and Families, Pauline Anderson, Cornetta Smith and Helen Richardson. (15 MINUTES REQUESTED.)*

TANYA COLLIER  
Multnomah County Commissioner  
District 3



1120 SW Fifth St, Suite 1500  
Portland, OR 97204  
(503) 248-5217

M E M O R A N D U M

---

TO: Chair, Beverly Stein  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: August 29, 1994

SUBJECT: September Absences from Board Meetings

---

On September 13, 1994, I have a previous engagement that makes it impossible for me to attend the briefing scheduled for that morning.

On September 29, 1994, I will be out of town and unable to attend the Board meeting.

BOARD OF  
COUNTY COMMISSIONERS  
1994 AUG 29 AM 11:44  
MULTNOMAH COUNTY  
OREGON

Meeting Date: SEP 29 1994

Agenda No: C-1

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: *FY 94/95 Intergovernmental Agreement with Tri-Met to purchase rides for elderly*

BOARD BRIEFING Date Requested:  
Amount of time:

REGULAR MEETING Date Requested: *September 29, 1994*  
Amount of time: *5 minutes*

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette

TELEPHONE: 248-3620

BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

The Aging Services Division requests approval of a contract with Tri-Met to purchase door-to-door rides for an estimated 1,000 elderly person. The contract provides up to \$169,090 on a requirements basis for the period July 1, 1994 through June 30, 1995.

This contract renews the agreement with Tri-Met to continue door-to-door rides for elderly persons to go to medical appointments, to obtain other needed services and to attend meal sites. The estimated 73,000 rides to be provided through this contract will maintain the FY93-94 ride level.

Aging Services Division pays a fixed cost per ride, utilizing up to \$95,314 Older Americans Act federal funds and \$73,776 County General Funds which have been budgeted for FY94/95.

Tri-Met subsidizes the balance of the costs, up to an estimated \$412,000. Riders are asked to make a voluntary confidential contribution towards the cost of the ride based on what they can afford.

*9/20/94 ORIGINALS to ASD/KATHY Gillette*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *James McConnell*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
CLATSOP COUNTY  
OREGON  
SEP 20 PM 12:52



# MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH AVE., 3RD FLOOR  
PORTLAND, OREGON 97204-2238  
SENIOR HELPLINE: (503) 248-3646  
ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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  
FROM: Jim McConnell, Director  
Aging Services Division *Jim McConnell*  
DATE:  
SUBJECT: FY1994-95 Intergovernmental Agreement with Tri-Met

Retroactive Status: This contract is retroactive to July 1, 1994. Contract processing has been delayed pending processing through the provider's system.

Recommendation: The Aging Services Division recommends Board of County Commissioners approval of the attached contract with Tri-Met, for the period July 1, 1994 through June 30, 1995.

Background/Analysis: Aging Services Division has budgeted \$169,090 of County and federal funds to purchase an estimated 73,147 door-to-door rides for frail elderly to go to medical appointments, obtain other needed services, and to attend meal sites.

This contract renews the agreement with Tri-Met to maintain the approximate number of rides and the amount of Aging Services Division funding used during the base year, FY 1992-93.

Fiscal Impact: Funds up to \$73,776 from County General Funds and \$95,314 from federal Older American Act Funds are available on a requirements basis to provide needed transportation for elderly clients not able to use the regular public transportation system. Two additional contracts with Broadway and Radio Cab companies are used as back-up services when Tri-Met is unable to schedule needed rides and will draw from the same pool of funds.

This contract maintains the cost-share arrangements of the current contract. Aging Services Division pays \$2.38/ride regardless of the length of the ride. Tri-Met subsidizes the cost of each ride, up to an estimated total of \$412,000. The actual total cost of a ride varies by the number of miles travelled and whether more than one person is going to and from the same place.

Legal Issues: This intergovernmental agreement is renewable annually without a competitive process.

Controversial Issues: NA

Citizen Participation: Transportation services are included in the Division's Area Plan for FY94/95 and the strategic plan "Aging Challenges of Tomorrow". The AAA Committee of the Portland Multnomah Commission on Aging (PMCoA) approved the Area Plan and the PMCoA held public hearings on the strategic plan. Tri-Met maintains an advisory committee, the Committee on Accessible Transportation (CAT) made up primarily of consumers of special need transportation which meets monthly to hear public comment, review program planning and operations, and make recommendations to the Tri-Met Board.

Other Governmental Participation: Community and Family Services Division uses the same special needs transportation services, but through a separate contract.  
t195.tm



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 100145

MULTNOMAH COUNTY OREGON

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

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-1</u> DATE <u>9/29/94</u></p> <p><u>DEB BOGSTAD</u></p> <p><b>BOARD CLERK</b></p>
--	--	--

Department Aging Services Division Division Aging Services Date September 19, 1994

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Purchases estimated 71,124 door to door rides for frail elderly using County and Older Americans Act funds

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

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

Contractor Name Tri-Met

Mailing Address 4012 SE 17th

Portland OR 97202

Phone 238-4879

Employer ID# or SS# 93-0579353

Effective Date July 1, 1994

Termination Date June 30, 1995

Original Contract Amount \$ \_\_\_\_\_

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

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

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

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

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

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

Monthly \$ Fee for Service Net 30

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

Requirements contract - Requisition required.

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

Requirements Not to Exceed \$ 169,090

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No

Date September 19, 1994

Date \_\_\_\_\_

Date 9/29/94

Date September 29, 1994

Date \_\_\_\_\_

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

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION    CANARY - INITIATOR    PINK - FINANCE

7/18/94

CONTRACT APPROVAL FORM SUPPLEMENT

Page 1

FISCAL YEAR: 95  
CONTRACTOR: TRIMET  
CONTRACT #: 100145  
AMENDMENT#: 0

AGENCY CODE: 86  
EFFECTIVE DATE: 1-Jul-94  
AMENDMENT DATE:  
END DATE: 30-Jun-95

LINE #	FUND	AGY	ORGN CODE	LGFS ACT	LGFS OBJT	REPT CAT	FND CAT	ORIGINAL AMOUNT	MOD1	MOD2	MOD3	FINAL AMOUNT
R1	156	010	1832	TTZZ	6060	179A COUNTR		73,776				73,776
R2	156	010	1832	TTZZ	6060	1723 IIIB R		95,314				95,314
TOTAL								169,090	0	0	0	169,090

**ORIGINAL**

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES  
 AGING SERVICES DIVISION

TERM OF CONTRACT: From: July 1, 1994 To: June 30, 1995  
 CONTRACTOR NAME: Tri-County Metropolitan TELEPHONE: 238-4879  
 Transportation District of Oregon IRS #: 93-00579353  
 CONTRACTOR ADDRESS: 4012 SE 17th  
 Portland, OR 97202

This contract is between Multnomah County Aging Services Division (also known as Area Agency on Aging) acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below, and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below.

Service	Units	Rate	Total County Funds	Program Income	Total County Funds and Program Income*
1 way ride	**	\$2.38	***Requirements	5,000	

\*Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if more program income is collected, units may be increased by an equivalent amount at the rates established above.

\*\*As scheduled by District Centers or Loaves & Fishes meal sites, up to an estimated 73,147 billable rides, subject to availability of funds. This number includes up to 2,194 (3%) of rides which were scheduled, but not provided (no-shows or late cancels). Contractor may charge the full contract rate for no-show or late cancel rides as defined in special conditions below, up to the contract limit of 3% of total rides scheduled, a maximum of 2,194 rides.

\*\*\*As required, up to a maximum of \$169,090, subject to availability of funds.

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period.

d. CONTRACTOR shall ensure that for aging services, elderly persons or others on their behalf, have a right to request information and service; that a determination of service eligibility be conducted, that persons be advised of the decision and have an opportunity to request and receive a fair hearing.

e. CONTRACTOR shall ensure that its employees are adequately trained to carry out the activities required under this contract and shall verify that its employees are processing any eligibility determinations and service authorizations correctly.

f. CONTRACTOR shall transfer existing client load to this contract to ensure continuity of service.

g. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract.

h. Provision of services under this contract is restricted to Multnomah County.

## 2. Consideration

a. CONTRACTOR shall be reimbursed on a fee-for-service basis according to the schedule set forth on page 1 and summarized on Attachment A, Budget Summary, incorporated herein by this reference. Any costs incurred by CONTRACTOR over and above the agreed sum shall be at the sole risk and expense of CONTRACTOR.

b. CONTRACTOR shall provide a minimum of \$-0- to match funding provided under this contract. This can be provided as cash, in-kind, or a combination.

c. Upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

d. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Such requests are due to COUNTY on or before the close of business on the tenth (10th) working day of each month.

Required program reports, which support payment requests, shall be submitted on or before close of business the tenth (10th) working day of each month.

e. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

f. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, or perform or document the performance of contracted services, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

g. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency.

h. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

i. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY.

Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

j. Upon termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the State of Oregon. All property purchased with COUNTY funds is the property of COUNTY.

### 3. Program Reporting Requirements

a. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

b. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect shall result in delayed reimbursement.

c. All final program reports shall be submitted to the COUNTY by the forty-fifth (45th) calendar day following the end of the effective period for that program.

d. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

4. Operating Hours

CONTRACTOR shall notify COUNTY five (5) working days in advance of any change in operating hours or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

5. Contract Amendments

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed.

6. Contract Renewal

Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period up through June 30, 1993. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply.

7. Special Conditions

A. CONTRACTOR agrees to provide rides authorized by COUNTY at a cost to the COUNTY of \$2.38 per ride. CONTRACTOR agrees to subsidize additional costs for the rides.

B. CONTRACTOR and COUNTY agree billable rides adhere to established standards and definitions, including the following:

- 1) Pick-up is within 1/2 hour of scheduled pick-up time.
- 2) Passengers are delivered within 1 hour of pick-up.

3) Pick-up for return trips shall be within 15 minutes of the telephone call if the pre-scheduled time cannot be honored by driver, employing use of back-up cab or volunteer, if necessary. Pick-up trips shall be within 30 minutes of the telephone call if the pre-scheduled time cannot be honored by the rider, employing use of back-up cab or other volunteer, if necessary.

4) No-shows are billed at the same rate as a one-way rides; late cancels are billed and counted as one-half a no-show.

5) The maximum number of no-shows to be billed under this contract is 3% of the total number of scheduled rides or 2,194 rides, whichever is less. A no-show is defined as a ride scheduled, but not provided because the client is not present at scheduled pick-up time and location; a late cancel is a ride scheduled, but not provided because the central dispatch is notified within 24 hours of the scheduled pick-up time that the ride is to be canceled.

6) Late cancels for return rides from nutrition sites are not billable.

7) All ASD agency rides are guaranteed from 6 a.m. to 6 p.m., using back-up vehicles, if necessary.

8) Rides not meeting the standards specified above shall be dealt with on a case-by-case basis.

C. CONTRACTOR agrees to work with Aging Services Division, District Center, and Nutrition Project staff to schedule and staff quarterly meetings and special meetings as necessary to identify, negotiate, and implement as feasible changes in policy and procedure which will improve quality and reliability of service delivery.

D. CONTRACTOR agrees to carry out provisions and policies of the Older Americans Act and Aging Services Division, including the collection, accounting, and utilization of client contributions and the Targeting Policy.

E. CONTRACTOR agrees to provide and document regular training and follow-up for drivers at least quarterly to ensure high quality, reliable service, and sensitivity to special needs of elderly riders and to ensure that provisions of the Older Americans Act and Aging Services Division policies are actively implemented.

F. CONTRACTOR agrees to provide required billing and service data in a format compatible with the COUNTY'S Management Information System network.

G. CONTRACTOR and COUNTY agree to work together to increase State support and maintain local resources for door-to-door transportation.

PART B. GENERAL CONDITIONS

1. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

2. Authority of Director

CONTRACTOR agrees to recognize the Director of the Aging Services Division as COUNTY'S administrative authority for services provided under this contract.

3. Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state, city, and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued state approval of COUNTY'S work plans and the continued allowability of planned services under state or federal statutes, regulations, or policies.

4. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in the Request for Proposal and Contract Renewal Packages and are hereby by this reference incorporated into this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

5. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

6. Fiscal and Audit Requirements

a. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, and other records shall be maintained to the extent necessary to clearly reflect actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

b. In Attachment A, Budget Summary, hereby incorporated into this contract, CONTRACTOR has established a price for each service provided under this contract which is based on cost of providing the service. CONTRACTOR represents and warrants that the prices shown in Attachment A, Budget Summary are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract.

c. CONTRACTOR shall arrange for an annual, agency-wide audit conducted by an independent certified public accountant and carried out within six (6) months from the end of the contract year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year provided the audit period includes at least six (6) months of this contract period. Said audit shall be performed according to federal and state law and rules; if CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. A copy of the audit and accompanying management letter shall be submitted to the COUNTY within two (2) weeks of the date of the audit report. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

7. Grievances

CONTRACTOR must establish a system through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure. CONTRACTOR shall notify COUNTY of all grievances which it is not able to resolve and shall process the grievances as directed by COUNTY, in accordance with COUNTY grievance procedures.

8. Indemnification

CONTRACTOR agrees to defend, indemnify, and save harmless the COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to the acts or omissions of the CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY and other funding sources, including the State, their agents and employees, against all suits, actions, or proceedings brought against them in connection with the CONTRACTOR'S or CONTRACTOR'S subcontractor's duties under performance of this contract. This indemnification is subject to the limitations of public body liabilities set forth under the Oregon Constitution and the Oregon Tort Claims Act.

COUNTY agrees to defend, indemnify, and save harmless CONTRACTOR and its agents and employees against all liability, losses, and costs arising from actions, suits, claims, or demands attributable or allegedly attributable to the acts or omissions of COUNTY, its employees, agents, or subcontractors. COUNTY further agrees to defend CONTRACTOR, its agents, and employees against all suits, actions, or proceedings brought against CONTRACTOR in connection with COUNTY'S performance of its duties under this contract. This indemnification is subject to the limitations of public body liabilities set forth under the Oregon Constitution and the Oregon Tort Claims Act.

9. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, STATE of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

10. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Standard Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY shall be named as an additional insured on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) covering activities of all persons having custody of funds. The bond amount will be not less than the amount of payment advanced or payable monthly (whichever is higher) by the COUNTY. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

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

coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

11. Integration

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

12. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

13. Monitoring

a. COUNTY is responsible for services provided by CONTRACTOR to ensure that all services conform to state and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

b. COUNTY is responsible for monitoring CONTRACTOR'S financial contract compliance and fiscal performance under this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. CONTRACTOR shall abide by such financial procedures as may be specified in writing by COUNTY, under the Single Audit Act of 1984 and funding source contracts. Recovery of funds shall be made as prescribed in this contract in the event of unauthorized expenditures, nonperformance of contract conditions, excess payments, payment withholding, or contract termination. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering invalid payments.

c. CONTRACTOR shall provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance.

14. Nondiscrimination

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes, rules, and regulations.

15. Ownership of Work Product

All work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

16. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR.

17. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

18. Termination

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

b. This contract may be terminated by either party by thirty (30) days written notice to the other party.

c. Immediate termination by COUNTY may occur under any of the following conditions:

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

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

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

4) If the contract between COUNTY and any funding source for provision of aging services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment,

declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

d. COUNTY may require that all expenditures be suspended upon delivery of a notice to terminate the contract, and any additional expenditures must have prior approval by COUNTY. Unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract. All unexpended money, property, and finished or unfinished documents, data, studies, and reports purchased or prepared by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

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

PART C. GENERAL CONDITIONS: AGING SERVICES

1. Advisory Committee

CONTRACTOR shall support an Advisory Committee which meets at least bi-monthly and which meets the following criteria:

a. The membership shall be broadly representative of the elderly population and should include representatives of: both sexes; major ethnic groups; professional, business, labor, government, education, volunteer, and civic groups; and clients.

b. Persons age 60 and older shall make up more than fifty percent (50%) of the Advisory Committee membership, except as waived by COUNTY, Aging Services Division.

c. Members shall serve without pay and accrue no financial benefit as a result of membership on the Advisory Committee. This does not preclude reimbursement for costs incurred.

d. The Advisory Committee shall have written by-laws which shall include the responsibility to: 1) advise CONTRACTOR regarding policies, programs, and actions affecting the delivery of services under this contract, and 2) review and comment on policies, programs, and actions of other agencies which affect older people.

CONTRACTOR shall maintain a file of all minutes of Advisory Committee meetings and make that file accessible upon request of the COUNTY.

2. Client Services

Where services are authorized by case managers, CONTRACTOR agrees to serve all clients referred for appropriate services, within constraints of funding causing waiting lists. If the safety of the CONTRACTOR or its employees is threatened or if the CONTRACTOR or its employees are subjected to discrimination, including sexual harassment, or other violation of law by a client, CONTRACTOR shall try to resolve the situation in consultation with the case manager. If the situation is not resolved, CONTRACTOR shall notify COUNTY for further action.

3. Contract Between State and County

CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in that certain contract between the State of Oregon Senior and Disabled Services Division and COUNTY, which provides funding for this contract.

4. Contractor Publicity

a. CONTRACTOR shall reference Multnomah County Aging Services Division as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah County.

b. Where the CONTRACTOR plans to use COUNTY contracted services to solicit donations and/or contributions from the public to support programs for the elderly, the CONTRACTOR shall fully disclose to the COUNTY the amount of those funds received and their planned uses. The COUNTY shall include these amounts in calculating unit costs and cost effectiveness.

5. Contributions

a. CONTRACTOR shall establish a system of informing clients of the opportunity to make a contribution toward the cost of services received. The system shall explain the contributions policy to each client, ensure the privacy of the contribution, and establish appropriate accounting controls. All such contributions shall be retained and used by CONTRACTOR to extend services to eligible clients in accordance with Aging Services Division policy, subject to COUNTY'S continuing approval. CONTRACTOR shall assure that the provision of service to an older person is not made dependent upon a contribution.

b. CONTRACTORS delivering sliding fee scale services shall, instead, use the fee scale provided by COUNTY to notify clients of the fee assessed for service based on their net income and shall establish appropriate collection, follow-up, and accounting mechanisms.

6. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY, including coordination with Aging Services Division's Long Term Care Branches and program, and to provide all data which may be required by COUNTY and state programmatic goals. CONTRACTOR representatives at COUNTY'S monthly "Contractors Meeting" shall have the responsibility and authority to update the COUNTY on CONTRACTOR'S activities that have an impact on the aging services system.

7. Copyright and Patent Infringement

CONTRACTOR agrees that the U.S. Department of Health and Human Services and the State of Oregon will receive a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to do so, all instructions, files, and documents relevant to information developed in whole or in part from funding derived from this contract.

8. Private, Proprietary Provider Approval

CONTRACTOR, if a private proprietary provider and receiving funds under the Older Americans Act, acknowledges that this contract must be approved by the State Senior and Disabled Services Division before this contract is effective.

9. Retention of Records

a. All financial records, including but not limited to books, invoices, statistical records, and supporting documents pertinent to this contract, shall be retained for three (3) years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. CONTRACTOR shall retain client service files and records for a period of five (5) years.

c. Records involving matters in litigation shall be kept no less than one year after final resolution, which includes all appeals.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

TRI-METROPOLITAN TRANSIT DISTRICT OF OREGON

BY James H. Leonard 7-27-94  
Aging Services Division Director Date

Tom Walsh 8/31/94  
General Manager Date

BY Beverly Stein 9/29/94  
Multnomah County Chair Date

REVIEWED:  
LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By Laurence Kressel 9/20/94  
~~H. H. Lazenby, Jr.~~ Date  
~~Assistant County Counsel~~

APPROVED AS TO LEGAL SUFFICIENCY:

N. Butch Pribbanow  
Assistant General Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

7/18/94

CONTRACT BUDGET/REQUIRMENTS SUMMARY

Page 1

CONTRACTOR: TRIMET  
 CONTRACT #: 100145

SERVICE	# OF UNITS	ASD FUNDS	PROGRAM INCOME	SUBTOTAL ASD	CONTRACT RATE	AGENCY UNIT SUBSIDY				TOTAL CONTRACT	UNIT RATE	AGENCY PROGRAM SUBSIDY				
						AGENCY CASH	AGENCY INKIND	AGENCY TOTAL	AGY SHARE PER UNIT			AGENCY CASH	AGENCY INKIND	AGENCY TOTAL	OTHER UNITS	AGY PER
51R TRANSPORTATION	70,953	163,867	5,000	168,867	2.38	412,000	0	412,000	5.81	580,867	8.19	0	0	0		
REQUIREMENTS:FUNDS ARE AVAILABLE FOR SERVICES AS NEEDED AND AUTHORIZED -- NOT TO EXCEED THESE LIMITS																
58R TRANSPORTATION NO-SH	2,194	5,222	0	5,222	2.38	0	0	0	0.00	5,222	2.38	0	0	0		
REQUIREMENTS:FUNDS ARE AVAILABLE FOR SERVICES AS NEEDED AND AUTHORIZED -- NOT TO EXCEED THESE LIMITS																
TOTAL		169,089	5,000	174,089		412,000	0	412,000		586,089		0	0	0		

TRI-COUNTY  
METROPOLITAN  
TRANSPORTATION  
DISTRICT  
OF OREGON



**TRI-MET**

4012 S.E. 17TH AVENUE  
PORTLAND, OREGON 97202

Tri-Met is self-insured for its comprehensive general liability exposures. We are subject to the Oregon Tort Claims Act which limits us to a maximum of \$100,000 per individual and \$500,000 in the aggregate per occurrence.

We are self-insured for Worker's Compensation as authorized by the State of Oregon.

If you need any additional information, please feel free to give me a call at my direct-dial number, 238-4886.

Sincerely,

A handwritten signature in cursive script that reads "Karen Frey".

Karen Frey  
Risk Manager

KF/brt

# Conflict Statement

for all contracts in excess of \$1,000

NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST MAY RESULT IN CONTRACT CANCELLATION.

(Complete Part A or Part B)

## Part A

I certify, to the best of my knowledge, that no owner, investor or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

**Familial relationships** include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sister-in-law, or brothers-in-law.

**Financial relationships** include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed           RITA MCNEIL *Rita McNeil*           Date           5/10/94          

## Part B

I certify, to the best of my knowledge, that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organizations and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

<u>Name of related owner, investor, or employee</u>	<u>Nature of relationship</u>	<u>Name of County employee or official</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed \_\_\_\_\_ Date \_\_\_\_\_

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION

RECEIVED

MAY 26 1994

AGING SERVICES DIVISION

MEETING DATE: SEP 29 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Program Initiated Peace Officer Hold Designees

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

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

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

Amount of Time Needed: 3 Minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Children and Family Services

CONTACT: Cathy Horey TELEPHONE #: 248-5464 ext. 4447

BLDG/ROOM #: 160/6th Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Cathy Horey

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Routine Request for Program Initiated Peace Officer Hold Designees

No Budget Impact

See Attached Briefing Memo

*9/29/94 copy to CATHY HOREY*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *Lorenzo Poe mps*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 SEP 19 PM 5:12

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADULT MENTAL HEALTH PROGRAM  
426 SW STARK, 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-5464 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  
FROM: LOLENZO POE, *Lorenzo Poe* DIRECTOR  
COMMUNITY AND FAMILY SERVICES DIVISION

TODAY'S DATE: September 14, 1994

REQUESTED PLACEMENT DATE: ASAP

RE: PROGRAM INITIATED PEACE OFFICER HOLD DESIGNATION  
(PIPOH)

- I. Recommendation/Action Requested:  
Ratification of the changes in the list of designees for Program Initiated Peace Officer Holds (mental health holds).
- II. Background/Analysis:  
The Community and Families Services Division has participated in the training of these individuals and believe that they can perform Program Initiated Police Officer holds in accordance with ORS 426.233. Due to staff turnover, new designees need to be added to the authorized list.
- III. Financial Impact:  
No impact.
- IV. Legal Issues:  
The rules governing Program Initiated Police Officer Holds are found in ORS 426.233.
- V. Controversial Issues:  
Process has been in effect since 1987. We see no current political controversy in this matter.
- VI. Link to Current County Policies:  
This is consistent with current County policies.
- VII. Citizen Participation:  
We do not anticipate citizen involvement at this meeting.
- VIII. Other Government Participation:  
There are no other jurisdiction/county departments affected.

BEFORE THE BOARD OF COMMISSIONERS  
FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees )  
of the Mental Health Program Director )  
to Direct a Peace Officer ) Resolution  
to Take an Allegedly Mentally Ill Person )  
into Custody )

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

- Cathy Holbrook, M.E.D. (ICP)
- Kay Peterson, Mental Health Services West
- Victoria Shahan, Mental Health Services West
- Margaret Kaveny, Garlington Center
- Artice Geary, Garlington Center
- Simone La Pay, Garlington Center
- Stephen Brennan, Ryles Center
- Jean Briesenick, Garlington Children's Program
- Kathie L. Prieto-Braker, Garlington Children's Program
- John Mark Dilworth, Ryles Center
- Jan S. Bos, Ryles Center
- Sydney McKay, Ryles Center
- Janet Turner, Ryles Center
- Maxine Stone, Ryles Center
- Jeff Liddell, Mt. Hood Counseling Center
- Lisa Nikunen, Mt Hood

DATED this \_\_\_\_\_ of \_\_\_\_\_, 1993

BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Beverly Stein  
Chair, Board of Commissioners

REVIEWED BY  
LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
H.H. Lazenby  
Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing Designees of )  
the Mental Health Program Director to ) RESOLUTION  
Direct a Peace Officer to Take an Alleged- ) 94-185  
ly Mentally Ill Person Into Custody )

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; now therefore

IT IS HEREBY ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

- Cathy Holbrook, M.E.D. (ICP)
- Kay Peterson, Mental Health Services West
- Victoria Shahan, Mental Health Services West
- Margaret Kaveny, Garlington Center
- Artice Geary, Garlington Center
- Simone La Pay, Garlington Center
- Stephen Brennan, Ryles Center
- Jean Briesenick, Garlington Children's Program
- Kathie L. Prieto-Braker, Garlington Children's Program
- John Mark Dilworth, Ryles Center
- Jan S. Bos, Ryles Center
- Sydney McKay, Ryles Center
- Janet Turner, Ryles Center
- Maxine Stone, Ryles Center
- Jeff Liddell, Mt. Hood Counseling Center
- Lisa Nikunen, Mt. Hood Counseling Center

DATED this 29th day of September, 1994.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED  
LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

*Laurence Kressel*  
Laurence Kressel





# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/RZ*  
DATE: August 30, 1994  
SUBJECT: Revenue Agreement from City of Portland for YEEP Services

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of the attached revenue agreement from the City of Portland for the period July 1, 1994 through June 30, 1995. The revenue agreement is retroactive to cover ongoing services. It was received for processing by the County after August 22, 1994.

**II. Background/Analysis:** The Community and Family Services Division has received an annual renewal revenue agreement from the City of Portland, to pay for Youth Employment and Empowerment Project (YEEP) services. The agreement is for \$209,456.

The YEEP project trains and employs high risk youth, using community-based service providers to arrange for the training, provide case management, and find jobs. The project is in its third year of operation.

**III. Financial Impact:** The contract is for \$209,456. This amount is already included in the Adopted County Budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** The YEEP program relates to benchmarks concerned with increasing public safety and reducing poverty.

**VII. Citizen Participation:** The YEEP program involves community players through its steering committee.

**VIII. Other Government Participation:** This is a revenue contract from the City of Portland. Additional funding for the program comes from the federal Bonneville Power Administration and the state.

pdxyeep.srs

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedures CON-1)

Contract # 103345

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

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-3</u> DATE <u>9/29/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	---

Department: \_\_\_\_\_ Division: Community & Family Services Date: August 30, 1994  
 Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_  
 Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd  
 Description of Contract: **Revenue agreement for Youth Employment and Empowerment Services.**

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

<p>Contractor Name: <u>City of Portland BHCD</u></p> <p>Mailing Address: <u>808 S.W. 3rd, #600</u> <u>Portland, Oregon 97204</u></p> <p>Phone: <u>(503)823-2375</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>209,456</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>quarterly</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

**REQUIRED SIGNATURES:**

Department Manager: *Solengo Poe / RE* Date: 8/31/94

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

County Counsel: *[Signature]* Date: 9/20/94

County Chair/Sheriff: *[Signature]* Date: September 29, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	0130			2770			City of Pdx, YEOP	\$209,456	

## INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is between Multnomah County through it's Community and Family Services Division (COUNTY) and the City of Portland (CITY). It is for the period beginning July 1, 1994, and ending June 30, 1995.

### Recitals:

- A. There is a need to provide gang involved and gang affected youth with career based employment opportunities.
- B. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
- C. Multnomah County has been designated to coordinate and provide service to this population.
- D. The COUNTY intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
- E. Funding is provided by the CITY of Portland, the State of Oregon, and other sources.
- F. The CITY has committed \$209,456 for fiscal year 1994-95.
- G. The service agencies participating as the Youth Employment and Empowerment Coalition include but are not limited to: Urban League, Emmanuel Community General Services, Yaun Child Care Center, Minority Youth Concerns Action Program, Open Meadow Learning Center, Portland House of Umoja, Private Industry Council, Lents Education Center, Self Enhancement, Inc., Portland Opportunities Industrialization Center, Christian Women Against Crime, Northeast Neighborhood Coalition, Oregon Outreach, Portland Impact, Oregon Human Development Corporation, International Refugee Center of Oregon, and Mainstream Youth Program, Inc.
- H. The CITY now desires to enter into a formal agreement with the COUNTY for \$209,456 so that the COUNTY can proceed with this project without delay.

Now, therefore, in consideration of their mutual promises, the parties agree to the following:

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 2 of 9

### 1. COUNTY's Responsibilities:

- A. The COUNTY will contract with agencies of the Youth Empowerment and Employment Coalition Project and the receiver of all money towards the development of that project.
- B. The COUNTY will assign a minimum of one FTE Staff to coordinate the project and oversee contractual process, to be placed at the Community and Family Services Division.
- C. The COUNTY, within 30 days of completion of contracts with participating agencies, will forward all contracts and associated budgets to CITY.
- D. The COUNTY will report quarterly to the CITY regarding expenditures of all dollars associated with this contract for this project.
- E. The COUNTY will report quarterly to the CITY regarding the number of youth served and the services the youth receive under the terms of this project.
- F. That COUNTY then agrees:
  - 1) The **TARGET POPULATION** which this project will serve includes:
    - a) gang involved and gang affected youth;
    - b) ages 14 and older;
    - c) males and females;
    - d) referred for service from one of the Coalition agencies.
  - 2) Under the terms of this agreement, a minimum of **202 youth will receive service**, of which a minimum of **202 will graduate from the pre-employment curriculum**, with a minimum of **202 being placed successfully in full, part, or summer time employment**.
  - 3) The **SERVICES** targeted at this population may include, but are not limited to, the following areas:
    - a) Pre-Employment Training: Needs assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, Birth Certificate).
    - b) Job Readiness Skills/Work Maturity: Demonstrating positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 3 of 9

- c) supervisors, giving meaningful feedback to supervisor.
  - c) Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place attitude, support for the youth and employer to maintain a positive employment situation.
  - d) Academic Skills: GED preparation and completion, educational tutoring, alternative educational services, basic educational services.
  - e) Support Services: Case management, drug and alcohol assessment, treatment and recovery support, basic living needs (transportation, clothing, food), self-esteem enhancement, cultural awareness, life skills development, moral and social enhancement, support services for parents, extended family and friendship bonding.
  - f) Entrepreneurial Development: assistance in creation and development of entrepreneurial enterprises.
- 4) These services will be provided through a collaborative effort of participating agencies. The **SERVICE DELIVERY MODEL** will include the following elements:

### Intake

- a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
- b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
- c) Agencies will conduct a uniform intake and collect common client information.
- d) Agencies will insure that youth have any essential employer required information.

### Pre-employment Training

- a) Agencies will provide pre-employment training from curriculum which meets the commonly accepted work standards and competencies (see Attachment A).
- b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

Job Placement and Job Site Monitoring

- a) The Community and Family Services Division will act as the single point of contact for job referrals. Employers will refer all jobs to the Division.
  - b) The Community and Family Services Division will accept all job referrals and bring them to the Screening Committee of coalition agencies participating in the project. This Committee will coordinate the assignment of job referrals for interviews. This Committee will meet regularly to coordinate referrals to ensure a timely response to employers. The Division will coordinate this Committee's activity.
  - c) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
  - d) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
- 5) The following **MILESTONES** will be established in the implementation of this project:
- a) Of the 202 youth served under this agreement, 202 youth will complete and graduate from the pre-employment training and curriculum;
  - b) Of those 202 youth graduating to the Screening Committee for employment interviews, 202 youth will be placed in full, part, or summer-time employment throughout the duration of this project.
  - c) Youth will be considered successful in their employment placements when they remain employed for a minimum of 60 days.
- 6) The COUNTY will also report on the education progress of participants while in the project.
- G. The COUNTY will follow generally accepted fiscal management and accounting principals.
- H. The COUNTY will provide for the CITY an annual project evaluation within three (3) months of project termination.
- I. The COUNTY will waive all administrative costs associated with this project.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 5 of 9

### 2. CITY's Responsibilities:

A. The CITY will pay the County on the following schedule:

At the beginning of each quarter of service (July, October, January, and April), a fourth of the total award will be paid to COUNTY upon receipt of billing invoice from COUNTY.

B. The CITY will bring to the COUNTY's attention any problems or concerns they have with the payment process, as soon as said problems occur.

C. Funds paid by the CITY to the COUNTY under this agreement are restricted funds. The COUNTY agrees to expend the agreement funds strictly in accordance with the terms of this agreement.

D. The CITY reserves the right to periodically audit and review the actual expense of the COUNTY for the following purposes:

- 1) **AUDIT OF PAYMENTS.** The CITY, either directly or through a designated representative, may audit the records of the COUNTY at any time during the period covered under this agreement. 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 the CITY.
- 2) If it is determined from the COUNTY's expense statements or the audits referred to above that funds remain at the end of the agreement after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain restricted and used to provide services during the subsequent agreement period. The COUNTY agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the CITY and COUNTY do not enter into a subsequent agreement for the services hereunder contracted, the COUNTY will promptly refund the surplus restricted funds.

3. Billing: CITY will pay COUNTY in payments upon receipt of invoice from COUNTY, as covered under the periods designated in the terms of this agreement.

4. Program Records, Control Reports, and Monitoring Procedure: The COUNTY agrees to maintain program records including statistical records and to provide program records to the CITY at times and in the form prescribed by the CITY. The COUNTY agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The COUNTY also agrees that a program and facilities review may be conducted at any reasonable

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 6 of 9

time by persons authorized by the CITY. The COUNTY agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect cost and funds expended in the performance of this agreement and all revenue received for programs under this agreement. The COUNTY agrees to collect financial statistics on a regular basis to make financial reports at times and in the form prescribed by the CITY.

5. Indemnification and Insurance: Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless the CITY, its officers, employees and agents, from all claims, suits, actions or expenses of any nature arising in favor of any person, resulting from or arising out of the acts, errors or omissions of the COUNTY acting pursuant to the terms of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, from all claims, suits, actions or expenses of any nature arising in favor of any person, resulting from or arising out of the acts, errors or omissions of the CITY acting pursuant to the terms of this agreement.

Both the CITY and the COUNTY shall at all times have in effect comprehensive liability insurance and property damage insurance covering their respective acts and omissions under this agreement, or self insure for such risks. Such liability insurance, whatever the form, shall be in an amount not less than the limits of the public tort liability specified in ORS 30.270.

6. Compliance With Applicable Law, Licensing, and Program Standards: The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. COUNTY shall comply with applicable state, county, and municipal standards for licensing, certification, and operation of required facilities; shall maintain any applicable professional license or certificate required to perform these services described in this contract and shall comply with any other standards or criteria described in this contract.
7. Equal Rights: The COUNTY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. Renegotiation or Modification: All alterations, variations, modifications, and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 7 of 9

9. Excuses for Nonperformance: Neither party to this contract shall be held responsible for delay or failure in the performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract and after given written notice to the other party of the cause, its effects on contract performance, and effective date of termination that the contract is so terminated the obligation of the CITY shall be limited to the payment for services provided in accordance with the contract prior to the date of termination.
  
10. Remedies: If the COUNTY fails to provide the services or perform any of the other requirements under the contract and such failure is not excused, the CITY, after given the COUNTY written notice of such failure may withhold part or all of the COUNTY's payment of services until such failure is corrected. If the COUNTY does not correct such failure within a reasonable time allowed by the CITY, the CITY may terminate the contract and any actions taken or not taken under it shall not affect the CITY's rights under the Termination section. The rights and remedies of the CITY in this section are not exclusive and are in addition to any other rights and remedies provided to the CITY by law or under this contract.
  
11. Termination:
  - A. This contract may be terminated by mutual consent of both parties or by either party upon sixty days written notice delivered personally or by certified mail.
  
  - B. The CITY may also terminate this contract effective upon delivery of written notice to the COUNTY or at any later date as may be established by the CITY under any of the following conditions:
    - 1) If CITY funding from federal, state, or other sources is not obtained; if decreased modified or limited; or if CITY expenditures are greater than anticipated such that funds are insufficient to allow for the purchase of services required under this contract. The contract may be modified to accommodate the change in available funds;
  
    - 2) If federal or state laws, regulations, or requirements are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract and no longer qualify for the funding proposed for payments authorized by this contract;

**INTERGOVERNMENTAL AGREEMENT**

**City of Portland**

**Page 8 of 9**

- 3) If any license or certificate required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the COUNTY no longer meets requirements for such license or certificate.
12. Funds Available and Authorized: The CITY certifies that at the time of signing this contract sufficient funds are authorized and available or anticipated to be available for the expenditure to finance costs of this agreement within the CITY's current appropriation or limitation.

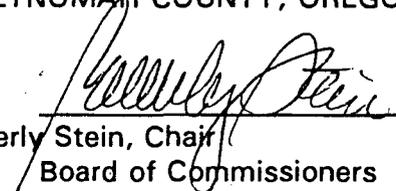
INTERGOVERNMENTAL AGREEMENT  
City of Portland  
Page 9 of 9

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

CITY OF PORTLAND, OREGON

MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_  
Commissioner, Gretchen Kafoury

By:   
Beverly Stein, Chair  
Board of Commissioners

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

Date: September 29, 1994

By: \_\_\_\_\_  
Barbara Clark, City Auditor

By:   
Lorenzo T. Poe, Jr., Division Director

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

Date: Sept. 16, 1994

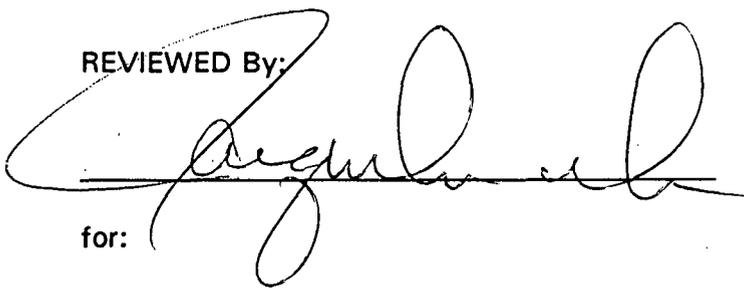
APPROVED AS TO FORM:

By:   
Sue Larsen, Program Manager

\_\_\_\_\_  
Jeffery L. Rogers, City Attorney

Date: Sept. 16, 1994

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

REVIEWED By: 

for:  
LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

Date: 9-20-94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

ORDINANCE NO. 167984

\*Contract with Multnomah County, Community and Family Services Division, for \$209,456 for the Youth Employment and Empowerment Program (YEEP) and provide for payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The City recognizes the need to provide gang involved and gang affected youth with career-based employment opportunities.
2. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
3. Multnomah County has been designated to coordinate and provide services to this population.
4. The County intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
5. In the FY 94-95 budget, Council approved funding for the Youth Employment and Empowerment Program in the amount of \$209,456.
6. An agreement should be entered into with Multnomah County in the sum of \$209,456 to provide funding for the Youth Employment and Empowerment Program.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs is hereby authorized to enter into an agreement with Multnomah County to provide \$209,456 for the Youth Employment and Empowerment Program in accordance with the Agreement attached as "Exhibit A".
- b. The Commissioner of Public Affairs and City Auditor are hereby authorized to pay for said contract from the General Fund.

Section 2. The Council declares that an emergency exists because the services are needed immediately; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, AUG 10 1994

Commissioner Gretchen Kafoury  
Judy Sanders  
August 5, 1994

BARBARA CLARK  
Auditor of the City of Portland  
By *Barbara Olson*  
Deputy

ATTACHMENT A  
YEEP Pre-employment Training Competencies

1. Making Career Decisions
  - Youth has identified aptitudes and abilities.
  - Youth has identified skills necessary for career interests.
2. Using Labor Market Information
  - Youth has demonstrated competence in using labor market information by identifying requirements for specific areas of employment.
3. Preparing Resumes, Cover Letters, Thank You Letters
  - Youth will have on file a completed resume worksheet.
  - Youth will have a resume on file.
  - Youth will have a cover letter and thank you letter on file.
4. Completing Applications
  - Youth has on file a completed job application.
5. Interviewing Skills
  - Youth demonstrated the ability to make a cold call and arrange a job interview by phone.
  - Youth has demonstrated the ability to complete a mock interview.
6. Demonstrating Positive Attitudes/Behaviors
  - Youth has demonstrated an understanding of appropriate job-site attitudes and behaviors.
7. Exhibiting Good Interpersonal Relations
  - Youth has demonstrated an understanding of the importance of good interpersonal relations.
8. Completing Tasks Effectively
  - Youth has demonstrated the ability to complete tasks in the assigned manner.
9. Presenting Appropriate Appearance
  - Youth has demonstrated the ability to dress appropriately for job-site/training environment.
10. Being Consistently Punctual
  - Youth has demonstrated the ability to arrive at training location/job-site promptly.
11. Maintaining Regular Attendance
  - Youth has demonstrated the ability attend training/job regularly.



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

May 16, 1994

Cilla Murray  
Community and Family Services Division  
Multnomah County  
Bldg. 161/2nd Floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,

Jean M. Miley  
Risk Manager

N:\DATA\WP\CENTER\IRISK\JM\IRISK1

cc: Howard Cutler

SEP 29 1994

MEETING DATE: \_\_\_\_\_

AGENDA NO: C-4

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement with Parkrose School District

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

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

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

Amount of Time Needed: 5 Minutes

DEPARTMENT: \_\_\_\_\_ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837  
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

INFORMATION ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of a Revenue Agreement between the Multnomah County Community and Family Services Division's, Child and Adolescent Mental Health Program and Parkrose School District #3 for the period September 1, 1994 through June 30, 1995. The school district will pay County \$12,500 for Child and Adolescent Mental Health Services.

9/30/94 ORIGINALS TO CAROLYN DE WEBBER

SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe /LE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 0516C/63

6/93  
MULTNOMAH COUNTY  
OREGON  
1994 SEP 16 PM 3:20  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

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

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director  
Children and Families Services Division *JP/RE*

DATE: September 9, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Revenue Agreement Three School Districts

### I. Action Requested:

Approval of three Intergovernmental Revenue Agreements with Barlow-Gresham Union High School District, Centennial School District #28J, and Parkrose School District #3.

### II. Background/Analysis:

The documents attached renew three agreements which provide a total of \$95,000 in revenue for Multnomah County Child and Adolescent Mental Health Program for the period September 1, 1994 through June 30, 1995. The three school districts have allocated the funds to assist in providing school mental health services. The Districts have allocated funds to CAMHP as follows:

Barlow-Gresham	\$15,000
Centennial	\$67,500
Parkrose	\$12,500

### III. Financial Impact:

The three agreements will provide a total of \$95,000 in revenue. Two similar agreements with Head Start Programs are also being processed at this time.

### IV. Legal Issues: N/A

### V. Controversial Issues: N/A

Page 2 of 2

VI. Link to Current County Policies:

The agreements provide needed mental health services for eligible children in Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

**MULTNOMAH COUNTY  
CONTRACT APPROVAL FORM**  
(See Administrative Procedures CON-1)

Contract # 103445

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

<p align="center"><b>CLASS I.</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>9/29/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Department: \_\_\_\_\_ Division: COMMUNITY & FAMILY SERVICES Date: SEPTEMBER 8, 1994

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

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Renewal of a Revenue Agreement wherein the CONTRACTOR will pay the COUNTY for the provision of Childrens Mental Health Services.

RFP/BID #: Revenue IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

<p>Contractor Name: <u>PARKROSE SCHOOL DISTRICT #3</u></p> <p>Mailing Address: <u>10636 NE PRESCOTT</u> <u>PORTLAND OR 97220</u></p> <p>Phone: <u>503-257-5200</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>SEPTEMBER 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>12,500</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Solange Poe / RE* Date: 9/15/94

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

County Counsel: *Ann Kurl* Date: 9/26/94

County Chair/Sheriff: *Wally Dean* Date: September 29, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	156	010							REVENUE	12,500	

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

INTERGOVERNMENTAL AGREEMENT  
FOR SCHOOL MENTAL HEALTH SERVICES  
FISCAL YEAR 1994-1995

This Agreement, made and entered into as of the 1st day of September, 1994, by and between the Community and Family Services Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Parkrose School District Number 3, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

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

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

I. Term

The term of this Agreement shall be from September 1, 1994, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

II. Services Description

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:
  - a. Consultation with school personnel,
  - b. Diagnostic screening,
  - c. Referrals,
  - d. Mental health treatment.
2. Additional Services may be negotiated within this Agreement. These services include programs for:
  - a. Parent training,
  - b. DISTRICT staff training,
  - c. Psychological evaluations,
  - d. Other special services identified by the DISTRICT and the COUNTY.

- B. DISTRICT shall make referrals to the COUNTY Family & School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY Family & School Mental Health Program (F&SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and delivered by the assigned mental health consultants shall consist of 2.5 days per week for a 36 week academic year, excluding school holidays, during the 1994-95 school year. Agreement hours include all items referenced in Section V., D., inclusive.
- B. Work plans shall be developed with DISTRICT, hereinafter includes DISTRICT departments and school buildings, served under this Agreement. Work plans will identify the mental health consultant assigned and shall include the specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Work plans shall be reviewed and jointly approved by the appropriate school representative and the F&SMHP supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of Medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

- A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for the mental health consultants to meet with students. This includes access to a telephone.

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$12,500, payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary to DISTRICT by January 15, 1995; April 15, 1995; and June 15, 1995.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

- D. Computation of Agreement days includes all direct service provision time, plus indirect service support, including:
1. Travel required to provide direct services under this Agreement,
  2. Travel outside of normal workday hours,
  3. Maintenance of client records and client correspondence,
  4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
  5. Planning and preparation for special services provided under this Agreement,
  6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled.

VI. Liability

- A. Subject to the limits in the Oregon Tort Claims Act, COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.
- B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the applicable consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. These records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

- A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

Parkrose School District Number 3  
FY 94-95

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
  - 1. By mutual written consent of the parties;
  - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

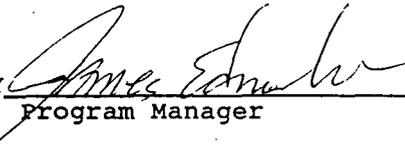
IX. Integration

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

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

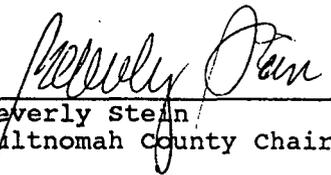
CONTRACTOR: PARKROSE  
SCHOOL DISTRICT #3

BY  9/13/94  
Program Manager Date

BY \_\_\_\_\_  
Authorized Agency Signer Date

BY  9/15/94  
Lorenzo T. Poe, Jr. Director Date  
Community and Family Services

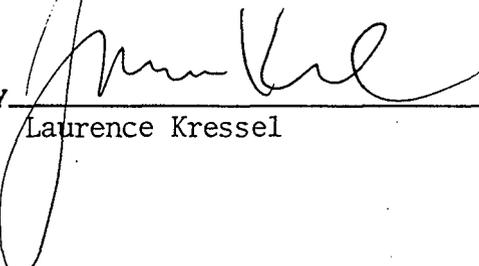
BY \_\_\_\_\_  
Authorized Agency Signer Date

BY  9/29/94  
Beverly Stejneger Date  
Multnomah County Chair

BY \_\_\_\_\_  
Authorized Agency Signer Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

BY  9/16/94  
Laurence Kressel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: SEP 29 1994

AGENDA NO: C-5

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement with Centennial School District

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

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

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

Amount of Time Needed: 5 Minutes

DEPARTMENT: \_\_\_\_\_ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837  
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

INFORMATION ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of a Revenue Agreement between the Multnomah County Community and Family Services Division's, Child and Adolescent Mental Health Program and Centennial School District #28J for the period September 1, 1994 through June 30, 1995. The school district will pay County \$67,500 for child and Adolescent Mental Health Services.

*9/30/94 ORIGINALS TO CAROLYNNE WEBBER*

SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER/DIVISION DIRECTOR: *Lorenzo Poe / RC*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1994 SEP 16 PM 3:20  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

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

TO: Board of County Commissioners  
FROM: Lorenzo T. Poe, Jr., Director  
Children and Families Services Division *JP/RE*  
DATE: September 9, 1994  
REQUESTED PLACEMENT DATE:  
RE: Approval of Revenue Agreement Three School Districts

### I. Action Requested:

Approval of three Intergovernmental Revenue Agreements with Barlow-Gresham Union High School District, Centennial School District #28J, and Parkrose School District #3.

### II. Background/Analysis:

The documents attached renew three agreements which provide a total of \$95,000 in revenue for Multnomah County Child and Adolescent Mental Health Program for the period September 1, 1994 through June 30, 1995. The three school districts have allocated the funds to assist in providing school mental health services. The Districts have allocated funds to CAMHP as follows:

Barlow-Gresham	\$15,000
Centennial	\$67,500
Parkrose	\$12,500

### III. Financial Impact:

The three agreements will provide a total of \$95,000 in revenue. Two similar agreements with Head Start Programs are also being processed at this time.

### IV. Legal Issues: N/A

### V. Controversial Issues: N/A

Page 2 of 2

VI. Link to Current County Policies:

The agreements provide needed mental health services for eligible children in Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

**MULTNOMAH COUNTY  
CONTRACT APPROVAL FORM**  
(See Administrative Procedures CON-1)

Contract # 103465

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

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>9/29/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	---

Department: \_\_\_\_\_ Division: COMMUNITY & FAMILY SERVICES Date: SEPTEMBER 8, 1994

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

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Renewal of a Revenue Agreement wherein the CONTRACTOR will pay the COUNTY for the provision of Childrens Mental Health Services.

RFP/BID #: Revenue IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

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

<p>Contractor Name: <u>CENTENNIAL SCHOOL DISTRICT # 28J</u></p> <p>Mailing Address: <u>18135 SE BROOKLYN</u> <u>PORTLAND OR 97236-1099</u></p> <p>Phone: <u>503-760-7990</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>SEPTEMBER 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>\$67,500</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Solange Poe / PC* Date: 9/15/94

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

County Counsel: *J. King* Date: 9/16/94

County Chair/Sheriff: *Barbara Stein* Date: September 29, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	156	010							REVENUE	67,500	

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

INTERGOVERNMENTAL AGREEMENT  
FOR SCHOOL MENTAL HEALTH SERVICES  
FISCAL YEAR 1994-1995

This Agreement, made and entered into as of the 1st day of September, 1994, by and between the Community and Family Services Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Centennial School District Number 28J, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

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

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

I. Term

The term of this Agreement shall be from September 1, 1994, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

II. Services Description

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel,
- b. Diagnostic screening,
- c. Referrals,
- d. Mental health treatment.

2. Additional Services may be negotiated within this Agreement. These services include programs for:

- a. Parent training,
- b. DISTRICT staff training,
- c. Psychological evaluations,
- d. Other special services identified by the DISTRICT and the COUNTY.

- B. DISTRICT shall make referrals to the COUNTY Family & School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY Family & School Mental Health Program (F&SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and delivered by the assigned mental health consultants shall consist of the following. Agreement hours include all items referenced in Section V., D., inclusive.
  - 1. Services for the Special Education Department shall consist of two consultants for 5 days per week and a third consultant for 2 days per week for a 36 week academic year, excluding school holidays, during the 1994-95 school year.
  - 2. Services for the Alternative Education Department shall consist of 1.5 days per week for a 36 week academic year, excluding school holidays, during the 1994-95 school year.
- B. Work plans shall be developed with DISTRICT, hereinafter includes DISTRICT departments and school buildings, served under this Agreement. Work plans will identify the mental health consultant assigned and shall include the specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Work plans shall be reviewed and jointly approved by the appropriate school representative and the F&SMHP supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of Medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

- A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for the mental health consultants to meet with students. This includes access to a telephone.

Centennial School District Number 28J  
FY 94-95

V. Compensation

- A. DISTRICT agrees to pay COUNTY \$60,000 from the Special Education Department and \$7,500 from the Alternative Education Department, for a total sum of \$67,500, payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary to DISTRICT by January 15, 1995; April 15, 1995; and June 15, 1995.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.
- D. Computation of Agreement days includes all direct service provision time, plus indirect service support, including:
  - 1. Travel required to provide direct services under this Agreement,
  - 2. Travel outside of normal workday hours,
  - 3. Maintenance of client records and client correspondence,
  - 4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
  - 5. Planning and preparation for special services provided under this Agreement,
  - 6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled.

VI. Liability

- A. Subject to the limits in the Oregon Tort Claims Act, COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.
- B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the applicable consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. These records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

- A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.
- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
  - 1. By mutual written consent of the parties;
  - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

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

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

CONTRACTOR: CENTENNIAL  
SCHOOL DISTRICT # 28J

BY [Signature] 9/13/94  
Program Manager Date

BY \_\_\_\_\_  
Authorized Agency Signer Date

BY [Signature] 9/15/94  
Lorenzo T. Poe, Jr., Director Date  
Community and Family Services

BY \_\_\_\_\_  
Authorized Agency Signer Date

BY [Signature] 9/29/94  
Beverly Stein Date  
Multnomah County Chair

BY \_\_\_\_\_  
Authorized Agency Signer Date

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

BY [Signature] 9/14/94  
Laurence Kressel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: SEP 29 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement with Barlow-Gresham Union High School

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

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

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

Amount of Time Needed: 5 Minutes

DEPARTMENT: \_\_\_\_\_ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837  
BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Susan Clark

ACTION REQUESTED:

INFORMATION ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of a Revenue Agreement between the Multnomah County Community and Family Services Division's, Child and Adolescent Mental Health Program and Barlow-Gresham Union High School District for the period September 1, 1994 through June 30, 1995. The school district will pay County \$15,000 for child and Adolescent Mental Health Services.

*9/30/94 ORIGINALS TO CAROLYNNE WEBBER*

SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe / RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPD0C) 0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 SEP 20 AM 8:27



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

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

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director  
Children and Families Services Division *JP/RE*

DATE: September 9, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Revenue Agreement Three School Districts

### I. Action Requested:

Approval of three Intergovernmental Revenue Agreements with Barlow-Gresham Union High School District, Centennial School District #28J, and Parkrose School District #3.

### II. Background/Analysis:

The documents attached renew three agreements which provide a total of \$95,000 in revenue for Multnomah County Child and Adolescent Mental Health Program for the period September 1, 1994 through June 30, 1995. The three school districts have allocated the funds to assist in providing school mental health services. The Districts have allocated funds to CAMHP as follows:

Barlow-Gresham	\$15,000
Centennial	\$67,500
Parkrose	\$12,500

### III. Financial Impact:

The three agreements will provide a total of \$95,000 in revenue. Two similar agreements with Head Start Programs are also being processed at this time.

### IV. Legal Issues: N/A

### V. Controversial Issues: N/A

Page 2 of 2

VI. Link to Current County Policies:

The agreements provide needed mental health services for eligible children in Multnomah County.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

**MULTNOMAH COUNTY**  
**CONTRACT APPROVAL FORM**  
 (See Administrative Procedures CON-1)

Contract # 103475

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

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-6</u> DATE <u>9/29/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department: \_\_\_\_\_ Division: COMMUNITY & FAMILY SERVICES Date: SEPTEMBER 8, 1994

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

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Renewal of a Revenue Agreement wherein the CONTRACTOR will pay the COUNTY for the provision of Childrens Mental Health Services.

RFP/BID #: Revenue IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  JQRF

<p>Contractor Name: <u>BARLOW-GRESHAM UNION HIGH SCHOOL DIST</u></p> <p>Mailing Address: <u>1331 NW EASTMAN PARKWAY</u> <u>GRESHAM OR 97030-3825</u></p> <p>Phone: <u>503-661-3000</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>SEPTEMBER 1, 1994</u></p> <p>Termination Date: <u>JUNE 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>15,000</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 9/15/94

Purchasing Director: [Signature] Date: 9/21/94

County Counsel: [Signature] Date: September 29, 1994

County Chair/Sheriff: [Signature] Date: \_\_\_\_\_

Contract Administration: [Signature] Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	156	010							REVENUE	15,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT  
FOR SCHOOL MENTAL HEALTH SERVICES  
FISCAL YEAR 1994-1995

This Agreement, made and entered into as of the 1st day of September, 1994, by and between the Community and Family Services Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Barlow-Gresham Union High School District Number U2-20 JT, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

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

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

I. Term

The term of this Agreement shall be from September 1, 1994, to and including June 30, 1995, unless sooner terminated under the provisions hereof.

II. Services Description

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel,
- b. Diagnostic screening,
- c. Referrals,
- d. Mental health treatment.

2. Additional Services may be negotiated within this Agreement. These services include programs for:

- a. Parent training,
- b. DISTRICT staff training,
- c. Psychological evaluations,
- d. Other special services identified by the DISTRICT and the COUNTY.

Barlow-Gresham Union High School  
District Number U2-20 JT  
FY 94-95

- B. DISTRICT shall make referrals to the COUNTY Family & School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY Family & School Mental Health Program (F&SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and delivered by the assigned mental health consultants shall consist of 3.0 days per week for a 36 week academic year excluding school holidays, during 1994-95 school year. Agreement hours include all items referenced in Section V.,D., inclusive.
- B. Work plans shall be developed with each DISTRICT, hereinafter includes DISTRICT departments and school buildings, served under this Agreement. Work plans shall identify the assigned mental health consultant and shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Work plans shall be reviewed and jointly approved by appropriate school representative and F&SMHP supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

- A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for mental health consultants to meet with students. This includes access to a telephone.

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$15,000, payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary to DISTRICT by January 15, 1995; April 15, 1995; and June 15, 1995.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

Barlow-Gresham Union High School  
District Number U2-20 JT  
FY 94-95

- D. Computation of Agreement days includes all direct service provision time plus indirect service support, including:
1. Travel required to provide direct services under this Agreement,
  2. Travel outside of normal workday hours,
  3. Maintenance of client records and client correspondence,
  4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
  5. Planning and preparation for special services provided under this Agreement,
  6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled.

#### VI. Liability

- A. Subject to the limits in the Oregon Tort Claims Act, COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.
- B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

#### VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. These records and reports shall be maintained by COUNTY.

#### VIII. Modification and Termination

- A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

Barlow-Gresham Union High School  
District Number U2-20 JT  
FY 94-95

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
  - 1. By mutual written consent of the parties;
  - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

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

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

CONTRACTOR: BARLOW-  
GRESHAM UNION HIGH  
SCHOOL

BY *James Edmund* 9/13/94  
Program Manager Date

BY \_\_\_\_\_  
Authorized Agency Signer Date

BY *Lorenzo Poe / RE* 9/15/94  
Lorenzo T. Poe, Jr., Director Date  
Community and Family Services

BY \_\_\_\_\_  
Authorized Agency Signer Date

BY *Beverly Stein* 9/29/94  
Beverly Stein Date  
Multnomah County Chair

BY \_\_\_\_\_  
Authorized Agency Signer Date

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

BY *Laurence Kressel* 9/29/94  
Laurence Kressel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: SEP 29 1994  
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: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**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 #15650. (Property originally repurchased by former owner.)

Deed D951063 and Board Orders attached.

*9/29/94 ORIGINAL TO TAX TITLE*

BOARD OF  
COUNTY COMMISSIONERS  
1994/SEP 19 PM 4: 28  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *James W. Drake* *Betsy Williams*

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 D951063 Upon Complete Performance of ) ORDER  
a Contract to ) 94-186  
ROBERT L. GOLDEN )

It appearing that heretofore on January 8, 1992, Multnomah County entered into a contract with Otilie J. Schotborgh, further quitclaimed to ROBERT L. GOLDEN 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;

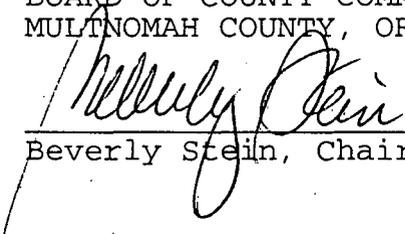
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

ARMINGTON  
LOT 18, BLOCK 1

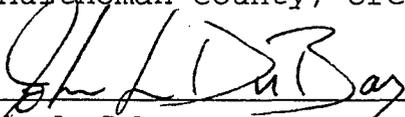
Dated at Portland, Oregon this 29th day of September, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

DEED D951063

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

ARMINGTON  
LOT 18, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is ★\$5,390.74.

★In fulfillment of contract between Multnomah County and Otilie J Schotborgh recorded February 3, 1992, book 2503, page 653.

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:

7345 SE 83RD AVE  
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 29th day of September, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By *John L. DuBay*  
John L. DuBay

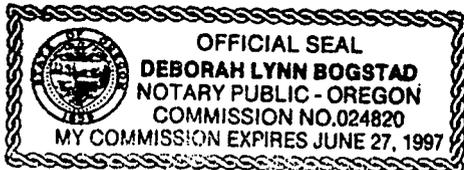
By *Pat Trahler*

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

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 29th day of September, 1994, 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: SEP 29 1994

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: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**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 #15161R1. (Property originally repurchased by former owner.)

Deed D951064 and Board Orders attached.

*9/29/94 ORIGINAL TO TAX TITLE*

CLERK OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 SEP 19 11 56 22

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *Jamie M. Dr...* *Betsy William*

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 D951064 Upon Complete Performance of ) ORDER  
a Contract to ) 94-187  
PALMER O. PETERSON )

It appearing that heretofore on October 9, 1991, Multnomah County entered into a contract with Myrtle A. & Paul C. Peterson, further quitclaimed to PALMER O. PETERSON 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:

RIVERSIDE ADD  
LOT 17, BLOCK 4

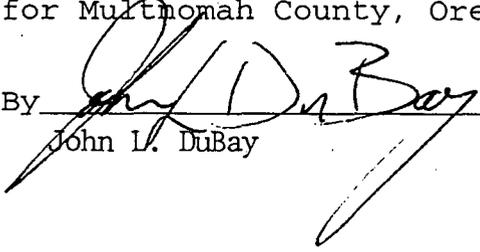
Dated at Portland, Oregon this 29th day of September, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

DEED D951064

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

RIVERSIDE ADD  
LOT 17, BLOCK 4

The true and actual consideration paid for this transfer, stated in terms of dollars is \$18,749.96.

In fulfillment of contract between Multnomah County and Myrtle A & Paul C Peterson recorded October 16, 1991, Book 2466, Page 2265.

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

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

PO BOX 11783  
PORTLAND OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of September, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By *John L. DuBay*  
John L. DuBay

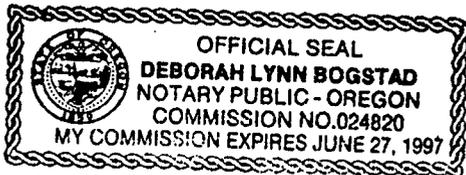
By *Pat Trahler*

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

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 29th day of September, 1994, 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: SEP 29 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner

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: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**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 Repurchase Contract to former owner.

Contract #15770 and Board Orders attached.

*9/29/94 ORIGINAL TO TAX TITLE*

1994 SEP 19 AM 11:40  
CLERK OF  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *[Signature]* *Betsy Williams*

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 Contract 15770 )  
for the Sale of Certain Real Property ) ORDER  
to ) 94-188  
MARY A. HARPER 1/2 & )  
GLENN E HARPER 1/2 )  
)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that MARY A. HARPER 1/2 & GLENN E HARPER 1/2 are the former owners thereof and have applied to the county to enter into a contract to repurchase said property for the amount of \$12,629.14, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owners for said amount;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with MARY A. HARPER 1/2 & GLENN E HARPER 1/2 for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

WALNUT PARK  
LOT 4, BLOCK 5

for the sum of \$12,629.14, payable as follows: \$1,262.91 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$122.19 each, over a term of 180 months. Payments to include interest at the rate of 10 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of September, 1994



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED  
Laurence Kessel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
John L. DuBay

THIS AGREEMENT, made this 29th day of September, 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MARY A. HARPER 1/2 & GLENN E HARPER 1/2 hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described situated in the County of Multnomah, State of Oregon for the price and on the terms and conditions set forth below:

WALNUT PARK LOT 4, BLOCK 5

A. Purchase Price.

Purchaser agrees to pay the sum of \$12,629.14, to be paid \$1,262.91 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 \$122.19 over a term of 180 months. Payment to include interest at the rate of 10 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 September 15, 1994 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 Countys' or Purchasers' 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, purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchasers' 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 their 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 Purchasers' 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 are 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 purchasers' agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchasers' 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 Purchasers' 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 their 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 their property.

D. Tax Notice

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

5334 N WILLIAMS AVE PORTLAND, OR 97217

E. Assignment

No assignment of this agreement is permitted.

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 Bargain & Sale Deed.

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 PERSONS 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 their 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



*Mary A. Harper*  
MARY A. HARPER 1/2 &

*Glenn E. Harper*  
GLENN E HARPER 1/2

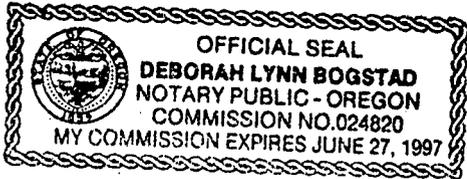
REVIEWED:  
By *L. D. B.*  
Lawrence Kressel, County Counsel  
of Multnomah County, Oregon

CONTRACT APPROVED:  
By *K. A. Druian*  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 29th day of September, 1994, 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: SEP 29 1994

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NE 207th Avenue Connector Prelim. Engr. & Constr. Finance Agrmt.  
Units 2 and 3-between ODOT and Multnomah County

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Chuck Henley TELEPHONE #: 248-3191  
BLDG/ROOM #: #425/Yeon/213

PERSON(S) MAKING PRESENTATION: Chuck Henley

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Please refer to the attached Staff Report.

*9/29/94 originals picked up for Chuck Henley*

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: *[Signature]* Betsy Willie

MULTNOMAH COUNTY  
OREGON  
1994 SEP 15 PM 4:18  
CLERK OF COUNTY BOARD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

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

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:** BOARD OF COUNTY COMMISSIONERS

**FROM:** LARRY F. NICHOLAS/W.E. CHUCK HENLEY  
Transportation Division

**TODAY'S DATE:** AUGUST 31, 1994

**REQUESTED PLACEMENT DATE:** *SEPTEMBER 15, 1994*

**RE:** PRELIMINARY ENGINEERING AND FINANCE AGREEMENT BETWEEN THE  
STATE OF OREGON AND MULTNOMAH COUNTY - NE 207TH AVENUE  
CONNECTOR/UNITS 2 & 3

I. Recommendation/Action Requested:

The Transportation Division recommends that the Board approve the attached Preliminary Engineering and Finance Agreement between the State of Oregon and Multnomah County.

II. Background/Analysis:

This is the second agreement to finance the design and construction of a new arterial, NE 207th Ave., which will connect I-84 to NE Glisan St. and NE 223rd Ave. The first agreement provided the initial groundwork for designing and constructing the northerly section between I-84 and Halsey St. This agreement provides state and federal financing for designing and constructing the completion of the northerly section and for undertaking right-of-way acquisition, design, and construction of the southerly section between NE Halsey St. and NE Glisan St./NE 223rd Ave.

III. Financial Impact:

The total amount of the engineering, right-of-way, and construction costs under this agreement is estimated to be \$6,585,000. The County's pro rata share is estimated at \$765,805 and was budgeted in the fiscal year 1994-1995 new construction program.

IV. Legal Issues:

By the authority granted in O.R.S. 366.770 and 366.775, the state may enter into cooperative agreements with counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

V. Controversial issues:

The Federal Highway Administration issued a Finding of No Significant Impact for the project on May 16, 1994. based on the Revised Environmental Assessment prepared under the County's direction. Project design and implementation during construction will require effective mitigation of the environmental impacts identified in the environmental assessment.

The design and construction methods employed in project development are subject to statutory review and approval by the governing resource and regulatory agencies.

VI. Link to Current County Policies:

This project is one of the top priorities identified in the *Multnomah County 1992-96 Transportation Capital Improvement Program* adopted by the Board. Therefore, it is consistent with the County's transportation objectives outlined in the master Capital Improvement Plan.

VII. Citizen Participation:

A public hearing was held on August 31, 1993, to solicit comments. The public was given the opportunity to comment on the alternatives during the months of August and first two weeks of September 1993. The Board passed a resolution selecting the 3A alternative on December 2, 1993. The Fairview City Council was informed of the project's status at a public meeting on August 3, 1994.

VIII. Other Government Participation:

Resource and regulatory agencies participating in the environmental permitting of this project include but are not limited to the City of Fairview, Oregon Department of Fish and Wildlife, Oregon Department of State Lands, Oregon Department of Environmental Quality, and the United States Corps of Engineers.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 301085

MULTNOMAH COUNTY OREGON

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

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p><b>CLASS II</b></p> <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	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-10</u> DATE <u>9/29/94</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
---	---	---

Department Environmental Services Division Transportation Date September 2, 1994

Contract Originator Chuck Henley Phone 248-3191 Bldg/Room #425/213

Administrative Contact Same as Originator Phone " " Bldg/Room " "

Description of Contract Preliminary Engineering and Construction Finance Agreement between the State of Oregon (ODOT) and Multnomah Co. for the NE 207th Ave. Connector-Units 2 & 3 and authorizes the Director of DES to deposit the county's share of the project in the State of Oregon Local Government Pool when requested.

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

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

Contractor Name Oregon Dept. of Transportation  
Mailing Address 9002 SE McLoughlin Blvd.  
Milwaukie, OR 97222  
Phone (503) 653-3090  
Employer ID# or SS# \_\_\_\_\_  
Effective Date Upon execution  
Termination Date Upon completion  
Original Contract Amount \$ 765,805.00  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ 765,805.00

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

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

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

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

**REQUIRED SIGNATURES:**

Department Manager *John B. Wilkin*  
Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)  
County Counsel *John DuBay*  
County Chair / Sheriff *William Dean*  
Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)

Encumber: Yes  No   
Date 9/6/94  
Date \_\_\_\_\_  
Date 9/16/94  
Date September 29, 1994  
Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	150	030	6144			8300					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

PRELIMINARY ENGINEERING  
AND CONSTRUCTION FINANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, by and through its Department of Transportation, hereinafter referred to as "STATE"; and MULTNOMAH COUNTY, a Home Rule Political Subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "AGENCY".

1. The Columbia River Highway (I-84) and N.E. Portland Highway (N.E. Sandy Blvd.) are both State highways under the jurisdiction and control of the Oregon Transportation Commission. N.E. 207th Avenue is a County road under the jurisdiction and control of Multnomah County.

2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with the counties and Cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

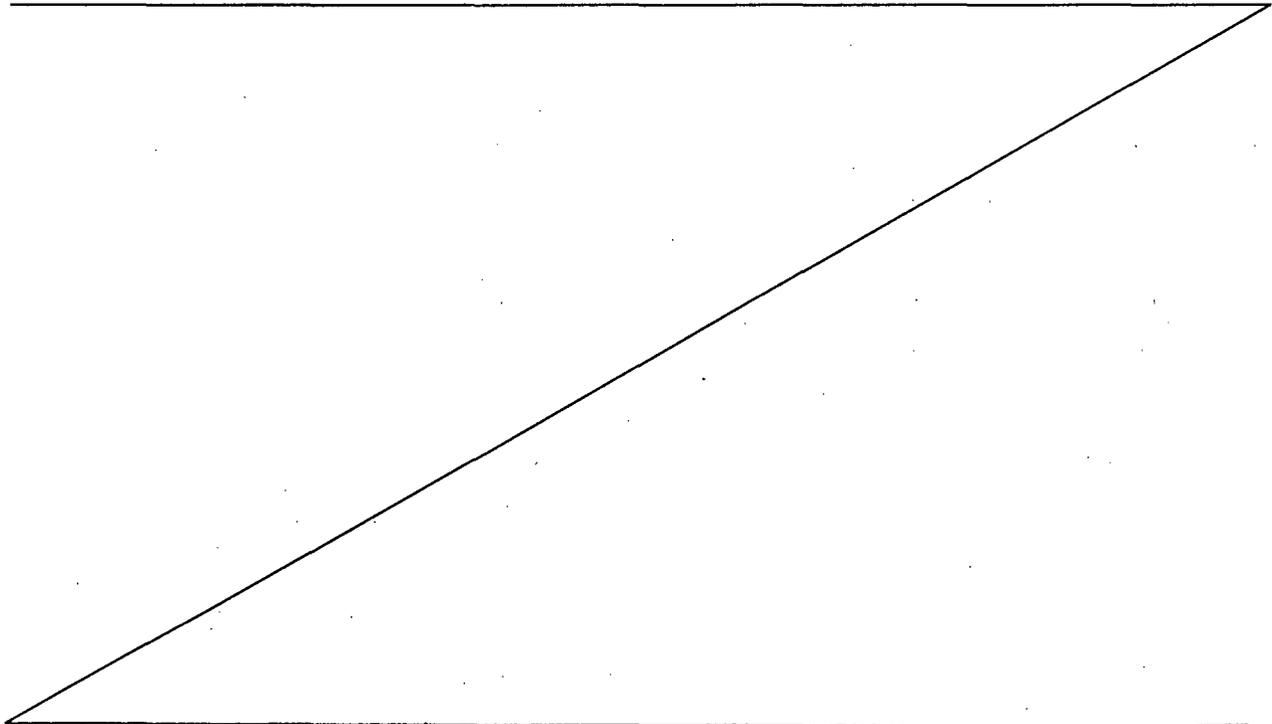
3. Under such authority, Agency plans and proposes to construct a new section of N.E. 207th Avenue between the I-84/207th interchange and N.E. 223rd Avenue/Glisan. The first contract for this section (Unit 1 UPRR - N.E. Halsey Street) provided the initial ground work for constructing an arterial connection between the I-84 interchange and N. E. Halsey Street and was covered under Agreement No. 9872. The second and third contracts are Unit 2 (UPRR-N.E. Halsey) and Unit 3 (N.E. Halsey - 223rd/Glisan), hereinafter referred to as "Project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

4. Preliminary engineering/design and construction for Unit 2 will be financed through the Federal Aid Interstate Transfer program (FAIX) under Title 23, United States Code, and the Oregon Action Plan. Agency will provide the required matching funds and any costs not covered by Federal funding for this unit.

Preliminary Engineering/design, construction and right-of-way on Unit 3 will be financed with FAIX and Local Surface Transportation Program (STP) funds under Title 23, United States Code, and the Oregon Action Plan, with Agency providing the required matching funds for FAIX funds. Agency and State will each provide an estimated 5 percent match for STP funds. Agency shall be responsible for any costs on this Unit which is not covered with Federal funds, except for State's percent of STP fund match.

5. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively are by this reference made a part hereof. The Standard Provisions apply to all federal aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

6. Agency shall enter into and execute this agreement during a duly authorized session of its Board of county Commissioners.



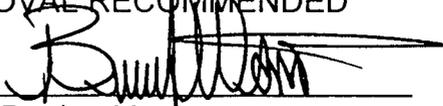
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

M. C. & A. NO. 12686  
MULTNOMAH COUNTY

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority was further delegated to the Manager of the Program Services Section pursuant to Subdelegation Order No. HWY-6 paragraph 11.

This project was approved by the Oregon Transportation Commission on July 21, 1992 as part of the 1993 -1998 Six-Year Transportation Improvement Program (page 141).

APPROVAL RECOMMENDED

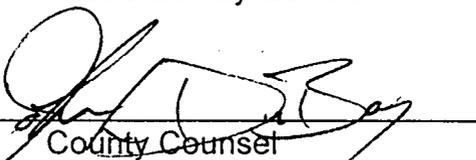
By   
Region Manager

STATE OF OREGON, by and through  
its Department of Transportation

By \_\_\_\_\_  
Program Services Mgr.

APPROVED AS TO  
LEGAL SUFFICIENCY

By \_\_\_\_\_  
Asst. Attorney General

By   
County Counsel

Date \_\_\_\_\_

MULTNOMAH COUNTY, by and  
through its Board of Commissioners

By   
Chair

By \_\_\_\_\_  
Commissioner

Agency Billing Address:

MULTNOMAH COUNTY  
Administrative Manager  
1620 S.E. 190th  
Portland, OR 97233

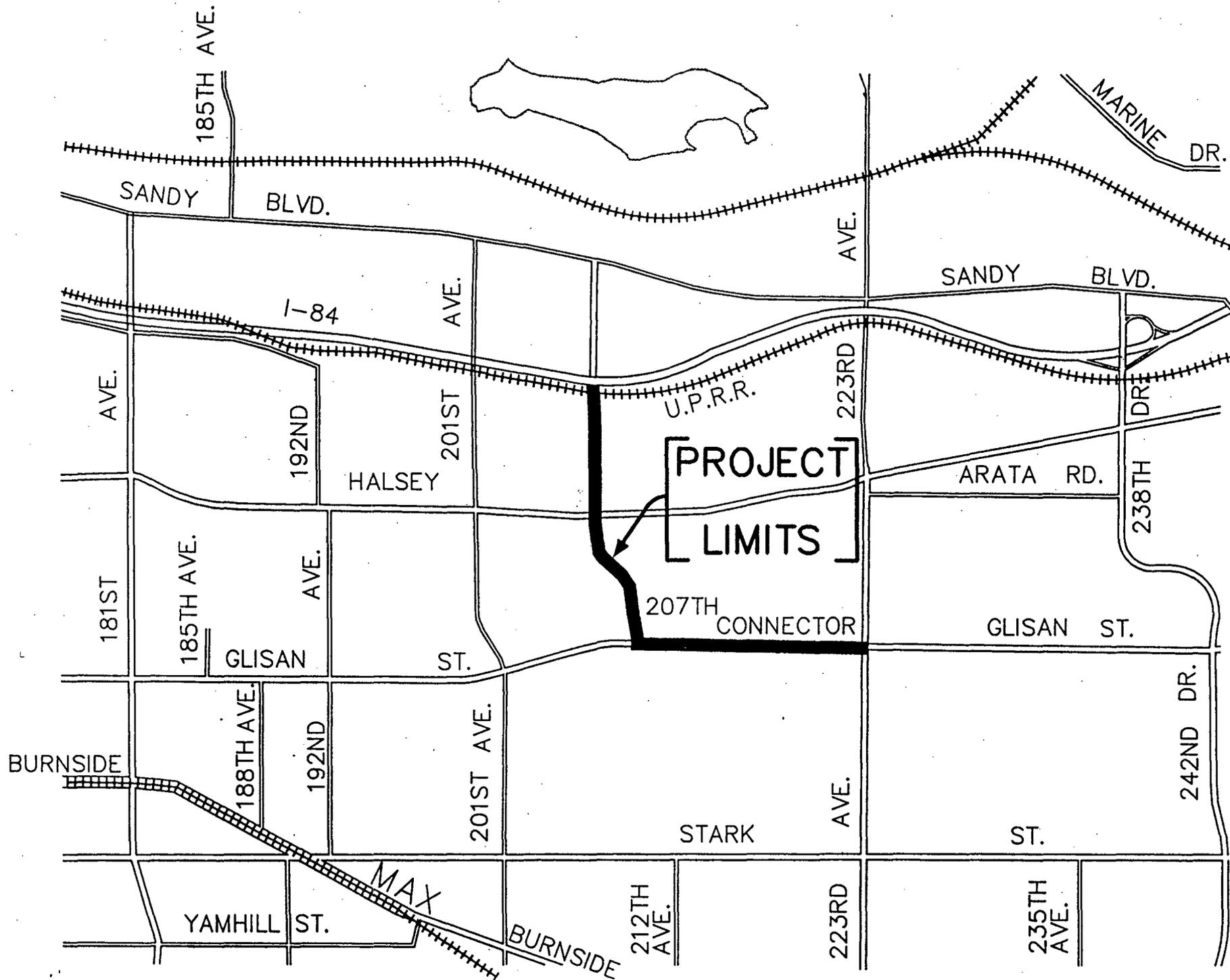
By \_\_\_\_\_  
Commissioner

Date September 29, 1994

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-10 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

# N.E. 207TH CONNECTOR AGREEMENT UNITS 2 AND 3

# EXHIBIT 'A'



ATTACHMENT NO. 1  
SPECIAL PROVISIONS

1. Agency shall conduct all field surveys, environmental studies, traffic investigations, obtain all the required permits, arrange for all utility relocations, perform all preliminary engineering and design work required to produce final plans, specifications, and cost estimates, and upon State's award of the contract, perform all construction engineering and project administration.
2. State shall advertise, let, and award all contracts for both Units of the project and shall assign a liaison person to monitor Agency's preliminary engineering for both units and approve all payments towards construction of the project.
3. State shall, at project expense, obtain all required right-of-way on behalf of the agency.
4. Agency shall, upon completion of the project, assume complete jurisdiction, including maintenance, of N.E. 207th Avenue from 223rd/Glisan westerly to and including the Union Pacific Railroad structure.
5. State shall, upon completion of the project, assume complete jurisdiction and control, including maintenance of that portion of N.E. 207th Avenue from the north end of the Union Pacific Railroad structure to the connection with N.E. Sandy Blvd.
6. State shall, upon completion of the project, maintain traffic control signals on N.E. 207th on the east and westbound ramp terminals to I-84 and will bill agency annually for 50 percent of all power and maintenance associated with said signals. Agency shall be responsible for all maintenance and power of all other traffic signals on Units 2 and 3 at its own expense.
7. Agency shall conform with requirements of the Oregon Action Plan, and if necessary shall appoint and direct the activities of a Citizen's Advisory committee and Technical Advisory Committee, conduct any required public hearings and recommend the preferred alternative.
8. Agency agrees to enter into a subsequent Abandonment and Retention Agreement (to be prepared by ODOT) for the acceptance of jurisdiction on Northeast Portland Highway (N.E. Sandy Blvd.) from its intersection with N.E. 207th Avenue (easterly curbline) at approximate M.P. 16.83, eastward to its termini with I-84 at approximate M.P. 18.75.

## ATTACHMENT NO. 2

### STANDARD PROVISIONS

#### JOINT OBLIGATIONS

##### PROJECT ADMINISTRATION

1. State is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency hereby agrees that State shall have full authority to carry out this administration. If requested by Agency, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases for all projects.

Any project that uses federal funds, in project development, is subject to PS&E review and approval by FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

##### P.E. & CONSTRUCTION ENGINEERING

2. Preliminary and construction engineering may be performed by State, Agency, or others. If Agency, or others, perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a consultant to perform any of the work covered by this agreement, Agency and Consultant shall enter into an agreement describing the work to be performed and the method of payment. State shall concur in the agreement prior to the beginning of any work. No reimbursement shall be made using federal-aid funds for any costs incurred by such Consultant prior to receiving authorization from State to proceed.

On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency agrees to accept all responsibility for and defend lawsuits involving tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR USDOT FINANCIAL  
ASSISTANCE AGREEMENT:

3. If as a condition of assistance the Agency has submitted and the U.S. Department of Transportation has approved a Minority Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into this financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future U.S. Department of Transportation financial assistance.

The Agency further agrees to comply with all applicable Civil Rights Laws, Rules and Regulations, including Section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

4. The parties hereto agree and understand that they will comply with all applicable statutes and regulations, including but not limited to Title 49 CFR, Parts 23 and 90, Audits of State and Local Governments; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1987; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

STATE OBLIGATIONS

PROGRAM REQUEST

5. State shall submit a program to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. NO WORK SHALL PROCEED ON ANY ACTIVITY IN WHICH FEDERAL-AID PARTICIPATION IS DESIRED UNTIL SUCH APPROVAL HAS BEEN OBTAINED. The program shall include services to be provided by State, Agency or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations, and the Oregon Action Plan.

### AUTHORITY FOR SURVEY

6. State shall prepare an Authority for Survey which will itemize the estimate of cost for preliminary engineering services to be provided by State, Agency or others, and shall furnish Agency with a copy of such cost estimate.

### FINANCE

7. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date, at anytime, by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of such final costs.

### PROJECT ACTIVITIES

8. State shall, if the work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids. State shall prepare contract and bidding documents, advertise for bid proposals, award all contracts and, upon award of a construction contract, perform all necessary laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project. The actual cost of laboratory testing services provided by State will be charged to the project construction engineering expenditure account and will be included in the total cost of the project.

### FREE BRIDGE DESIGN

9. State shall, as provided in ORS 366.155(h), prepare plans and specifications for the structure portion only of bridges and culverts at no expense to the counties.

### RIGHT-OF-WAY

10. State is responsible for acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may request to perform the acquisition functions, subject to execution of a written agreement. State

shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations.

If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations which are in effect at the time of disposition. Reimbursement to State of the required proportionate share of the fair market value may be required.

## AGENCY OBLIGATIONS

### FINANCE

11. Agency shall, prior to the commencement of the preliminary engineering and right-of-way acquisition phases, deposit with State its estimated share of each phase.

Agency's share of construction will be deposited in two parts. The initial deposit will represent 65 percent of the Agency's share, based on the engineer's estimate, and will be requested three weeks prior to opening bids on the project. Upon award of the contract, the balance of the applicant's share will be requested.

Collection of advance deposits amounting to less than \$2,500 for the P.E. and R/W phase of the project will be postponed until collectively the amount exceeds \$2,500 or until the collection of the advance deposit for construction is required.

Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option of which may be a deposit in the Local Government Investment Pool accompanied by an Irrevocable Limited Power of Attorney), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State.

12. Agency shall present properly certified bills for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to presentation to Highway Division Accounting for payment. Agency's actual costs eligible for federal-aid participation shall be those allowable under the provisions of FAPG, 23 CFR 1.11, 710, and 140. Final billings shall be submitted to State for

processing within six months from date that costs were incurred. Partial billing (progress payment) shall be submitted to State within three months from date that costs incurred.

13. The costs records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final payment. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).

This agreement is subject to the provisions of the Single Audit Act of 1984 (49 CFR, Part 90) as stated in Circular A-128 of the United States Office of Management and Budget.

#### PROJECT CANCELLATION

14. Agency agrees that should they cause the project to be canceled or terminated for any reason prior to its completion, Agency shall reimburse State for any costs that have been incurred by State on behalf of the project.

#### DELAYED STARTING DATE

\* 15. In the event that right-of-way acquisition for, or actual construction of the facility for which this preliminary engineering is undertaken is not started by the close of the TENTH FISCAL YEAR following the fiscal year in which this agreement is executed, State may request reimbursement of the sum or sums of Federal-Aid funds disbursed to Agency under the terms of this agreement.

#### UTILITIES

\* 16. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes, and such other facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal-aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs and participation; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility adjustments in areas lying within jurisdiction of State and, if State is performing the preliminary engineering, Agency may request State to arrange for utility adjustments lying within Agency jurisdiction, acting on behalf of Agency.

Agency shall, five weeks prior to the opening of construction bid proposals, furnish State with an estimate of cost for eligible reimbursable utility relocations, based on the plans for the project. Agency shall notify State's Liaison Person prior to proceeding with any utility relocation work in order that the work may be properly coordinated into the project and receive the proper authorization.

### CONSTRUCTION

17. Design Standards for all projects shall meet the requirements of the Intermodal Surface Transportation Efficiency Act of 1991. In addition, all projects on the Oregon State Highway System shall be in compliance to Standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction.

### GRADE CHANGE LIABILITY

18. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

### CONTRACTOR CLAIMS

19. Agency shall provide legal defense against all claims brought by the contractor, or others, resulting from Agency's failure to comply with the terms of this agreement:

### MAINTENANCE RESPONSIBILITIES

\* 20. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

## WORKERS' COMPENSATION COVERAGE

21. The contractor, its subcontractors, if any, and all employers working under this (Agreement/Contract) are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

## LOBBYING RESTRICTIONS

22. Agency certifies by signing this agreement that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

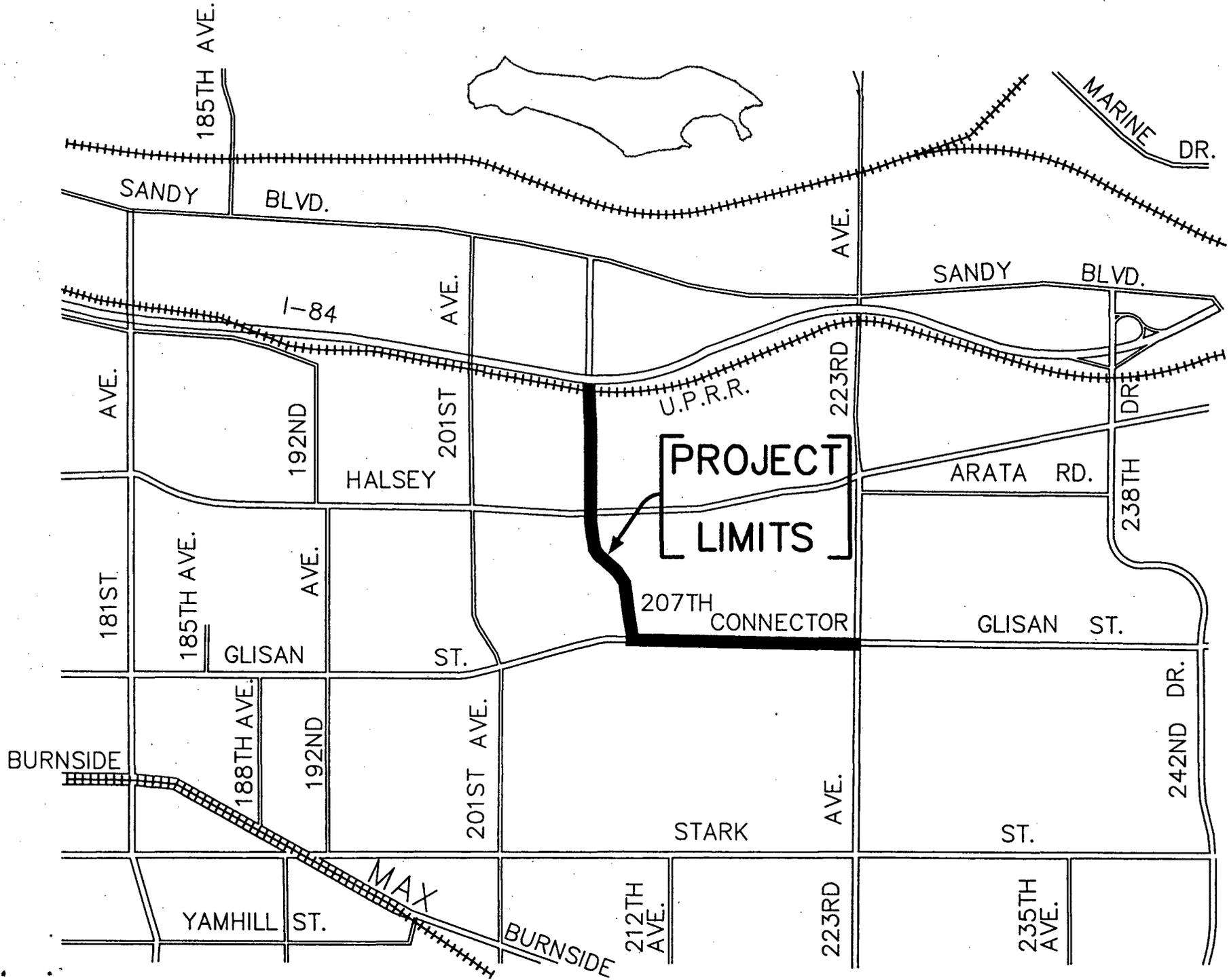
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- \* Paragraphs 15, 16, and 20 are not applicable to any local agency on state highway projects.

# N.E. 207TH CONNECTOR AGREEMENT UNITS 2 AND 3

# EXHIBIT 'A'



MEETING DATE: SEP 29 1994

AGENDA NO.: C-11

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of intergovernmental agreement with Oregon Health Sciences University

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

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

REGULAR MEETING: Date Requested: 9/22/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of a renewal of an agreement with Oregon Health Sciences University. The County will reimburse the contractor for the provision of obstetrical and gynecological services to County clients.

9/29/94 originals to HERMAN BRAME

**SIGNATURES REQUIRED:**

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

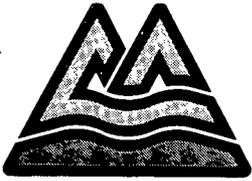
Or

DEPARTMENT MANAGER: Patricia Lee / Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222  
5654

BOARD OF  
COUNTY COMMISSIONERS  
CLATSOP COUNTY  
OREGON  
SEP 16 PM 3:20



# MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS  
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: Board of County Commissioners

FROM: Bill Odegaard

REQUESTED PLACEMENT DATE: 9/22/94

DATE: September 8, 1994

SUBJECT: Agreement with Oregon Health Sciences University

- I. Recommendation/Action Requested: The Board is requested to approve this renewal of an agreement with Oregon Health Sciences University for the period November 1, 1994, to and including October 31, 1995.
- II. Background/Analysis: The Oregon Health Sciences University will continue to provide the County with obstetrical and gynecological consultation services. Dr. Sandra Emmons is assigned by the contractor to continue providing the services.
- III. Financial Impact: The contractor will be paid an amount not to exceed \$37,060.00.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to cooperate with other governmental units in the provision of health care.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.

1554.doc



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

Contract # 200875  
Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>9/29/94</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	--	---

Department HEALTH Division \_\_\_\_\_ Date \_\_\_\_\_

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provide county with obstetrical and gynecological consultation.

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

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

Contractor Name Oregon Health Sciences University  
Mailing Address 3181 S.W. Sam Jackson Park Rd.  
Portland, Oregon 97201-3098

Phone 494-3662

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

Effective Date November 1, 1994

Termination Date October 31, 1995

Original Contract Amount \$ 37,060

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

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

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

(Paul Kirk, M.D.)

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

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input checked="" type="checkbox"/> Monthly \$ <u>3,088.33</u>	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

Encumber Yes  No  9/15/94

Date 9/15/94

Date \_\_\_\_\_

Date 9/15/94

Date September 29, 1994

Date \_\_\_\_\_

**REQUIRED SIGNATURES**

Department Manager Billi Osgood

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

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

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

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

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0705			6110		0300	OB/Gyn Consult.	\$37,060.00	
02.											
03.											

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

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

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and Oregon Health Sciences University acting by and through the Oregon State Board of Higher Education on behalf of the state of Oregon, (hereinafter referred to as "STATE"),

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from November 1, 1994, to and including October 31, 1995, unless sooner terminated under the provisions hereof.

2. Services.

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

- A. Consultation will be provided 10 hours per week except during those times when consultant is on authorized leave from OHSU. (These hours are in addition to the 4 hours per week of obstetric consultation OHSU provides the County through the state Perinatal Project.)

- B. Consultant will be available by phone for consultation daily from 8:00 a.m. to 5:00 p.m.
- C. The consultant will be Sandra Emmons, M.D.
- D. While working for the County consultant will work under the direction of the County Medical Director.
- E. The County, OHSU, and the consultant will determine, by mutual agreement, which days the consultant will be assigned to the County.
- F. If the consultant, Dr. Emmons, becomes unable to work as assigned for more than 30 consecutive days:
  - 1) The County and OHSU will mutually agree on a substitute consultant for the period of time Dr. Emmons is unable to work.
  - 2) The contract will be amended or terminated subject to conditions outlined in section 14.

3. Compensation.

- A. COUNTY agrees to pay STATE \$ 37,060 per year based on the following terms:
  - 1) \$ 3,088.33 per month upon submission of invoice.

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

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

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

B. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and

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

C. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.285, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review

or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

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

10. Adherence to Law

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

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

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

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

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

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

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

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

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

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

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

D. Payment to STATE will include all services provided through the day of termination

and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

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

15. Litigation.

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

16. Oregon Law and Forum

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

17. Certification Regarding Lobbying

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

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

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

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

By Beverly Stein  
Beverly Stein  
Multnomah County Chair

Date \_\_\_\_\_

Date September 29, 1994

93-600-1786  
Federal I.D. Number

HEALTH DEPARTMENT

By: Billi Odegaard  
Billi Odegaard, Director

Date: 9/15/94

By: Patricia Kelly  
Program Manager

Date: 9/9/94

REVIEWED:

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

By: Laurence Kressel  
Laurence Kressel

Date: 9/16/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-11 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: SEP 29 1994  
AGENDA NO.: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Comprehensive Cooperative Agreement Fiscal Year 1995

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: September 29, 1994

Amount of Time Needed: 2 Minutes

DEPARTMENT: Non-Department DIVISION: Emergency Management

CONTACT: Penny Malmquist TELEPHONE #: 251-2466

BLDG/ROOM#: 313/118

PERSON(S) MAKING PRESENTATION: Penny Malmquist

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

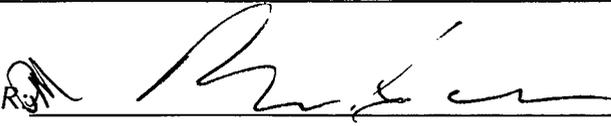
9/29/94 ORIGINALS TO PENNY MALMQUIST

The Comprehensive Cooperative Agreement is an agreement between Oregon Emergency Management and the County of Multnomah to cooperate in the implementation and maintenance of an emergency management program that addresses the potential hazards to the jurisdiction in accordance with the funding requirements of the Emergency Management Assistance (EMA) program. The Comprehensive Cooperative Agreement is submitted each Fiscal Year for approval.

SIGNATURES REQUIRED:

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

1994 SEP 9 AM 10:04  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PENNY MALMQUIST  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: September 9, 1994

REQUESTED PLACEMENT DATE: September 29, 1994

RE: Emergency Management - Comprehensive Cooperative Agreement FY 95

I. Recommendation/Action Requested:

Approval of the Comprehensive Cooperative Agreement for Fiscal Year 1995.

II. Background/Analysis:

The Comprehensive Cooperative Agreement (CCA) is an agreement between Oregon Emergency Management and Multnomah County for participation in the Federal Emergency Management Assistance Program and to cooperate in the implementation and maintenance of an emergency management program. The local emergency management program must address four minimal requirements. These requirements must be supported by specific mitigation and preparedness activities identified in the attached Emergency Management Program Workplan which is an integral part of CCA. The Comprehensive Cooperative Agreement is submitted for approval prior to each federal fiscal year.

III. Financial Impact:

The Emergency Management Assistance Program allows **up to 50%** reimbursement for eligible costs spent in implementing and maintaining a local emergency management program. Multnomah County has the potential to receive \$56,000 or more in federal grant monies Federal Fiscal Year 1995. Exact grant award will be received after January 1995.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

ORS 401.305 states "Each county of this state shall, . . ., establish an emergency mangement agency which shall be directly responsible to the executive officer or governing body of the county. Executive Order 192 created the Multnomah County Office of Emergency Management. This also equates to Oregon benchmarks 46 and 47 as well as Multnomah County benchmark 95 and 97.

VII. Citizen Participation:

None

VIII. Other Government Participation:

City of Fairview, City of Troutdale, City of Wood Village and City of Maywood Park; and Fire Districts 10, 14, 20, and 30. The plan development and reviews, training and exercises for these agencies have been incorporated into this work plan.



CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500105

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

<p align="center"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-12</u> DATE <u>9/29/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	---	--

Department Non-Department Division Emergency Management Date 8/3/94

Contract Originator Penny Malmquist Phone 251-2466 Bldg/Room 313/110

Administrative Contact \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Agreement with Oregon Emergency Management establishing a workplan to receive federal grant monies through the Emergency Management Assistance Program.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Oregon Emergency Management  
 Mailing Address 595 Cottage St. NE  
Salem, OR. 97310  
 Phone 503-378-2911  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 10/01/94  
 Termination Date 9/30/95  
 Original Contract Amount \$ 0  
 Total Amount of Previous Amendments \$ 0  
 Amount of Amendment \$ 0  
 Total Amount of Agreement \$ 0

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

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

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

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

REQUIRED SIGNATURES

Department Manager [Signature]

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

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes  No   
Date September 21, 1994

Date \_\_\_\_\_

Date 9/14/94

Date September 29, 1994

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 - INITIATOR PINK - FINANCE

## LOCAL/STATE

### COMPREHENSIVE COOPERATIVE AGREEMENT FY95

The Department of State Police, Oregon Emergency Management Division (OEMD) and the County of Multnomah, participating in the Federal Emergency Management Agency's Emergency Management Assistance (EMA) Program, hereby agree to cooperate in the implementation and maintenance of an emergency management program that addresses the potential hazards to the jurisdiction in accordance with the funding requirements of the EMA program.

Minimal basic requirements for participation in the Emergency Management Assistance Program include the following elements numbered 1 through 4. Element 5 is optional. These elements will be supported by specific activities identified in the attached Emergency Management Program Workplan which is an integral part of this agreement.

1. Coordination and implementation of a local Integrated Emergency Management System which includes all hazard environment approach emphasizing survivable crisis management systems.
2. Review and update of the emergency management policies, plans and emergency guidelines as identified in the attached function workplan.
3. Operating procedures/emergency guidelines are to be reviewed, updated and exercised in accordance with FEMA's State and Local Exercise Requirements.
4. The local Emergency Management Program staff will attend related training events during the fiscal year for a minimum combined total of twenty (20) hours.
5. Consistent with local resources and needs, additional activities may be programmed as deemed necessary and appropriate by the Chief Executive Officer.

#### ADMINISTRATION

The County will submit reports at least quarterly, which list the accomplishment of activities as identified in the Emergency Management Program Workplan. If a deviation from the Workplan occurs, such will be explained in the Activity Narrative. Where completion of an activity involves production of a tangible product, e.g. Hazard Analysis, Emergency Guidelines, Training Agenda, etc., a copy of that product will be provided to the Oregon Emergency Management Division with the report of the time period in which it was produced or completed.

All funds received through the Emergency Management Assistance Program will be provided in accordance with Civil Preparedness Guide 1-3, and will be on a reimbursable basis. Billing submissions must meet the timelines in the OEMD Administrative Rules or a reduction in funding will occur. Exceptions will be handled on a case by case basis.

The Chief Executive Officer will approve the Emergency Management Program Workplan and in the final report of the fiscal year must certify completion of the minimum requirements for EMA funding as set forth above.

Failure to complete these minimum requirements may result in elimination of EMA funding for the following year, a demand for the return of funds for the year covered by this agreement, or both.

CERTIFICATION

We, the undersigned, do hereby certify that we understand the elements 1 through 4 previously listed, are the minimum requirements that must be met in order to qualify for Emergency Management Assistance (EMA) funding for the 1995 federal fiscal year (FFY).

At the end of the fiscal year we will provide certification to the Oregon Emergency Management Division that the minimum requirements have been met.

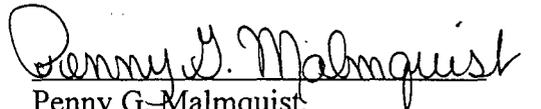
Further, we have read the "Standard Assurances" and the "Articles of Agreement" which are required by the Federal Emergency Management Agency, and understand and agree that those requirements also apply to this jurisdiction when using federal funds for the emergency management program.

Reviewed:

  
\_\_\_\_\_  
Laurence Kressel, County Counsel  
for Multnomah County

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-12 DATE 9/29/94  
DEB BOGSTAD  
BOARD CLERK

  
\_\_\_\_\_  
Beverly Stein, County Chair  
for Multnomah County

  
\_\_\_\_\_  
Penny G. Malmquist,  
Emergency Management Administrator

Date September 29, 1994

ACKNOWLEDGEMENTS

The State of Oregon Emergency Management Division hereby acknowledges the receipt of the Multnomah County Emergency Management Program Workplan for federal fiscal year 1995 and assures the pass through of available funds for eligible items and activities in compliance with the Federal Emergency Management Agency's requirements for Emergency Management Assistance funds.

\_\_\_\_\_  
Myra Lee, Director  
Oregon State Police  
Oregon Emergency Management Division

\_\_\_\_\_  
Date

## FISCAL YEAR 1995 COMPREHENSIVE COOPERATIVE AGREEMENT

### AGREEMENT ARTICLES

These articles, along with all relevant portions of the Summary Sheet of Assurances, (FEMA Form 20-16), are a binding part of the Agreement and are uniform for all States. They are compatible with Federal Emergency Management Agency (FEMA) and other applicable Federal statutes, regulations, and guidance.

---

#### Article I. Purpose

##### A. The purposes of this Agreement are:

1. to assist in the development of a comprehensive, risk-based, all-hazards emergency management system at the Federal, State, and Local levels capable of protecting life, property, and vital infrastructure in times of disaster or emergency;
2. to facilitate the delivery and use of authorized and appropriated FEMA financial and technical assistance to State and local governments; and
3. to enable the State to exercise management discretion in achieving the specified and agreed-upon objectives.

##### B. This Agreement

1. provides a funding, operating, and reporting instrument for the accomplishment of agreed-upon activities and products under the included program activities or funding sources;
2. allows the State some discretion to make use of funding resources in the accomplishment of agreed-upon objectives and some flexibility in the distribution of resources under the Agreement, within the limits of Federal law and accountability requirements; and
3. requires that the statements of work objectives contribute to the development of comprehensive all-hazards emergency management capabilities at the State and local levels.

Article II. Scope of Work

Objectives to be accomplished and project results to be produced by the State and its subgrantees are specified in the statement of work as agreed to in legal obligation by the Signatory Officials on the Assistance Award/Amendment, FEMA Form 76-10.

- A. Local governments, likewise, must be legally bound by agreements with the State for the performance of objectives for which they receive funds through the State from FEMA under this Agreement.
  - B. The statement of work must clearly describe objectives, their expected end products, milestones to be met, and source(s) of funding.
  - C. The statement of work is developed from requirements set forth in the funding source(s) program guidance.
- 

Article III. Period of Performance

- A. The period of performance for this Agreement shall be the Federal Fiscal Year 1995 from October 1, 1994 through September 30, 1995, except for final reports, audit requirements, and necessary longer periods which have been authorized and agreed upon for particular programs.
  - B. Schedules for interim objectives during the performance period are shown where applicable in the statement of work.
- 

Article IV. Agreement Officials

- A. State
  - 1. The State Signatory Official is the Governor or the Governor's designee, who is responsible for committing the State to the terms of this Agreement.
  - 2. The State Project Manager, as named on the FEMA Form 76-10, Assistance Award/Amendment, shall be the principal State Official

responsible for planning, reporting on, and assuring performance of objectives and accomplishment of results defined in the State's narrative.

**B. Federal**

1. The FEMA Signatory Official for award of the CCA shall be the FEMA Regional Director, as the principal FEMA official responsible for committing the Federal Government to the terms of this Agreement.
2. The CCA Management Administrator (MA) or Assistance Officer (AO), to be shown in block 8 on the Assistance Award/Amendment sheet, shall be the FEMA regional official delegated authority by the Regional Director to be responsible for Federal financial and administrative requirements of this Agreement. This individual may be the signatory official for amendments.
3. The CCA Management Administrator (MA), as named on the FEMA Form 76-10, Assistance Award, shall, along with designated regional personnel, be responsible for working with the State Project Manager and State staff to ensure accomplishment of the overall CCA objectives. The MA's authority derives from the Regional Director, who determines the working relationship between the CCA Management Administrator and other regional officials charged with specific funding source missions and who have responsibilities for coordination with specific States.
4. Designated Regional staff will assist the State in developing the statement of work and are substantially involved in monitoring, providing technical assistance for, and evaluating the State's work.

---

**Article V. Costs, Award Amounts, and Payments**

- A. FEMA shall not be liable under this Agreement for any amount greater than the current total award amount on the FEMA Form 76-10, Assistance Award or Amendment.
- B. No costs eligible under this Agreement shall be incurred before October 1, 1994. Through the FEMA Form 76-10, Assistance Award/Amendment, the

State is notified of the specific amount of funds made available from each funding source, subject to approval by both Federal and State officials.

- C. The State is authorized to receive payment under this Agreement in accordance with the conditions and procedures specified in CPG 1-32, FEMA Financial Assistance Guidelines. The State's SMARTLINK payment account with FEMA shall be used for CCA funding. In the absence of a SMARTLINK payment account, the State shall submit Standard Form 270, Request for Advance or Reimbursement, to request advances and reimbursements. Procedures for the establishment and operation of a SMARTLINK payment account are contained in Chapter 9 of CPG 1-38.
- 

#### Article VI. Reports

- A. Reporting shall be in accordance with CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement, which prescribes the use of the Computerized Activities Results List (CARL) for quarterly performance reports. All performance and financial reports, including the final performance report but excluding the final financial report, are due to the FEMA Regional Office within 30 days after the end of each quarter.
- B. All performance reports shall be made by updating progress information for the CCA-included work activities using the CARL database. Reports are due within 30 days after the end of each quarter, including the fourth and final. Each report incorporates and supersedes the report prior to it. Any significant deviation of quantities completed for an output requires a narrative explanation to facilitate regional monitoring and technical assistance.
- C. FEMA Form 20-10 is used for quarterly financial reporting. The final financial report, as well as other closeout information (including lists of publications produced, and a cumulative listing of Federally-owned property), is due within 90 days after the end of the Fiscal Year. If activities for a specific funding source have an end-date extended later than the end of the Fiscal Year, then a quarterly financial report must be submitted each quarter until the activities are completed and the performance period has ended.

#### Article VII. Budget Revisions

- A. Within each designated funding source (and if funding source authority allows), the State may transfer funds among cost categories (object class categories) subject to the following conditions:

1. Cumulative amounts not to exceed 20 percent of the total amount budgeted for a funding source (with the exception of CSEPP) may be transferred from any one object category to one or more other object categories, except indirect cost, without prior approval and without restriction. (This 20 percent transfer applies only to previously approved object categories.)
  2. Transfers in excess of 20 percent of the total amount budgeted for the funding source are permitted (with the exception of CSEPP), provided that the State obtains Regional Office approval and the Region must notify Headquarters by entry in the quarterly Computerized Activities Results List (CARL) transmittal memorandum.
  3. No transfers shall be made that result in failure to meet funding source objectives and management information requests or that are inconsistent with law and FEMA regulations.
- B. Under a non-construction award, the State shall obtain the prior approval of FEMA whenever any of the following changes is anticipated:
1. Any revision which would result in the need for additional funding.
  2. Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).
  3. Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
  4. Need to extend the period of performance.
  5. Changes in key persons in cases where specified in an application or grant award agreement. In research projects, a change in the project director or principal investigator shall always require approval unless waived by FEMA.
  6. Use of contracts, subgrants (if authorized by law) or otherwise obtain the services of a third party to perform activities which are central to the purpose of the award. (This approval requirement does not apply to the procurement of equipment, supplies, and general support services.)
  7. A revision that pertains to the addition of items requiring approval in accordance with the provisions of OMB Circular A-87.

- C. Under a construction award, the State shall obtain the prior approval of FEMA whenever any of the following changes is anticipated:
1. The States shall obtain prior written approval for any budget revision which would result in the need for additional funds.
  2. Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
  3. Changes in key persons in cases where specified in an application or grant award agreement. In research projects, a change in the project director or principal investigator shall always require approval unless waived by FEMA.
  4. A revision pertaining to the addition of items requiring approval in accordance with the provisions of OMB Circular A-87.
- D. When a grant or subgrant provides funding for both construction and non-construction activities, the State (or subgrantee) must obtain prior written approval from FEMA before making any fund or budget transfer from construction to non-construction or vice versa.

---

Article VIII. Reprogramming and Reallocation

- A. If legislative authority allows, funds awarded to the State for any funding source under this Agreement, which are determined to be surplus to the State's needs, may be deobligated by FEMA regions for possible reallocation to another State.
1. Reprogramming of funds to another funding source is done by FEMA headquarters.
  2. The Regional Director has authority to reallocate funds within the same funding source from one State to another during the first 9 months of the fiscal year.
  3. This authority reverts to headquarters during the last 3 months of the fiscal year, starting July 1.
  4. The reallocation authority of the Regional Director does not apply to any sums withheld from a State due to penalty or sanction.

- B. At the end of each quarter except the final quarter, the State shall determine and inform the Regional Director of any surpluses or anticipated surpluses in funding that cannot or will not be used in completing work under the Agreement for each funding source.
1. The State shall report any deficiencies or anticipated deficiencies in funding needed to complete any Agreement objectives that cannot be met. (Notification to the region on fund utilization is especially critical after the second quarter.)
  2. If surpluses are desired to be used in another funding source area or for new initiatives, Article VIII.A. and Article XII. apply.
  3. This report shall, to the extent possible, be submitted with the quarterly financial and performance reports.
- 

#### Article IX. Emergency Use of Resources

- A. In accordance with the objectives of this Agreement, and in order to enhance State emergency management, including emergency response capability, any personnel, supplies, equipment, and facilities funded in whole or in part within this Agreement may be employed in emergency operations in connection with natural or technological disasters, without change in funding source(s), subject to the following conditions:
1. Such use shall not detract from, nor be allowed to prevent, accomplishment of the objectives set forth in the statement of work for the funding source under which those resources are funded.
  2. The primary use of any resources funded under this Agreement shall be to accomplish the objectives of the funding source activity under which it is funded.
  3. The temporary reassignment of personnel otherwise authorized by this Agreement must be justifiable because of an urgent need for staff or due to the occurrence of a natural disaster as defined in Section 3 (Definitions) of the Federal Civil Defense Act of 1950, as amended.
  4. Expenses above the ordinary salary or normal program expense to support the resource (e.g., travel, per diem, etc.) must be paid by the emergency activity to which the resource is temporarily assigned.

5. No individual shall be hired or other resources acquired under this Agreement for the sole or principal purpose of use in an emergency or disaster.
  6. Personnel supported under the Act in whole or in part through contributions may be assigned to emergency response operations for up to 30 consecutive days, following the date of incidence, at the discretion of State officials, with extensions to longer periods upon request.
    - a. The Regional Director may grant an extension up to 90 consecutive days following the date of incidence.
    - b. The Associate Director for Preparedness, Training, and Exercises, may grant an extension of longer than 90 days following the date of incidence (to the end of the fiscal year).
    - c. Disaster response work during such an extension period should be documented by amendment to the CCA as contributing to the comprehensive emergency management state of preparedness.
    - d. For funding sources whose personnel are supported in whole under the Federal Civil Defense Act, when work or objectives are altered due to such extension, the FEMA and State Signatory Officials may decrease the scope of work by amendment to the CCA.
  7. An accounting audit trail must be maintained for any such use of resources.
  8. In the event the recipient fails to comply with paragraphs 1 through 7, the Regional Director shall have the right to require that use of those resources be compensated by non-FEMA sources or to disallow such use of funds.
- B. Personnel funded through the Comprehensive Cooperative Agreement (CCA) may be used as part of interstate support or FEMA support in disaster operations.
1. The Federal Emergency Management Agency (FEMA) endorses the concept that State and local emergency management personnel funded through programs included in the State's Comprehensive Cooperative

Agreement (CCA) may work in disaster operations for up to 30 consecutive days in another State where a Presidential Disaster Declaration has been issued.

2. This support may be initiated either when the affected State requests disaster operations help and the donor State offers support in accordance with pre-arranged agreements or when FEMA requests State support. Work assignments for donor State personnel should contribute to their home State's expertise to contend with a large-scale disaster of its own or to enhance the donor State's ability to work with FEMA and other Federal agencies.
3. Salaries and benefits paid in whole or in part will continue to be paid through the CCA, with per diem, overtime, transportation, and other extraordinary expenses to be paid through the recipient State's administrative allowance for the Public Assistance and/or Individual and Family Grant programs.
4. The State personnel funded under the Community Assistance Program (CAP) and the Chemical Stockpile Emergency Preparedness Program (CSEPP) in the CCA are excepted from this policy.

#### Article X. Nonperformance

- A. In keeping with the concept of a comprehensive, risk-based, all-hazards nationwide emergency management system:
  1. A State may utilize all funding sources offered, unless extenuating circumstances warrant exclusion.
  2. With regard to funding under the Civil Defense Act, the refusal of a State to participate in national security preparedness activities constitutes cause for withholding or withdrawal of civil defense funding, as determined by the Regional Director and the Director, FEMA.
- B. Failure of the State to accomplish the objectives in the statements of work or failure to meet the reporting requirements set forth in Article VI above, may subject the State to the withholding of funds provided under this Agreement, or to collection of such funds already expended.
- C. Failure of the State to accomplish the objectives in its statements of work or meet reporting requirements for the previous fiscal year may subject the State

to a diminished or withheld award of funds provided under this Agreement, as determined by the Regional Director. The award of funds under this CCA is contingent upon successful completion of the previous year's CCA work. A recipient earns renewed stewardship of Federal funding by successfully completing previous stewardship assignments.

- D. Any funds which become available to FEMA from the imposition of sanctions revert to FEMA headquarters.

---

Article XI. General FEMA Administrative/Regulatory Provisions

- A. The State, for itself and any subgrantees, and FEMA agree to carry out program, administrative, and fiscal aspects of this Agreement in accordance with the policies and procedures in:

1. A FEMA Guide to the Comprehensive Cooperative Agreement, CPG 1-38;
2. FEMA Financial Assistance Guidelines, CPG 1-32;
3. CCA General Program Guidelines, CPG 1-3; and
4. Administrative Guidelines for FEMA Assistance Programs, FEMA Manual 2100.2.

Legal documents specified in the program guidance are hereby incorporated by reference to the applicable funding source(s).

- B. The Applicant for itself and its subgrantees, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including Executive Order 12372, revised OMB Circular A-87, Executive Order 10582, 5 CFR, Part 900, and FEMA Form 20-16, Summary Sheet of Assurances, as they relate to the application, acceptance, and use of Federal funds for all federally assisted projects to be carried out under the terms of this Comprehensive Cooperative Agreement.
- C. Press releases, brochures, and other public dissemination of information by the recipient must acknowledge FEMA assistance support of the project. For any publication, the contents of which were based or developed under a FEMA supported assistance agreement, the recipient must include a statement acknowledging FEMA support substantially as follows:

"This project has been financed (in part/entirely) with Federal funds from the Federal Emergency Management Agency under FEMA Comprehensive Cooperative Agreement number \_\_\_\_\_. The contents do not necessarily reflect the views and policies of the Federal Emergency Management Agency."

---

## Article XII. Amendments

- A. State-initiated changes in the Agreement shall be submitted in accordance with CPG 1-32, FEMA Financial Guidelines, and CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement.
1. The approved statement of work must be revised within the general scope of the pertinent requirements, along with written justification for the change.
  2. Changes to the budget are to be submitted as a revision of the data on the Budget Information forms used for the original budget estimate (FEMA Form 20-20 or 20-15).
  3. The FEMA Signatory Official uses the FEMA Form 76-10, Assistance Award/ Amendment, to offer proposed amendments to the State or to notify the State of approval of a State-initiated amendment.
  4. The FEMA Form 76-10 is also used to record and report all funding actions pertaining to the Agreement, and provides a summary of the status of funding as of the date of the most recent funding action.
- B. FEMA reserves the right to deobligate funds already made available to the recipient through this instrument.
1. This action may be necessary because of Federal funding cutbacks required by Federal deficit reduction legislation.
  2. All other remedies, however, will be exhausted before such deobligation is used.
-

Article XIII. Audit Provisions

The State is required to have an audit conducted in accordance with Public Law 98-502, the Single Audit Act of 1984.

- A. Implementation requirements of this law are established by the regulations in OMB Circular A-128 (and OMB Circular A-133, as appropriate).
- B. FEMA's implementing regulations appear at 44 CFR Part 14, Administration of Grants: Audits of State and Local Governments.
- C. OMB Circular A-128 provisions are set forth in Appendix A of 44 CFR Part 14.

Article XIV. Equal Opportunity in Preparedness

Emergency preparedness that discriminates, deliberately or inadvertently, against any person or group of persons on the basis of race, sex, age, handicap, language, or other condition by failing to provide for equitable protection, information, relief, and other assistance for all persons under the aegis of the State or local jurisdiction is acknowledged to be against the law. Planning, training, and other pertinent activities or products that discriminate shall not be acceptable as meeting the terms of this Agreement.

- A. In particular, emergency planning, public information and resources shall address the special needs of the mentally or physically handicapped, the elderly, the illiterate, the non-English speaking, the institutional, and any other to whom standard preparedness provisions might not apply or suffice.
  - B. Affirmative effort shall be made to obtain participation from women, minorities and handicapped persons as well as the general public in consideration of preparedness measures, in the delivery of training, and in the implementation of emergency actions.
  - C. FEMA's equal opportunity checklist system reports State and local compliance with the emergency preparedness requirements of this Agreement. The CCA recipient agency is responsible for ensuring that the checklist is used according to instructions issued by and available from FEMA's Office of Equal Opportunity.
-

#### Article XV. Substantial Federal Involvement

The FEMA regional office is substantially involved in working with each State through its CCA from initiation to completion in:

- A. collaborating on development of statements of work;
- B. monitoring State performance to ensure timely, quality results;
- C. providing on-site visits, training, and technical assistance to States; and
- D. accepting or rejecting State work products or outputs.

The FEMA national office is substantially involved in establishing program and financial policies and in managing and coordinating overall CCA process procedures and information.

---

#### Article XVI. Interagency Coordination

- A. The State shall identify any Federal financial and technical assistance from a non-FEMA source which impacts on any FEMA-supported funding source.
  - B. The State shall also explain any interrelationships between non-FEMA Federal sources and FEMA-supported programs on outputs or products being produced jointly.
  - C. This information should be included by the State in the statement of work and should indicate the activities impacted.
- 

#### Article XVII. Use of Civil Defense Resources in National Security Crisis

- A. In the event a national security crisis should arise, the Director, FEMA, may redirect State use of civil defense-supported resources under this Agreement to prepare against the crisis. The redirected resources are to be used in connection with a "surge" effort whereby national security preparedness resources could be vastly and rapidly increased. The Director may direct the manner of obligation of these resources consistent with overall civil defense national security objectives.

- B. "Surge" resources can be unilaterally obligated to State and local governments by FEMA, in amounts specified by Congress, by assent of each State recipient to this Article. The amounts of funding for specific kinds of resources and any terms and conditions will be issued by the Director, FEMA. Negotiation and bilateral agreement may not be possible but will be considered if time permits.

Article XVIII. Closed Captioning of Federally Funded Television Public Service Announcements

The Americans With Disabilities Act (P.L. 101-336) of July 26, 1990, amended the Federal Communications Act of 1934 to require closed captioning of all federally funded public service announcements (PSA'S) appearing on television. The relevant portion of the law states:

"Section 402. Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal government shall include closed captioning of the verbal content of such announcement. A television broadcast station licensee (1) shall not be required to supply closed captioning for any such announcement without transmitting a closed caption unless the licensee intentionally fails to transmit the closed caption that was included with the announcement".

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY95

FUNCTION: Training and Education

QUARTER: Basic

---

FUNCTION DEFINITION:

Development and delivery of training and education activities. Included in this function is formal training designed to teach personnel how to perform specific emergency management job functions, and materials and activities that promote public awareness and educates audiences about all phases of emergency management.

PURPOSE STATEMENT:

To develop a training and education program for your jurisdiction.

---

Activity #	Description	Qtr	Scheduled	Completed
1.	Conduct an ICS Finance class	1	Oct	
2.	Conduct an Intro to ICS class	1	Dec	
3.	Conduct an Intro to ICS class	2	Mar	
4.	Conduct an Intro to ICS class	3	May	
5.	Conduct an Intro to ICS class	4	July	
6.	Attend Public Officials' Confer.- Penny	1	Nov	
7.	Attend Public Officials' Confer.- Penny	3	May	
8.	Attend State Workshop - Penny	3	Aug	

## Activity Narrative

**FUNCTION: Training and Education**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

---

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT  
EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY95

FUNCTION: **Planning**

QUARTER: Basic

FUNCTION DEFINITION:

Development of mitigation, preparedness, emergency response operations, and recovery plans along with standard operation procedures and hazard identification and risk assessment. This function also includes the supporting government agencies, volunteer organizations, private sector, and organizations with special needs. This includes reviewing, approving and integrating requirements among agencies.

PURPOSE STATEMENT:

To develop a Planning strategy for your jurisdiction.

Activity #	Description	Qtr	Date	Completed
1	Forward latest copy of County EOP to Oregon Emergency Mngmt	1	Dec	
2	Provide State OEM with a copy of Agreement between County and Cities.	1	Dec	
3	Update County Administrative G.	3	Jan	
4.	Update Fairview Admin. G	1	Nov	
5.	Update Wood Village Admin. G.	1	Nov	
6.	Update Troutdale Admin G.	1	Nov	
7.	Update County Resource G.	1	Oct	

8.	Update Fairview Maj Not G	1	Dec
9.	Update Wood Village Maj Not. G.	1	Dec
10.	Update Troutdale Maj Not G.	1	Dec
11.	Update County Public Info G.	2	Jan
12.	Develop County Comm. G.	2	Mar
13.	Request use of State Fire Net frequency for Emergencies	2	Mar
14.	Develop County Individ. Asst. G.	3	May
15.	Develop County Restoration G.	3	Jun
16.	Develop County Medical G.	4	Jul
17.	Develop County Recovery G.	4	Sept
18.	Provide quarterly updates to County, City and Fire District Boards	1 2 3 4	Sept Jan Apr July

## Activity Narrative

**FUNCTION: Planning**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

---

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT  
EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY95

FUNCTION: **Mitigation**

QUARTER: Basic

---

FUNCTION DEFINITION:

This function relates to those predetermined preparedness measures which should be initiated to prevent or alleviate a specific threat.

PURPOSE STATEMENT:

To develop a mitigation plan and activities for your jurisdiction.

---

Activity #	Description	Qtr	Date	Completed
1	Update the Cnty Actual Occurrence Section of the Hazard Analysis	1	Dec	

## Activity Narrative

FUNCTION: **Mitigation**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

---

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY95

FUNCTION: **Survival Crisis Management**

QUARTER: Basic

---

FUNCTION DEFINITION:

Includes activities focused on maintaining the ability to survive and continuing to direct and control emergency operations and continuing to govern, regardless of the type and extent of the emergency. Developing a survivable communications system is an integral part of this function.

PURPOSE STATEMENT:

To develop a Survivable Crisis Management System for your jurisdiction.

---

Activity #	Description	Qtr	Date	Completed
1.	Remodel old Hazmat unit to new Command Post	3	Jun	
2.	Evaluate office computer capability in order to install in Emergency Center.	3	Jun	
3.	Investigate purchase of ICS Computer software for use in Emergency Center.	3	Jun	
4.	Investigate purchase of Cnty Disaster Net radios from PDX to give to East Cnty Cities and Fire Districts.	3	Jun	

## Activity Narrative

**FUNCTION:      Survivable Crisis Management**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

---

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY95

FUNCTION: Public Relations

QUARTER: Basic

---

FUNCTION DEFINITION:

Includes those activities which increase the ability of a jurisdiction to provide the community with public information as well as those activities which increase the general public's knowledge of emergency management.

PURPOSE STATEMENT:

To develop a Public Relations plan for your jurisdiction.

---

Activity #	Description	Qtr	Date	Completed
1.	Respond to citizen and B & I requests	1-4	All	
2.	Submit evaluation of services provided to citizens and B&I.	1-4	All	
3.	Submit monthly public education articles in at least two newsletters per month.	1-4	All	
4.	Provide EQ pamphlet to all elementary education children in private and public schools in which Multnomah County is responsible.	3	Apr	
5.	Provide EQ drill guidance to all private and public schools in which Multnomah County is responsible.	2	Mar	

## Activity Narrative

**FUNCTION: Public Relations**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

---

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY95

FUNCTION: Exercise

QUARTER: Basic

---

FUNCTION DEFINITION:

Provides for the design, conduct and evaluation of activities that test the integrated capabilities of organizations to implement their emergency operations plans under simulated emergencies of disaster.

PURPOSE STATEMENT:

To develop and implement an exercise program for your jurisdiction.

---

Activity #	Description	Qtr	Date	Completed
1.	Conduct a County Natural Hazard functional exercise - Flood.	2	Feb	
2.	Conduct a Troutdale tabletop exercise.	3	June	
3.	Conduct a Wood Village tabletop exercise.	3	June	
4.	Conduct a Fairview tabletop exercise	3	June	

## Activity Narrative

FUNCTION: **Exercise**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

---

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

## Schedule of Tasks

Oct	Cnty - Resource G Conduct ICS class - Finance
Nov	F - Admin G. W - Admin G T - Admin G Attend Public Offc Conf
Dec	F - Maj Not G W - Maj Not G T - Maj Not G Conduct ICS Class - Intro
Jan	Cnty - PIO G
Feb	Cnty Functional Exercise - Flood
Mar	Cnty - Communications G Conduct ICS Class - Intro.
Apr	Participate in School Earthquake Month
May	Cnty - Individ Assist. G. Conduct ICS Class - Intro Attend Public Offc Conf
June	Cnty - Restoration G. Complete remodel on Command Post Complete communications & computer install in Emergency Center
July	Cnty - Medical G. Conduct ICS Class - Intro
Aug	Attend State Workshop
Sept	Cnty - Recovery G.

# Drug Free Celebration



National Family Partnership

Meeting Date: SEP 29 1994

Agenda No.: R-1

(Above Space for Board Clerk's Use *ONLY*)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Proclamation - October 23 through October 31, 1994 as Red Ribbon Week

**BOARD BRIEFING:**      Date Requested:  
                                 Amount of Time Needed:

**REGULAR MEETING:**      Date Requested:           Thursday, September 29, 1994  
                                 Amount of Time Needed:           9:30 AM Time Certain Requested

**DEPARTMENT:** Nondepartmental      **DIVISION:** Chair's Office

**CONTACT:** Delma Farrell      **TELEPHONE:** X- 3953  
   **BLDG/ROOM:** 106/1410

**PERSON(S) MAKING PRESENTATION:** Gary Smith, Executive Director, The Oregon Partnership

**ACTION REQUESTED:**

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL       OTHER

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

In the Matter of Proclaiming October 23 through October 31, 1994 as Red Ribbon Week in Multnomah County, Oregon

200  
9/29/94 ORIGINAL to GARY Smith, COPY to Delma Farrell

**SIGNATURES REQUIRED:**

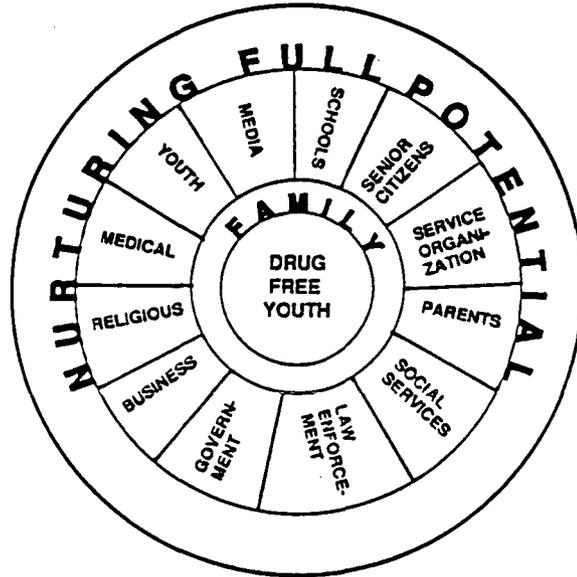
**ELECTED OFFICIAL:** Beverly Stein  
**OR**  
**DEPARTMENT MANAGER:** \_\_\_\_\_

1994 SEP 21 PM 3:15  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

*Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.*

# The Community Wheel



## How Everyone in the Community Can Participate

- Wear red ribbons to demonstrate your support for healthy, drug free lifestyles.
- Participate in Red Ribbon Celebration activities.
- Display red ribbons, banners and posters.
- Offer to serve on a Red Ribbon Committee or volunteer to help with Red Ribbon Celebration activities.
- Sign the back of a red ribbon with the name of someone you love and for whom you wish a healthy, drug free life.
- Send your ribbons to your NFP State Affiliate or to the NFP National Office to be presented in Washington, DC.

## FAMILIES

- Educate yourself about the harmful effects of drugs, including tobacco, alcohol and other drugs to become credible with your child.
- Take time to talk with your child about tobacco, alcohol and other drugs.
- Start a parent coalition in your community. (Contact NFP for a brochure.)

# Athletic Teams

- Dedicate a game to Drug Free Youth and pass out red ribbons to fans.
- Organize a special Red Ribbon Ceremony during half-time of the game scheduled during Red Ribbon Celebration.
- Hold a drug education program for staff and team members.
- Have cheerleaders perform drug free cheers during half time.
- Display "(team name) Drug Free and Proud" on the scoreboard during the game.
- Decorate sports venue with red ribbons and a banner.

## Government and Law Enforcement

- Include Red Ribbon Celebration message or ribbon in employee paychecks
- Hold a drug education program for employees.
- Fire departments can help decorate light poles and buildings with red ribbons.
- Libraries can display a basket of red ribbons, and create a permanent drug prevention education resource center.
- Legislators can promote the Red Ribbon Celebration in speeches and newsletters.
- Offer to speak at community programs on alcohol and other drugs.
- Organize a special drug seminar for the community or the law enforcement officers.

## Media

### TV, Radio and Newspapers

- TV and Radio: Make public service announcements. Invite Red Ribbon Community leaders to appear on talk shows.
- Editors: Assign reporters to cover and photograph Red Ribbon Celebration Activities.
- Feature drug prevention education information during the Red Ribbon Celebration.
- Publish a special Red Ribbon Week insert in newspapers with articles and ads.
- Use drop in ads about drug prevention education.
- Hold a drug education program for employees.

### Out of Home Media

- Offer free billboard space, bus advertising or bus stop signs to Red Ribbon Celebration coordinators in your town.

## Senior Citizens

- Schedule a drug education program including prescription and over-the-counter medications, for a Senior Citizens meeting.
- Educate yourself and talk to your grandchildren about the damaging effects of alcohol and other drugs on youth.

## Business

- Support a school by purchasing ribbons for the children.
- Display cafeteria tent cards to give your employees drug free messages.
- Promote the Red Ribbon Celebration in company newsletter, on grocery bags, on marquees, on "For Sale" signs, etc.
- Hold a drug education program for employees.
- Donate funding to the Red Ribbon Celebration Committee to help underwrite the cost of events, printing, etc.
- Advertise red ribbon special discounts or sales for customers wearing a red ribbon.
- Start a parent networking group in your business with brown bag lunches.

## Healthcare

- Hospitals can provide red ribbons on the food trays, or create a special tray liner dedicated to the Red Ribbon Celebration.
- Create an informational display on the hazards of tobacco, alcohol and other drug use.
- Adopt a school and donate ribbons for Red Ribbon Week.
- Speak out about the health risks associated with the use of tobacco, alcohol and other drugs.

## Social Services

- Encourage other agencies to become involved in the celebration.
- Mention the Red Ribbon Celebration in agency newsletters.
- Speak out about the harmful effects of tobacco, alcohol and other drug use, and also their effects on the family.

# Religious Community

- Address the drug problem in the sermon and promote drug free lifestyles.
- Include a special Red Ribbon Celebration insert in your bulletins, and announce the Red Ribbon Celebration community activities in your newsletters.
- Sponsor in-service educational programs for priests, ministers, rabbis, teachers, secretaries, volunteers and the congregation.
- Hold prayer vigils for those affected by the use of drugs.
- Address alcohol and other drug problems in youth and adult meetings.

## Service Organizations

(for example, Kiwanis, Lions, Optimists, etc.)

- Adopt a school and donate red ribbons to the students and staff.
- Educate members by holding special drug education programs at meetings.
- Underwrite cost of red ribbon supplies for low income children.
- Distribute accurate drug information to your members and/or the community. (Call NFP for brochures and information)

## Education

- Provide drug education in-service for faculty and non-teaching staff.
- Invite families to a special health or drug education program.
- If your school does not have a drug free youth group, use the Red Ribbon Celebration to generate interest for organizing one. Call the NFP office for more information.
- Incorporate a few of the following classroom activities into your curricula.

## Classroom Activities

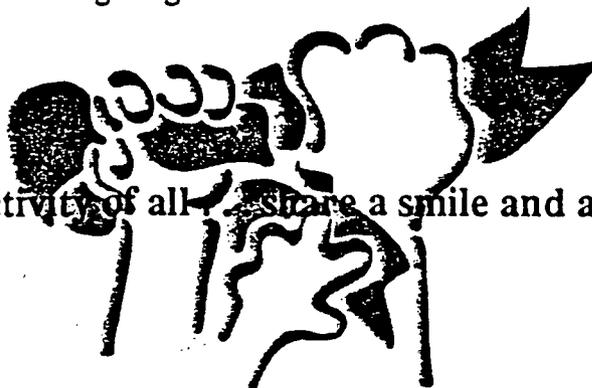
Education is a vital part of the Red Ribbon Celebration. Red Ribbon Celebration activities provide a wonderful opportunity for teaching drug prevention in a positive way. This suggested curricula is appropriate for use any time during the year. Choose the activity that best fits your grade level.

- Hold a classroom discussion about drugs.
- Teach young students a drug free song.
- Discuss what makes up a healthy lifestyle.
- Discuss peer pressure and how to make healthy choices.
- Have students write essays about alcohol and other drug dangers; e.g., how to avoid alcohol and other drug situations, and how to resist peer pressure.
- Have students outline the physiological and physical abilities necessary to safely ride a skateboard, roller blades or bicycle and list the ways the use of drugs impairs these abilities.
- Have students create slogans for posters and bumper stickers that emphasize the fact that people do not think it is cool to use drugs.
- Have students write letters to the editor about the benefits of living drug free.
- Have students find out why the Surgeon General's warning is on cigarette packages.
- Have students incorporate facts about drugs into rap songs.
- Discuss the role that exercise and good health play in developing healthy minds and bodies.
- Create a bulletin board with the title, "Yes I Can!" Supply "cans" made from construction paper to each student. Have them create their own labels for the cans, including their name and a skill or activity at which they excel. Attach the "cans" to the bulletin board. A few real, empty cans added to the board create a good three-dimensional effect.
- Have students work in teams to interview smokers or ex-smokers to determine why they wish had never started. Have the teams report their findings to the class.
- Compose warning labels for alcohol beverages.
- Write and perform skits with anti-alcohol and drug themes.
- Give an essay assignment, opinion writing, about the use/abuse of chemicals.
- Have students write letters or poems, or make a presentation to younger students sharing how they resisted the pressure to use drugs.
- Give information about teenage alcoholism and its prevalence in our society.
- Discuss tobacco, alcohol and other drug use by professional athletes. Who are the positive role models for drug abstinence?
- Discuss the dangers of steroid use. Discuss your school policy on drug use and possession.

## Red Ribbon Activities Continued . . .

- All campus relays: Each grade picks their team, teams are about 25 kids. Relay activities include things like . . . basketball freethrows, sew a straight seam in home ec. . . computer problems. . . math problem to do in the math department . . . sentences in a language in the foreign language department and serves on the tennis courts. Runners take the baton from one activity to another as each activity is finished. Each activity is given points and points are given for the class who finishes first. Class that has the most points wins.
- After registration has taken place for new students and transfers have a beach party with drug free kids and invite the new students to attend.
- Have a concert or dance for drug free youth on New Year's Eve.
- Once a month, after school show a video in the school auditorium (kids can bring friends and family) to encourage kids with "time" on their hands, to be involved in a positive activity, serve popcorn and soda. (Ask local businesses to make donations for snacks.)
- Rent a movie theater (or ask the owner to donate it for one night) and have a drug free and proud night. Anyone wearing a red ribbon gets into the movie free. Movies are shown one after another until curfew time. Encourage parents to attend the movies with their children.
- Cut strips of red construction paper, have kids write their names on them, then link them together into a paper chain - - "Link Up to Fight Drugs."
- Coordinate a drug free hayride for Halloween.
- Ask a local retailer to sponsor a red ribbon fashion show using only red clothing.
- Ask the high school art class to make "Drugs are Garbage" signs for the trash cans or garbage trucks at school or around town.
- High school students can go to elementary schools and tie red friendship bracelets on the younger students encouraging them to be drug free.
- Elementary students make "Drug Free and Proud" banners imprinted with hand prints to be hung in the city or town hall the month of October.
- School kids can present an alcohol and other drug prevention program to their parents.
- Have kids make red or red and white bracelets from embroidery thread or ribbon and then wear as a statement of their being drug free.

Remember, the simplest activity of all . . . share a smile and a word of praise! ! !



- Have students make hand puppets out of socks or paper bags and put on a drug free show.
- Highlight/discuss news articles about the government's handling of drug smuggling, zero tolerance, supply vs. demand.
- Have students collect information on drugs from law enforcement and drug prevention agencies in their community and report their findings to the class.
- Hold debates about drug testing and penalties. What should society and government do about the drug problem?
- Project costs incurred by a "heavy smoker" over a 35 year period.
- Have students create graphs to depict statistics related to substance abuse. Example: How many alcoholics are there in the United States? How many gallons of alcohol are sold in a year? What percentage of alcohol consumed in the United States is consumed by alcoholics?
- Have students research the amount of revenue generated in the state by alcoholic beverage and tobacco taxes.
- Discuss how tobacco, alcohol and other drugs physically harm your vocal cords.
- Have students write a song or musical about not using drugs and why. Arrange it and perform it.
- Have students draw a picture of the brain, indicating which areas control various parts of the body. Have them note which parts of the brain alcohol affects first, how it impairs vision, responses, etc.

## Youth

- Encourage your friends to be drug free.
- Sign a pledge card that shows your commitment to being DRUG FREE and PROUD!

Below are activities for youth to enjoy during Red Ribbon Week and all throughout the year. Everyone in the community will enjoy participating. Have fun and let your imagination run loose!

## Red Ribbon Activities

- Poster contests, essay contests, radio PSA contest and put winners on local stations.
- Daily announcements about staying drug free on P.A. system at school written by kids.
- Hold dance after a game; anyone who is wearing a red ribbon gets in free.
- Hold scavenger hunts, bike rallies and treasure hunts for the kids during the Red Ribbon Celebration.

# RED RIBBON

CELEBRATION



OCT. 23-31, 1994

**T**ogether, we are making a difference.

Thanks to people like you, and millions of other concerned Americans, the collective voice of the National Family Partnership (NFP) continues to make a very real, very positive impact on drug prevention.

What began in 1980 as a grassroots coalition of families, neighbors and friends, alarmed over the invasion of drugs and alcohol in their children's lives, has become the National Family Partnership of today. A network of hundreds of organizations and thousands of volunteers from coast to coast is committed to nurturing the full potential of all children by opposing the illegal use of tobacco, alcohol and other drugs.

Through prevention programs, we are delivering a message of hope to the millions of kids who face the realities of drug

abuse every day. And one of the most important messages we send is through the National Red Ribbon Celebration.

Red Ribbon was born in response to the death of Drug Enforcement Administration Agent, Enrique (Kiki) Camarena. Abducted by drug dealers while on duty in Mexico in February 1985, Camarena's badly beaten body was discovered one month later. Members of NFP wore small badges of red satin in memory of Camarena and to encourage others to take a stand against drugs.

Community by community, the symbolism quickly caught on: Kiki Camarena's murder served as a catalyst to call people to action, and make a visible commitment by wearing and displaying Red Ribbons as a symbol of the nation's intolerance to drugs. Since the first National Red Ribbon Celebration in 1988, over 120 million people have joined the ranks of those who

are celebrating their choice to live healthy, drug-free lifestyles.

NFP is planning to take the National Red Ribbon message one step further. We're asking Red Ribbon participants to sign their Red Ribbons and send them to their local, state NFP organization or the National Office in St. Louis, Missouri. Our goal is to take millions upon millions of Red Ribbons to Washington, DC and present them to government leaders. Our presentation will make a unified and undeniable statement against drugs.

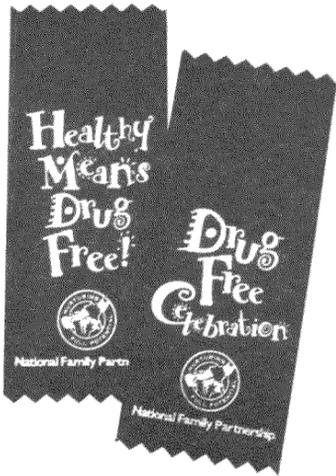
The National Red Ribbon Celebration is October 23-31. We count on your support to send a collective message child by child, family by family, neighbor by neighbor, ribbon by ribbon...to all young people across the nation: Healthy Means Drug Free.

Thanks for your caring.



The National Family Partnership subscribes to the philosophy of no use of illegal drugs and no illegal use of legal drugs.

# 1994 RED RIBBON CELEBRATION SUPPLIES



### Celebration Premium Satin Ribbons

2" x 5" satin ribbons are available in two messages! Wear your Red Ribbon to show support for drug prevention during your celebration. Sign the back with the name of someone you wish to live a healthy drug free life-style and send it to OP. (1041) "Healthy Means Drug Free" (1042) "Drug Free Celebration" Both designs \$31.00 package of 200

To customize your celebration satin ribbon, send your black and white camera ready artwork with your order form. (102T) "Healthy Means Drug Free" (103T) "Drug Free Celebration" Both designs \$40.00 package of 200 minimum order of 5 packages

Call The Oregon Partnership for special pricing on orders of more than 25 packages.



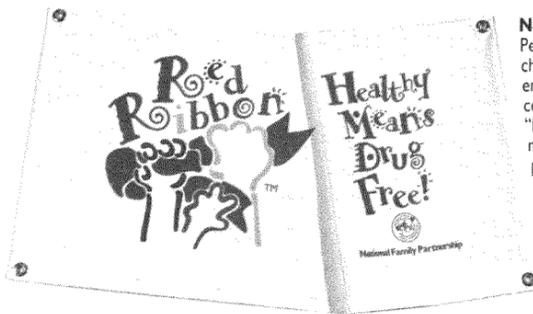
### CELEBRATE!!!!

Red Ribbon message with bright 4 color design sticker. (5161) Stickers \$32.00 each package of 1,000 2 1/4" stickers



**Year Round Stickers**  
Perfect for Junior High and High School Students  
Strong Drug Prevention Message  
"Body in Check-Mind in Control". (5061) "Body in Check" 2 1/4" stickers \$20.00 each package of 500  
Now available year-round!

**Body In Check Button**  
2-color metal button. (5062) 2 1/4" Button \$30.00 each package of 100  
Now available year-round!

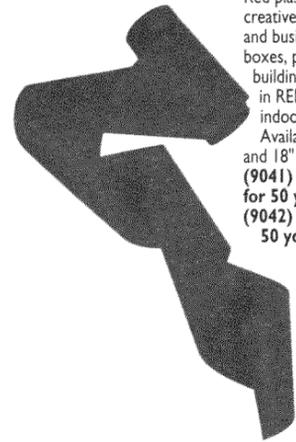


**New, 4-Color Banner**  
Perfect for schools, churches, rallies, office entrances and community center displays!  
"Healthy Means Drug Free" message. 3' x 6' polyethylene banner with 4 ft. rope extensions. (7031) 4 color banner \$26.00 each

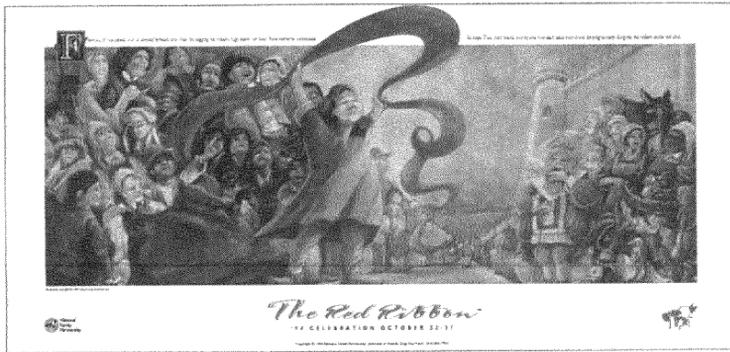


**Great Value!**  
New reusable ribbon sticker. This self-adhesive paper ribbon is available in English and Spanish. Great for sporting events, rallies, parades, student assemblies and more!  
(3741) English (3745) Spanish Spanish or English \$35.00 per package of 500

To customize your Paper Ribbon, send black and white camera ready artwork with your order form. (374T) English (375T) Spanish \$72.00 per package of 1,000  
Minimum order: 10 packages of one language  
Call OP for special pricing on orders more than 25 packages.



**Heavy-Duty Plastic**  
Red plastic is perfect for any creative drug prevention school and business activity. Wrap boxes, poles, classrooms, building or entire communities in RED. Great for making indoor or outdoor bows. Available in 4 1/2" width and 18" width. (9041) 4 1/2" \$12.00 each for 50 yd. roll (9042) 18" \$26.00 each for 50 yd roll



**1994 Theme Poster**  
13" x 28" multi-color poster  
Beautiful illustration from the upcoming Red Ribbon Storybook.  
(7140) Theme Poster \$19.00 per package of 20

**Commemorative Poster Set**  
Includes a 1992, 1993 & 1994 poster  
(7141) Poster Set \$10.00 per set  
Now available year-round!

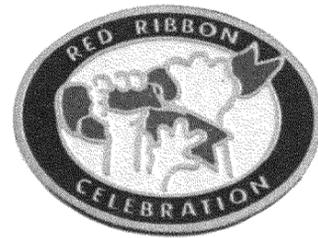


**"Body in Check - Mind in Control" T-Shirt**  
Great for Teens and Adults. Bright 4 color Red Ribbon Celebration Design on front. One color "Body in Check-Mind in Control" message on back. (914T) "Body in Check" t-shirt \$12.00 each  
Sizes: x-small, small, medium, large, x-large.  
\$13.00 each  
Size: xx-large  
(Be sure to indicate size(s) on order form)



**Boo and Friends**  
"Say Boo to Drugs" sticker is now joined by 5 new characters who reinforce the drug-free message throughout the year. 2" stickers are performed for easy distribution. (4600) "Say Boo to Drugs" (4610) "Don't be a Stupid Cupid" (4611) "Don't Be a Dumb Bunny" (4612) "Don't Be a Turkey" (4613) "Don't Push Your Luck" (4614) "Drugs will get you Grounded" Each design \$20.00 per roll of 500  
Now available year-round!

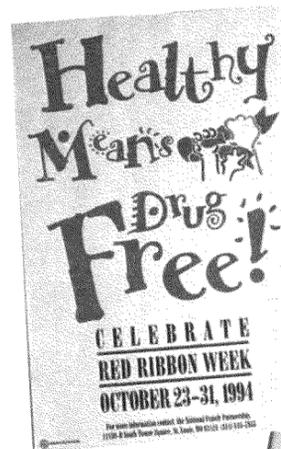
**"Say Boo to Drugs" Button**  
2 1/4" 3-color metal button. (4615) Say Boo Button \$30.00 each pkg. of 100  
Now available year-round!



**Beautiful Enamel Lapel Pin**  
1" oval lapel pin with gold trim and hands design  
(3174) Pin \$3.50 each or \$30.00 per package of 10  
Now available year-round!



**"Say Boo to Drugs" T-Shirt**  
Everyone loves this wacky vibrant t-shirt. New 5 color design available on a white or black t-shirt. (954T) Boo white t-shirt (955T) Boo black t-shirt \$12.00 each  
Sizes: x-small, small, medium, large, x-large.  
\$13.00 each  
Size: xx-large  
(Be sure to indicate size(s) on your order form)  
Now available year-round!



**Celebration Announcement**  
11" x 17" Very affordable 4-color "Healthy Means Drug Free" message. (8150) Announcement \$12.00 per pkg. of 50  
Now available year-round!

**Red Ribbon Celebration Handbook**  
Helpful guide for planning a successful Red Ribbon Celebration. (7311) Handbook \$4.00 each  
Now available year-round!

**Red Ribbon Pledge Cards**  
These 3 1/2" x 8 1/2" 2-sided cards are a visible way to demonstrate a commitment to drug prevention. (8101) Pledge Card \$8.00 per pkg. of 50  
Now available year-round!

The proceeds from the Red Ribbon Celebration help support drug prevention at local, state and national levels.



Nonprofit Org.  
U.S. POSTAGE  
PAID  
Portland, OR  
Permit No. 4421

*The Red Ribbon*

**The Oregon Partnership Inc.**  
123 NE Third Avenue, Suite 470  
Portland, OR 97232  
(503) 239-7999  
Fax (503) 235-9799

## Letter From Norma Paulus

Greetings to all Oregonians.

I am pleased to serve as the Honorary Chair of the 1994 Red Ribbon Celebration. This celebration contributes substantially toward the efforts to educate our youth of the risk factors associated with drug use. With events like the Red Ribbon Celebration, we can increase awareness among Oregonians and help people reduce the risks in their own lives.

Join in this celebration of those in our community that have wisely elected to live a drug-free lifestyle. Wear and display a red ribbon proudly during the week of October 23-31. Working together, we can make Oregon drug-free.

Norma Paulus  
State Superintendent of Public Instruction

## Letter From President Clinton

As Honorary Chairman of the 1994 Red Ribbon Celebration, I am delighted to greet the staff and supporters of the National Family Partnership as you work to make this year's celebration the most successful ever.

Children are our nation's most important resource and most profound responsibility. Only when our young people are provided with the best care and education possible can we truly say that we are prepared for the challenges of the twenty-first century. Unfortunately, too many of our children still suffer from the devastating effects of alcohol and drug abuse, and their potential and talent are compromised as a result.

I am pleased that all of you are continuing your vital efforts to provide hope and guidance for young people at this pivotal time in their lives. I encourage all of our citizens to join the Red Ribbon Celebration, signing each ribbon with the name of a loved one inscribed on the back. Unified by our love for our children, I know that we can create a brighter future for the generations to come.

Best wishes to all for a productive celebration.

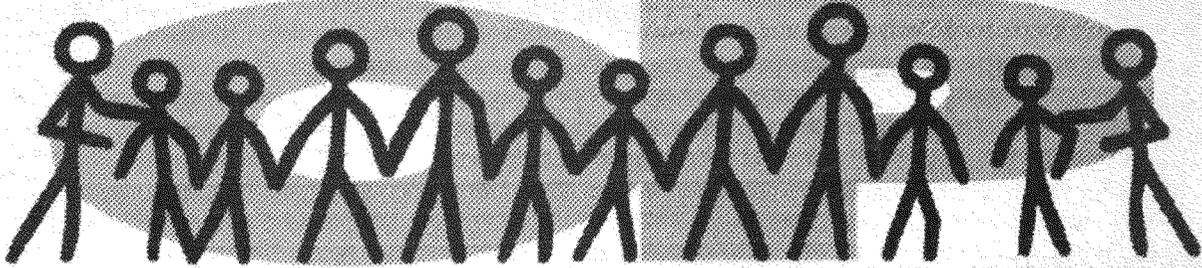
## Red Ribbon Activity Schedule

- Saturday & Sunday, Oct. 22-23 ..... Red Ribbon Religious Weekend
- Monday, Oct. 24 ..... Red Ribbon Decoration
- Tuesday, Oct. 25 ..... Reach Out Day
- Wednesday, Oct. 26 ..... Wear Red Day/Rally Day
- Thursday, Oct. 27 ..... Pledge and Sign-up Poster Day
- Friday, Oct. 28 ..... Red Ribbon Recognition Day
- Saturday & Sunday, Oct. 29-30 ..... Sports Weekend
- Monday, Oct. 31 ..... "Say Boo to Drugs" Day



### NFP Ambassadors

Myrna and Dora Camarena  
Milton Creagh  
Robert L. DuPont, M.D.  
Mrs. Ronald Reagan  
Eric A. Voth, M.D.



# THE OREGON PARTNERSHIP

Convention Plaza Building, 123 N.E. 3rd Avenue, Suite 470, Portland, Oregon, 97232

## Communities Join Oregon Together!

**F**ifty-five Oregon communities are using a research-based, risk-focused approach to reduce problem behaviors in youths and are formulating plans to increase protective factors.

What problem behaviors are they concerned about?...drug abuse, delinquency, violence, school drop-out, and teen pregnancy. Are they inter related?... yes, they do have some common risk-factors.

The traditional approach to teens with problem behaviors is treatment. This strategy has met with only modest success, and it is costly since problems must be addressed individually.

*Communities That Care* has developed a model from research done by Dr. J. David Hawkins, Dr. Richard F. Catalano, a team of researchers at University of Washington, and colleagues from all across the country. They have synthesized the research and organized existing prevention strategies into a comprehensive program for communities called Oregon Together!

Oregon Together! provides preliminary training to assist communities in identifying risk factors unique to that commu-

nity. The risks and the problem behaviors they predict are grouped into four categories:

**Community Risk Factors** relate to the attitudes, laws, stability, economic conditions, and drug and firearm availability in the community.

**Family Risk Factors** reflect the reality that children repeat behaviors they are exposed to at home. These factors include substance abuse, criminal behavior, and teen pregnancy. Children raised in an environment of family conflict appear to be at risk for all of the problem behaviors.

**School Risk Factors** include early and persistent antisocial behavior, academic failure, and lack of commitment to school.

**Individual/Peer Risk Factors** address alienation and rebelliousness, peer-pressure, acceptance of negative attitudes, and early initiation to problem behavior.

The research shows that exposure to a greater number of risk factors increases a young person's risk exponentially. Communities must strive to reduce as many risk factors as possible.

However, protective factors can help balance and counter-see Oregon Together (page 3)

## Straight Talk from The Oregon Partnership's Executive Director Smith speaks out on current events

**"I**t was the best of times; it was the worst of times." I think of this quote from *A Tale of Two Cities* from time to time during my life when I encounter striking contradictions surrounding me.

As this, the second edition of The Oregon Partnership's quarterly newsletter goes to print, I am struck by powerful evidence that alcohol and other drug use ruin lives and threaten to tear communities apart across America. On the other hand, I am equally impressed by the outstanding work of many Oregonians who band together at the local level to volunteer their time or work for low pay in order to help prevent our children from using alcohol and other drugs.

Clearly, among examples of the "best of times" are the 55 Oregon Together Communities. This newsletter celebrates the efforts and achievements of these communities.

Another "best of times" is The Oregon Partnership and its

success in establishing itself as one of the state's positive forces in the prevention and treatment referral area.

•Portland's "Say No To Drugs March," May 20, 1994, attracted about 13,000 school age children and adults who publicly demonstrated their commitment to a healthy, drug-free lifestyle. In addition, "Say No to Drugs" marches took place in several other Oregon communities.

•The Partnership's Alcohol and Drug Help Line recently set a record by receiving over 1400 calls in a one-month period.

•Activities are well under way for this year's Red Ribbon celebration that will get the word out to schools and businesses about the advantages of avoiding drug use and serve to further unite communities across the state.

Now let's take a look at some of the "worst of times" from the past few weeks.

•A former teenage tennis star is arrested on a drug related

see Straight Talk (page 2)



Gary Smith

# Straight Talk

continued from page 1

charge and enters treatment.

•A famous ex-football player with a history of alcohol and drug abuse and domestic violence is accused of brutally murdering his ex-wife and a young man.

•A young girl in a small Oregon community has her car and her family's home vandalized after she has the courage to speak out against peers who use alcohol.

•During a visit to a local middle school to deliver a parenting curriculum, I found two hypodermic syringes laying in plain sight near the entrance to the school.

•Meanwhile, the pro-drug legalization forces continue to do their best to wear down the American public and their elected representatives in hopes that drugs will be readily available.

Go figure.

The story of the young woman mentioned earlier whose home and car were vandalized does have a positive note, according to Independence Police Chief Vern Wells. Wells said the people of Independence have united in outrage at the behavior of those who committed this crime.

The Monmouth-Independence Substance Abuse Task Force has stepped forward to establish a reward fund for information leading to the arrest of the perpetrators. Sometimes a tragedy or some other kind of negative situation can serve as a powerful incentive for communities to work together.

On a lighter note, this issue of Volunteers in Partnership unveils the Oregon Partnership's first logo. We are proud of it and think it symbolizes the strength and resources that people joining together can bring to solving problems.

I am excited about the opportunity to join with the Oregon Together Communities! I see the role for the Oregon Partnership to serve as a state-wide support system for these organizations.

John DeMiranda of Join Together in San Mateo, California, has offered his resources for a series of training events.

Beginning with this issue of Volunteers in Partnership, we will highlight the efforts of local programs. I think it is very important that people's hard work be recognized.

We are interested in your thoughts and ideas so we will begin devoting space to letters that we receive from across the state. Please don't hesitate to contact us.

Have a great summer!

## Special Thanks to Oregon Partnership Donors/Members

### Patron Memberships

*Patty & Jack Dienes*

### Founding Memberships

*Debby Rhoades*

*Joanne Burdic*

*Sandy Anderson*

*Barbara & Walt McDonald*

*Judy & John Phelan*

### Group Members

*Confederated Tribes of Grande Ronde*

*High Desert Middle School*

*Sisters of Providence, Addiction &*

*Treatment Services*

*Harney Co. Counseling & Guidance*

*Services*

### Individual Members

*Judge Roosevelt Robinson*

*Steve Landis*

*Lynn Scott Meyo*

*Craig Hopkins*

### Donations

*Kathy Prince, Kienows (Milwaukie), Ricardo's Restorante Italiano (Lake Oswego), Marcee's Bakery (Portland), Fred Meyers (Raleigh Hills), McCormick & Schmick (Portland), Safeway (Raleigh Hills), Fred Meyers Corp., Kaiser Permanente (Portland), Pacificorp, Red Lion Inns, Oregon State Elks Assn., Tigard Turns The Tide, United Way Columbia Willamette, Pendleton Woolen Mills, United Way of the Bay Area, Estate of Audrey Wood Putenney, Blue Cross & Blue Shield of Oregon, Beaverton Elks Lodge Drug Awareness Education Program, Nike Outlet Store (Portland), Fountain Rhoades Corp. (Portland), Portland General Electric, Pam & Mike Pittman, Judy & Doug Cushing, Sandy Anderson, John Goff, Mike Tingery, Sally McCracken, Laverna & Steven Olson, Martha Blake, Eileen England, Kelly Skjold, Michelle Vince*

## OLCC Considers Minors Posting Rule

**T**he Oregon Partnership has played a leading role in opening lines of communication with the Oregon Liquor Control Commission (OLCC) and regulations governing conditions in which minors may be present in establishments where alcohol is served.

The OLCC has been approached by an increasing number of businesses that serve alcoholic beverages requests that they be allowed to provide activities such as karaoke singing, line dancing, and other pastimes targeted at youth on their premises.

The OLCC drafted proposed rule amendments intended to clarify its regulations on such matters.

Recently, The Oregon Partnership's executive director, Gary Smith, and several other speakers stepped forward and testified to OLCC hearings officer, Darleene Meyer. Testimony addressed that the proposed rules do not clarify the

situation and can, in fact, be interpreted as a liberalization of existing rules.

Smith said he does not support the notion that taverns and bars are an appropriate gathering spot for minors because it sends the wrong message to young people who are just forming their opinions about alcohol use. He added that it exposes them to conditions that often accompany bars and taverns such as cigarette smoke and inappropriate behavior by some adult drinkers.

The Minors Posting Rule hearing has opened the lines of communication between OLCC's administrator, Chris Lyons, Meyer, OLCC commissioners, and the public.

OLCC commissioner Kaye Kennett attended one of two meetings recently with community representatives. They addressed responsibilities and concerns over neighborhood liveability.

More meetings are planned for later this summer.

Your letters, suggestions and comments are welcome and we will be glad to print them in our new Forum section.

However, we ask that you limit the length of your submission to 250 words and it be typed, double-space.

We reserve the right to edit for spelling and grammar.

*The Red Ribbon*  
NATIONAL CELEBRATION



## Oregon's seventh Red Ribbon Celebration set for October

**T**he Oregon Partnership is sponsoring the 1994 Red Ribbon Celebration in Oregon, now in its seventh year.

The Red Ribbon Celebration, a week-long drug awareness campaign, is one of the largest drug-awareness efforts observed nationally. It is filled with activities and events showing commitment to a drug free lifestyle.

This year's slogan, "*Healthy Means Drug Free*," will appear on the official Red Ribbons and the self-adhesive Red Ribbons; in English and Spanish.

Red Ribbon unites citizens across the state with activities involving every segment of the community; schools, churches, law enforcement agencies, service organizations, businesses, and youth organizations; with the common goal of creating a drug-free environment.

President Bill Clinton is the national honorary chair of the Red Ribbon Celebration and Norma Paulus is the Oregon honorary chair.

The national Red Ribbon Celebration began after the 1985 murder of Enrique (Kiki) Camarena, a Drug Enforcement Administration agent abducted in the line of duty by drug dealers in Mexico. Wearing a red ribbon has become a symbol of willingness to take a visible stand against the illegal use of drugs.

This year, Red Ribbon kicks-off October 7, 1994, in Portland. Camarena's mother, Dora and his sister, Myra, will share their appreciation for the work carried on in Kiki's memory.

Red Ribbon week is October 23-31, 1994, with specific events scheduled daily. For information or to contribute time, ideas, and/or support, contact Michelle Vince, Program Director, or Sandy Anderson, Chair, at the Oregon Partnership, 239-7999.

Unfortunately, too many children still suffer from the devastating effects of alcohol and drug abuse, and their potential and talent are compromised as a result. Wear and display a red ribbon proudly during the week of October 23-31.

*Together we can make a difference!*

**Accept no substitutes! Purchase official Red Ribbon products from The Oregon Partnership and guarantee profits from the sale stay in Oregon.**

"Say Boo To Drugs" is back, plus other seasonal stickers to help celebrate drug prevention all year. Kids love them.

"Body In Check, Mind In Control" is available on t-shirts, buttons, and stickers. These are popular with teenagers.

Funds raised through Red Ribbon sales will help support prevention activities, education, and youth and parent trainings in Oregon.

The Oregon Partnership is an affiliate of the National Family Partnership, national sponsor of the Red Ribbon Celebration.

## 13,000 young Oregonians show support of drug-free life

**O**n Friday, May 20, 1994, 189 yellow school buses throughout the state rolled to a stop at Waterfront Park, in Portland, to unload their students.

These young Oregonians were there for the ninth annual "Say No to Drugs" march. It was an opportunity to stand proud and show their dedication to living a drug-free life. Sharing a day with peers and community volunteers, they had an opportunity to recharge and focus on the benefits of staying drug-free.

Thirteen thousand of Oregon's youth gathered to hear from champion distance runner Alberto Salazar; Portland's mayor, Vera Katz; 1994 Miss Oregon Denise White; Michael Harper, former Trail Blazer; and Patty Deines, this year's Grand Marshall and Oregon's D.A.R.E. educator of the year to name a few. They spoke about the benefits and values of staying drug-free. Tony Martinez of radio station Z-100 served as Master of Ceremonies.

Then they stepped off on a route through downtown Portland.

The march serves as a culminating event for many of the year-round programs that direct efforts toward drug awareness, education, and prevention.

For example, D.A.R.E. brings many of the students who will soon be graduating or finishing their programs for the current school year. Teachers close their school year curriculum with a positive and memorable experience. The Oregon National Guard uses the march as an opportunity to recognize and appreciate the students, teachers and volunteers involved in their mentoring program.

The march, coupled with a fun-filled afternoon at the learning fair, made for an enlightening day for our youth. The learning fair included displays, exhibits, and demonstrations giving examples of the link between continued success and a drug-free lifestyle. Community organizations, businesses, and the military came together to leave a clear message that the zero-tolerance policy is far reaching.

Without the support and dedication of countless community members, state officials, D.A.R.E. officers, and military volunteers, the march would not have been as effective or successful.

Convention Plaza Bldg., 123 N.E. Third, Suite 470, Portland, OR. 97232

Yes, I wish to continue to receive the VIP Newsletter.

Yes, I wish to volunteer.

\$100 Founding Member   
 \$100-250 Contributing Member   
 \$250+ Patron

\$15 Student/Individual   
 \$25 Family   
 \$40 Organization

Telephone \_\_\_\_\_  
 City \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**MEMBERSHIP FORM**

*The Oregon Partnership is a charitable non-profit organization.*

# The Oregon Partnership, Inc.

Please support the work of The Oregon Partnership by becoming a member **TODAY!** If you are a current member of a partner organization and wish to receive future issues of the VIP newsletter, please return the form below and indicate current membership beside your name. Thank You.

**The Oregon Partnership, Inc.  
Board of Directors**

- Mike Pittman, President
- Judy Cushing, First V.P.
- Joe Dolan, Second V.P.
- Mimi Bushman, Secretary
- Dave Smiley, Treasurer
- Sandy Anderson
- Joanne Burdic
- Judy Maniates
- Barbara McDonald
- Judy Phelan
- Sgt. Marty Plotner
- Connie Ramaekers
- Patsy Ray
- Debby Rhoades
- Jim Shook
- Dick Smith
- Joanne Sullivan
- Michael Sweeney
- David Uyemura
- Samuel Wade
- Sue Ziglinski
- Gary Smith, Executive Director

**The Oregon Partnership**

Convention Plaza Bldg.  
 123 N.E. Third, Suite 470  
 Portland, OR. 97232

Nonprofit Org.  
 U.S. POSTAGE  
 PAID  
 Portland, OR.  
 Permit No. 4421

AFILLIATED WITH

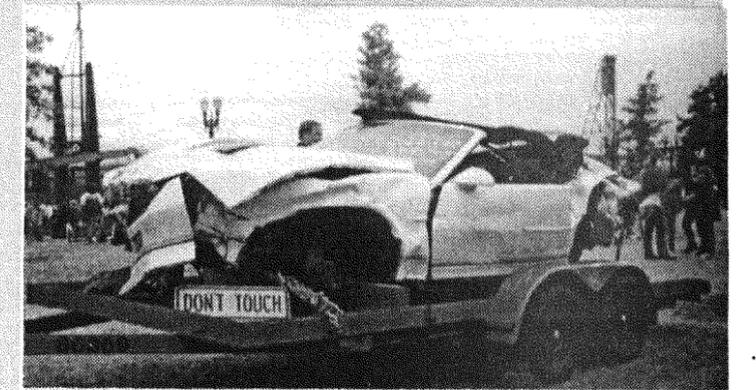
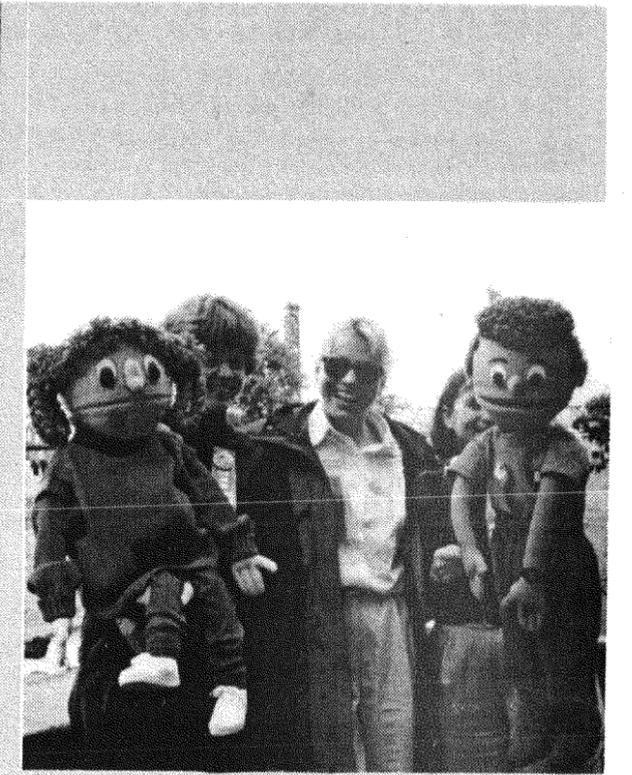
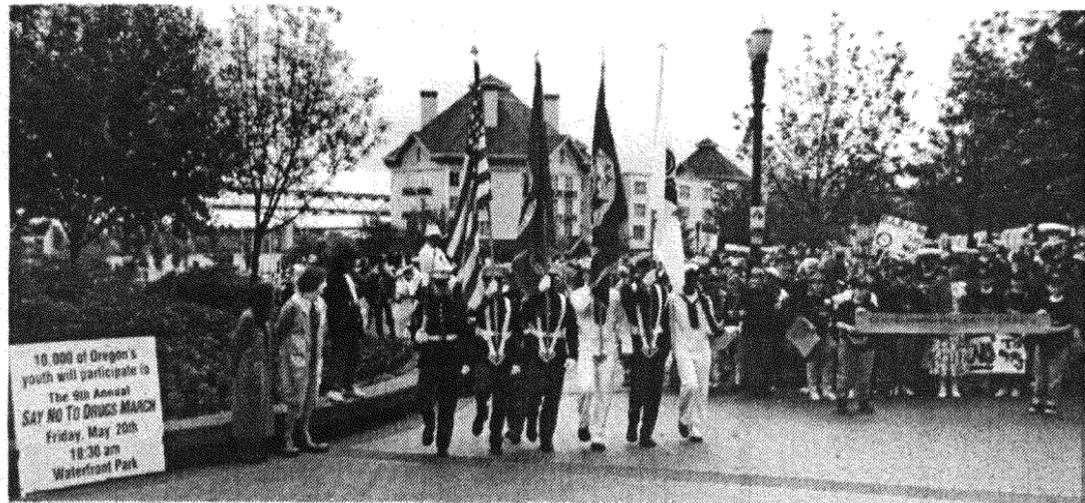


**National  
Family  
Partnership**

*Say No To Drugs  
March*



This publication, Volunteers In Partnership (VIP), is a benefit of membership in The Oregon Partnership, Inc. Material may be reprinted with express permission of The Oregon Partnership. Contributed articles are welcome but they will be used at the discretion of the editor, Kelly Skjold, and will become the property of The Oregon Partnership.



Say No To Drugs March  
May 20, 1994



# New WATTS service proves good call

**T**here's more to this story than saving money. Since The Oregon Partnership Alcohol & Drug Help Line changed its WATTS provider, it has seen savings of approximately 4 cents per minute and gained features that the previous carrier didn't provide.

Their previous provider's service costs of approximately \$172 per month covered basic WATTS services for 367 calls totaling 924 minutes (19 cents per minute). The Help Line switched to Allnet and paid about \$364 for 839 calls totaling 2,454.5 minutes (15 cents per minute).

Besides the financial benefits, the new provider sends a weekly break down of calls. It

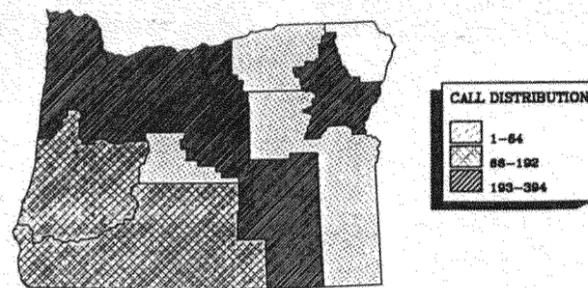
provides information on each call's city of origin, time-of-day and even the number of calls that were not answered (which we hope to get down to zero).

All-Net's best feature is the monthly print-out of areas the Help Line serves. Information is provided for several cities, the states of Oregon, Washington, California, and even the nation.

The Help Line receives calls from people all over the nation seeking information and from organizations across the country who wish to emulate its successes.

With this new feature, the Help Line can effectively track areas that most use its services, as well as focus on stepping up its visibility in areas where response is lacking.

**Help Line**  
**1-800-621-1646**



This graphic indicates the number of toll-free calls in Oregon. The total number of calls, local and toll-free, averages well above 1,400 per month.



The A&D Help Line reaches all parts of the nation, as shown.

## Skjold accents youth

### Oregon Partnership's A&D Help Line gains new director

**T**he new program director, Kelly Skjold, is supervising the Oregon Partnership Alcohol & Drug Help Line.

The Help Line is undergoing several changes in an effort to meet the increasing needs of the callers it serves. Skjold has developed a strategy to meet these needs in a timely and cost efficient fashion.

The Help Line currently receives over 1,400 calls per month and that number is expected to increase as more volunteers fill vacant shifts. "Dare To Be There" is the new theme for the A&D Help Line volunteers.

Skjold has set up a comprehensive pre-service training program for new volunteers and has initiated a monthly in-service training for all Help Line volunteers.

One of the areas Skjold hopes to emphasize is youth. She wants to print stickers with the Youth Line number for the back of middle school and high school student-body cards. She is accessing The Volunteer Center for up to 25 teen-agers, ages 15 to 18, to operate the Youth Line from 11 a.m. to 11 p.m. during summer months.

Skjold has also been negotiating with members of the Addiction Counselors Certification Board of Oregon (ACCBO). They agreed to allow 100 supervised volunteer

hours to be credited as intake and assessment toward the 1,000 hours required to challenge the test for Certified Alcohol & Drug Counselor. ACCBO also agreed to accept pre-service and in-service training hours toward those requirements.

Another project for the Help Line is arranging intensive trainings for the current increase in gambling related calls. The Gambling Hot Line is currently with Metro Crisis but next time it is offered by the state, the Help Line plans to be a strong presence. This could generate some much needed revenue for the Help Line as well as continue to meet a viable need for the addict.

One of the more immediate goals for the Help Line is to transition from a diverted operation to one based out of the Partnership office 24 hours a day.

The office has the technology to patch into the police, should that need arise. It also provides more structure for the volunteer and the caller, offering fewer distractions. The caller needs to know we are interested and focused on them.

With these changes, the Help Line can begin the transition toward being an effective medium for the community and serving the addicts and/or alcoholics who still suffers, along with their friends and families.

# Oregon Together! Vision for the future

continued from page 1

act these risk factors by providing positive buffers against negative environments. The protective factors and characteristics that describe them are grouped into three categories:

**Individual Characteristics** that are inherently difficult, if not impossible, to change include: female gender, a resilient temperament, a positive social orientation, and intelligence.

**Bonding:** Studies of successful children who live in high risk neighborhoods or situations indicate that strong bonds with a caregiver can keep children from getting into trouble. Positive bonding makes up for many other disadvantages caused by other risk factors or environmental characteristics.

**Healthy Beliefs and Clear Standards:** The beliefs and standards of the adults with whom the children bond to must be clear and positive to have a protective effect.

Once a community has identified its risks and resources Oregon Together! provides more training to assist in the devel-

**"Children repeat behaviors they are exposed to including substance abuse, criminal behavior and teen pregnancy."**

opment of a plan based on promising approaches from programs that have been tested and evaluated for effectiveness.

A *social development strategy* model is used in planning. The model seeks to provide children with meaningful, challenging opportunities that help them feel responsible and significant; to help children acquire the skills to be successful contributors; and to give recognition to children for their efforts. Every segment of the community including government, schools, churches, businesses, social service agencies, law enforcement, cultural groups, families, service and civic organizations, and youth groups can be involved.

There are two meetings annually of the Oregon Together! Coalition which is an opportunity for further training, problem solving, and sharing of promising practices. Together groups also attend the Oregon Prevention Conference every fall.

For further information about Oregon Together! contact Rick Caady, state coordinator for the program, at (503)-945-6199.

## Logo by award winner

### Kaseberg progressive designer

**T**he Oregon Partnerships new logo is just a sample of talents from graphic artist, Cameron Kaseberg.

He asked what the partnership did...we told him. He asked who we served...we told him that too.

He came up with the design we now proudly carry as our masthead, letterhead, business card...our logo.

Kaseberg grew up in North Central Oregon and has lived in Portland since 1980. He attended Lewis & Clark College for one year then went on to Portland State University, earning his bachelor of science in Graphic Design and Applied Design.

Kaseberg works at Skyline which is an international company based in Minneapolis, Minnesota. He attends trainings twice a year to keep up on the latest technology. He designs portable trade show exhibits for any number of functions.

He has designed projects for super-stars like Nike but, according to Kaseberg, his most noteworthy task is a 25 by 50 foot display for the Sherman County Historical Museum in Morrow, Oregon.

Kaseberg said, "It was half volunteer and half pay at half rate." He added that he designed it from top to bottom and it took him six months to complete.

His display was nominated last month by the American Association for State and Local History for two awards. The award of merit is for performance deemed excellent, and is compared nationally with similar activities.

The Albert B. Corey award is presented to small volunteer-operated organizations and is the most noted of all awards. It signifies vigor, scholarship and imagination. It is a national competition for smaller museums or individuals but is not awarded every year.

Out of 110 nominations, only two are considered for the Corey award and Sherman County received a unanimous vote. The award will be presented on September 29, 1994, in Omaha, Nebraska, at the 54th Annual Convention for the American Association of State and Local History.

## Rainier Together: Where they live

**S**ubstance abuse; violence; teen pregnancy; school drop-outs; and poor family management...all serious problems and all "in our backyards."

This is the burden of our nation, our state, our communities, and our homes. Some 55 communities, participating under the Oregon Together/Join Together umbrella, have sworn to get a handle on these problems through outreach projects...from their livingrooms, schools, town halls and store-fronts.

Rainier Together is one community that's vowed to make a difference, despite adversity in the loss of 299 jobs when Trojan closed, by addressing their own problems through prevention, education, and outreach. Rainier Together is tailored to its particular population and risk factors.

Connie Budge said the mission statement of Rainier Together is, "A safe, healthy, and beautiful place to live." She said the programs work because the community determines what they need with community forums. The last one drew 60 participants, with another scheduled for October.

Some of the programs resulting from their surveying are:

- A 13 week training for Training In Positive Parenting Skills (TIPPS). TIPPS is also establishing alumni meetings geared toward self-management.

- The introduction of a program called Higher Education Role Opportunities (HERO) provides supervised activities after school. Events and activities like sports, arts & crafts, etc. give children the opportunity to learn valuable life-skills from positive role models, enhance their self-esteem, and avoid participating in negative activities after school.

- Training in Preparing For The Drug Free Years for youth and adults with one team for Head Start and one for schools.

- Youth After Hours provides supervised activities during the highest risk times (between 3-6 p.m.).

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming October 23 )  
through October 31, 1994 as Red Ribbon Week) PROCLAMATION  
in Multnomah County, Oregon )

WHEREAS, communities across our nation have been plagued by the numerous problems associated with drug and alcohol abuse; and

WHEREAS, the problems associated with drug use and alcohol abuse are prevalent in our communities, regardless of exact location, with average age of first use 11.5 years for alcohol and 12.5 years for illicit drugs; and

WHEREAS, reversing this trend will not occur overnight, making it imperative that patience and continued commitment to visible, unified prevention efforts in reducing demand for drugs be supported by all citizens; and

WHEREAS, the National Red Ribbon Celebration, with President Clinton as honorary chair, has been established by the National Family Partnership to create awareness of the drug problems facing our communities, to develop parent and community teams to combat illegal drugs, and to promote drug free lifestyles for America's youth; and

WHEREAS, the Oregon Partnership is sponsoring the seventh Annual Red Ribbon Celebration to promote this effort; and

WHEREAS, the 1994 Red Ribbon Celebration theme is "HEALTHY Means Drug-Free" with the goal of strengthening community networks and re-creating healthy neighborhoods where drug use is less attractive and not tolerated.

NOW, THEREFORE, the Board of County Commissioners Proclaims October 23 through October 31, 1994 to be Red Ribbon Week in Multnomah County, Oregon and encourages Multnomah County citizens to wear and display Red Ribbons to symbolize our joint commitment to establishing a drug-free community and one in which we may take pride.

ADOPTED this 29th day of September, 1994.

MULTNOMAH COUNTY, OREGON

( S E A L )

\_\_\_\_\_  
Beverly Stein  
Multnomah County Chair



# 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

## FAX COVER SHEET

TO: Michelle Vince

FROM: DeB Bogstad  
Office of the Board Clerk

PHONE: 239-7999

PHONE: (503) 248-3277

FAX: 235-9799

FAX: (503) 248-5262

Sending a total of 3 pages, including cover sheet.

DATE: SEPTEMBER 21, 1994

THANK YOU!

"Say No To Drugs" March

Red Ribbon Celebration

OREGON PARTNERSHIP

MICHELLE VINCE  
Program Director

123 N.E. Third Ave., Suite 470  
Portland, OR 97232

(503) 239-7999  
(800) 282-7035  
Fax (503) 235-9799

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming October 23 ) PROCLAMATION  
through October 31, 1994 as Red Ribbon ) 94-189  
Week in Multnomah County, Oregon )

WHEREAS, communities across our nation have been plagued by the numerous problems associated with drug and alcohol abuse; and

WHEREAS, the problems associated with drug use and alcohol abuse are prevalent in our communities, regardless of exact location, with average age of first use 11.5 years for alcohol and 12.5 years for illicit drugs; and

WHEREAS, reversing this trend will not occur overnight, making it imperative that patience and continued commitment to visible, unified prevention efforts in reducing demand for drugs be supported by all citizens; and

WHEREAS, the National Red Ribbon Celebration, with President Clinton as honorary chair, has been established by the National Family Partnership to create awareness of the drug problems facing our communities, to develop parent and community teams to combat illegal drugs, and to promote drug free lifestyles for America's youth; and

WHEREAS, the Oregon Partnership is sponsoring the seventh annual Red Ribbon Celebration to promote this effort; and

WHEREAS, the 1994 Red Ribbon Celebration theme is "Healthy Means Drug Free" with the goal of strengthening community networks and re-creating healthy neighborhoods where drug use is less attractive and not tolerated; now therefore

The Multnomah County Board of Commissioners HEREBY PROCLAIMS October 23 through October 31, 1994 to be **RED RIBBON WEEK** in Multnomah County, Oregon, and encourages Multnomah County citizens to wear and display red ribbons to symbolize our joint commitment to establishing a drug-free community and one in which we may take pride.

APPROVED this 29th day of September, 1994.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

MEETING DATE: SEP 29 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ORDINANCE Amending MCC 5.10.020(A) to change the liquor license applicaiton fees to conform with the fee limitations set by ORS 471.210(4).

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

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

REGULAR MEETING: Date Requested: SEP 29 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Services

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

PERSON(S) MAKING PRESENTATION: Sgt. Bob Barnhart

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

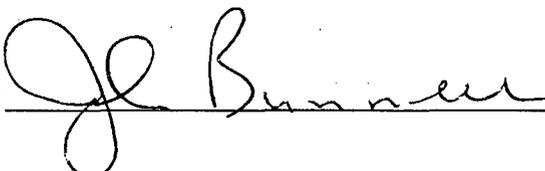
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

ORDINANCE Amending MCC 5.10.020(A) to change the liquor license application fees to conform with the fee limitations set by ORS 471.210(4).

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: 

1994 AUG 23 AM 8 26  
MULTI-NOMINAL COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

---

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: BOB SKIPPER, SHERIFF  
TODAY'S DATE: AUGUST 24, 1994  
REQUESTED PLACEMENT DATE: SEPTEMBER 15, 1994  
RE: ORDINANCE AMENDING MCC 5.10.020(A) TO CHANGE THE LIQUOR  
LICENSE APPLICATION FEES TO CONFORM WITH THE FEE LIMITATIONS  
SET BY ORS 471.210(4).

---

I. Recommendation/Action Requested:

Request for Board Policy Direction Regarding Liquor License Application Fees.

II. Background/Analysis:

Currently MCC 5.10.020(A) reads as follows: For liquor licensing fees; original application \$50.00; change of ownership, etc \$50.00; renewal \$50.00. ORS 471.210 provides the following maximum original \$100.00, change \$75.00 plus renew \$35.00. This was changed to \$50 - \$50 - \$50 for convenience. It can be light that we were in violation for renewal, so we should go back to the maximums ORS allows.

III. Financial Impact:

N/A

IV. Legal Issues:

Refer to section II above.

V. Controversial Issues:

On advise of County Counsel, the \$15.00 over charge as we were charging \$50.00 instead of \$35.00 should just be left alone.

VI. Link to Current County Policies:

N/A

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 AUG 24 PM 3:48

STAFF REPORT SUPPLEMENT  
PAGE 2

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An ordinance amending MCC 5.10.020(A) to change the liquor license application fees to conform with the fee limitations set by ORS 471.210(4).

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

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS

A. ORS 471.210(4) allows for the governing body of a county, after public notice and hearing, to adopt an ordinance establishing a system of fees that is reasonable and necessary to pay the expenses of processing the written recommendation on liquor license applications.

B. ORS 471.210(4) further specifies the maximum amount of such fees as follows:

- \$100.00 for an original application
- \$ 75.00 for a change in ownership, location, or privilege application
- \$ 35.00 for a renewal or temporary application

C. The application fees set out in the current MCC 5.10.020(A), as amended by Ordinance 724, do not conform with the statutory maximum. Therefore, it is necessary to amend

08/09/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1 MCC 5.10.020(A) to conform with ORS 471.210(4).

2 D. The amended fee structure adopted by this ordinance is  
3 reasonable and necessary to pay expenses of processing the written  
4 recommendation on liquor license applications.

5 SECTION 2. AMENDMENTS

6 MCC 5.10.020(A)(3)(b) shall be amended as follows:

7 The Processing fee, as allowed by the Oregon  
8 Revised Statutes, has been paid according to  
9 the following chart:

9	Original application .....	<u>\$100.00</u>	[\$ 50.00]
10	Change in ownership/ change in location/change 11 in privilege .....	<u>\$ 75.00</u>	[\$ 50.00]
12	Renewal [and temporary] .....	<u>\$ 35.00</u>	[\$ 50.00]
13	<u>Temporary .....</u>	<u>Free</u>	

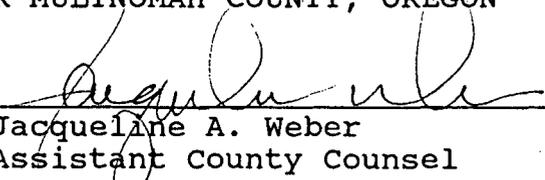
14 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1994, being  
15 the date of its \_\_\_\_\_ reading before the Board of County  
16 Commissioners of Multnomah County, Oregon.

17 (SEAL)

18  
19 \_\_\_\_\_  
20 Beverly Stein, Chair  
Multnomah County, Oregon

21 REVIEWED:

22 LAURENCE KRESSEL, COUNTY COUNSEL  
23 FOR MULTNOMAH COUNTY, OREGON

24 By   
25 Jacqueline A. Weber  
Assistant County Counsel

26 F:\DATA\COUNSEL\WPDATA\SEVEN\939JAW.ORD\mw

08/09/94:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR September 29, 1994

DEPARTMENT	<u>Health</u>	DIVISION	<u>Primary Care</u>
CONTACT	<u>Consuelo Saragoza</u>	TELEPHONE	<u>248-3674</u>

NAME OF PERSON MAKING PRESENTATION TO BOARD Consuelo Saragoza, Tom Fronk or Billi Odegaard

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

Budget Modification MCHD 2 increases the Homeless Children Program to reflect the receipt of a grant from Family Planning National Priority Grant which will be passed through the Oregon State Health Division.

(Estimated time needed on the Agenda: 5 minutes)

2. DESCRIPTION OF MODIFICATION

[ X ] PERSONNEL CHANGES ON ATTACHED PAGE

This grant funds additional outreach worker time targeted at increasing Hispanic/Latino male involvement in family planning and sexually transmitted disease prevention in Northeast Portland. The project will provide culturally and linguistically based outreach education, referral services and partner communication activities.

This grant provides indirect cost recovery.

BOARD OF  
 COUNTY COMMISSIONERS  
 1994 SEP 20 PM 12:55  
 MULTNOMAH COUNTY  
 OREGON

3. REVENUE IMPACT      Increase Family Planning by \$18,995  
                                  Increase General Fund by \$1,164

4. CONTINGENCY STATUS      Increased by \$972

Originated By <u>J. Sears</u>	Date <u>9/19/94</u>	Department Director <u>Billi Odegaard</u>	Date <u>9/19/94</u>
Finance/Budget <u>Walter Jones</u>	Date <u>9/19/94</u>	Employee Relations <u>Susan Daniel</u>	Date <u>9/19/94</u>
Board Approval <u>Wendy L. Boast</u>	Date <u>9/29/94</u>		

EXPENDITURE DETAIL - MCHD 2

DOCUMENT		EXPENDITURE TRANSACTION EB [ ] GM [ ]				TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR			
NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION	
		156	015	0760	5100			10,301		Permanent	
		156	015	0760	5500			2,776		Fringe	
		156	015	0760	5550			2,032		Insurance	
									15,109	SUBTOTAL, HOMELESS KIDS, PS	
		156	015	0760	6230			1,750		Supplies	
		156	015	0760	7100			2,136		Indirect	
									3,886	SUBTOTAL, HOMELESS KIDS, MS	
									18,995	TOTAL, HOMELESS KIDS	
		156	015	0705	5400			1,164		Premium Pay	
									1,164	TOTAL, MED DIRECTOR	
		400	050	7531	6520			2,032	2,032	INSURANCE FUND INCREASE	
		100	045	9120	7700			972	972	CONTINGENCY	
		100	015	0700	7608			1,164	1,164	CASH TRANSFER TO F/S - 0700	
TOTAL EXPENDITURE CHANGE									24,327		

REVENUE DETAIL - INTERNAL MCHD 1

DOCUMENT		REVENUE TRANSACTION RB [ ] GM [ ]				TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR			
NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION	
		156	015	0760	2612			18,995		Family Planning	
		156	015	0705	7601			1,164		General Fund Support	
		400	050	7040	6602			2,032		Service Reimb from F/S	
		100	045	7410	6602			2,136		Gen Fund Rev from F/S Fund	
TOTAL REVENUE CHANGE									24,327		

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 2

5. ANNUALIZED PERSONNEL CHANGES			Compute on a full year basis even though this action affects part of the fiscal year.			
FTE	CLASSIFICATION	UNIT	ANNUALIZED			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.40	Health Information Spec II	Homeless Kids	10,301	2,776	2,032	15,109
0.40	TOTAL CHANGE (ANNUALIZED)		10,301	2,776	2,032	15,109

6. CURRENT YEAR PERSONNEL CHANGES			Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
FTE	CLASSIFICATION	UNIT	CURRENT YEAR			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.40	Health Information Spec II	Homeless Kids	10,301	2,776	2,032	15,109
0.40	TOTAL CURRENT YEAR CHANGE		10,301	2,776	2,032	15,109



# MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS  
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: • Board of County Commissioners  
FROM: *B. Odgaard*  
REQUESTED PLACEMENT DATE: September 29, 1994  
DATE: September 16, 1994  
SUBJECT: Budget Modification MCHD 2

- I. Recommendation/Action Requested:  
The Board of County Commissioners is requested to approve budget modification MCHD 2 which adds funds for a .4 FTE outreach worker in the Homeless Children Program.
- II. Background/Analysis:  
This is a national family planning priority project for this year. Hispanic/Latino males traditionally do not seek family planning or sexually transmitted disease prevention services. The grant focuses on methods to increase their involvement in Hispanic/Latino communities of Northeast Portland. It will operate out of La Clinica Buena Salud in the Galaxy Apartments.
- III. Financial Impact:  
The grant provides indirect cost recovery and increases the General Fund Contingency by \$972.
- IV. Legal Issues:  
None
- V. Controversial Issues:  
None
- VI. Link to Current County Policies:  
The prevention of sexually transmitted diseases and family planning are a major focus of public health.
- VII. Citizen Participation:  
The communities involved gave input.
- VIII. Other Government Participation:  
The grant was received by the Health Department in conjunction with Planned Parenthood of the Columbia/Willamette.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR September 29, 1994

DEPARTMENT	<u>Health</u>	DIVISION	<u>All</u>
CONTACT	<u>Tom Fronk</u>	TELEPHONE	<u>248-3674</u>

NAME OF PERSON MAKING PRESENTATION TO BOARD Tom Fronk or Billi Odegaard

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

Budget Modification MCHD 3 moves positions to correct organizations, reflects changes in job classifications following personnel actions since budget submission in February, and reconciles reduced revenue projections from the Substance Abuse program Medicaid revenues.

(Estimated time needed on the Agenda: minutes)

2. DESCRIPTION OF MODIFICATION

PERSONNEL CHANGES ON ATTACHED PAGE

Changes are made to correctly place positions within the reporting structure. Job classification changes are made to reflect reclassifications that have occurred since budget submission in February. Finally, projections for Medicaid revenues from the Substance Abuse project are reduced, and expenditures are reduced accordingly.

BOARD OF COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1994 SEP 20 PM 12:55

3. REVENUE IMPACT      Reduce Title 19 Revenue \$121,783

4. CONTINGENCY STATUS

Originated By <u>Joleau</u>	Date <u>9/19/94</u>	Department Director <u>Billi Odegaard</u>	Date <u>9/19/94</u>
Finance/Budget <u>Robert Fronk</u>	Date <u>9/19/94</u>	Employee Relations <u>Susan Daniel</u>	Date <u>9/19/94</u>
Board Approval <u>Wendy H. Beister</u>	Date <u>9/29/94</u>		

EXPENDITURE DETAIL - MCHD 3

EXPENDITURE TRANSACTION EB [ ] GM [ ]					TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR			
DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		100	015	0211	5100			35,185		Permanent
		100	015	0211	5500			9,102		Fringe
		100	015	0211	5550			6,000		Insurance
									50,287	TOTAL, VIOLENCE PREVENTION
		156	015	0320	5100			(14,370)		Permanent
		156	015	0320	5500			(3,718)		Fringe
		156	015	0320	5550			(3,193)		Insurance
									(21,281)	SUBTOTAL, HIV BLOCK GRANT,
		156	015	0320	7100			(2,709)		Indirect
									(2,709)	SUBTOTAL, HIV BLOCK GRANT,
									(23,990)	TOTAL, HIV BLOCK GRANT
		156	015	0330	5100			14,370		Permanent
		156	015	0330	5500			3,718		Fringe
		156	015	0330	5550			3,193		Insurance
									21,281	SUBTOTAL, STD CLINIC, PS
		156	015	0330	7100			2,709		Indirect
									2,709	SUBTOTAL, STD CLINIC, MS
									23,990	TOTAL, STD CLINIC
		156	015	0405	5100			(35,185)		Permanent
		156	015	0405	5500			(9,102)		Fringe
		156	015	0405	5550			(6,000)		Insurance
									(50,287)	SUBTOTAL, SPEC CARE ADMIN,
		156	015	0405	7100			(6,402)		Indirect
									(6,402)	SUBTOTAL, SPEC CARE ADMIN,
									(56,689)	TOTAL, SPEC CARE ADMIN
		156	015	0337	5100			(88,811)		Permanent
		156	015	0337	5500			(22,976)		Fringe
		156	015	0337	5550			(9,996)		Insurance
									(121,783)	SUBTOTAL, CODA, PS
		156	015	0337	7100			(15,503)		Indirect
									(15,503)	SUBTOTAL, CODA, MS
									(137,286)	TOTAL, CODA
		156	015	0730	5100			1,968		Permanent
		156	015	0730	5500			509		Fringe
		156	015	0730	5550			301		Insurance
									2,778	SUBTOTAL, NE HEALTH CLINIC,
		156	015	0730	7100			354		Indirect
									354	SUBTOTAL, NE HEALTH CLINIC,
									3,132	TOTAL, NE HEALTH CLINIC
		156	015	0735	5100			(1,968)		Permanent
		156	015	0735	5500			(509)		Fringe
		156	015	0735	5550			(301)		Insurance
									(2,778)	SUBTOTAL, N PTLD CLINIC, PS
		156	015	0735	7100			(354)		Indirect
									(354)	SUBTOTAL, N PTLD CLINIC, MS
									(3,132)	TOTAL, N PTLD CLINIC
		400	050	7531	6520			(9,996)		(9,996) INSURANCE FUND INCREASE
		100	015	0400	7608			(56,689)		(56,689) CASH TRANSFER TO F/S - 0400
		100	015	0300	7608			(15,503)		(15,503) CASH TRANSFER TO F/S - 0300
TOTAL EXPENDITURE CHANGE								(225,876)		

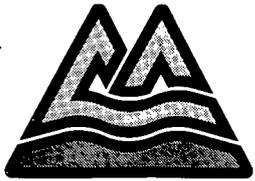
REVENUE DETAIL - INTERNAL MCHD 1

REVENUE TRANSACTION RB [ ] GM [ ]					TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FISCAL YEAR			
DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0405	7601			(56,689)		General Fund Support
		156	015	0300	2603			(121,783)		Title 19 Fees
		156	015	0337	7601			(15,503)		General Fund Support
		400	050	7040	6602			(9,996)		Service Reimb from F/S
		100	045	7410	6602			(21,905)		Gen Fund Rev from F/S Fund
TOTAL REVENUE CHANGE								(225,876)		

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD #3

ANNUALIZED PERSONNEL CHANGES = CURRENT YEAR PERSONNEL CHANGES

FTE		Classification	Fund	Base Pay	Fringe	Insurance	Total
1.00	9696	Health Services Spec	100	35,185	9,102	6,000	50,287
1.00	6359	Nuisance Enforcement Officer	100	33,788	8,740	4,394	46,922
-1.00	6356	Sanitarian	100	(33,788)	(8,740)	(4,394)	(46,922)
3.00	6005	Administrative Sec	156	64,201	16,609	20,040	100,850
-2.30	6315	CH Nurse	156	(93,990)	(25,234)	(12,615)	(131,839)
-1.00	6343	Child Dev Specialist	156	(30,673)	(7,935)	(2,987)	(41,595)
1.90	6013	Community Info Spec	156	53,551	13,890	10,337	77,778
-1.90	6017	Construction Proj Spec	156	(53,551)	(13,890)	(10,337)	(77,778)
-1.00	9390	Dentist	156	(52,740)	(13,646)	(6,826)	(73,212)
1.00	9340	Fiscal Spec/Sr	156	40,037	10,353	6,805	57,195
-1.00	6294	Health Assistant	156	(25,202)	(6,520)	(3,078)	(34,800)
1.00	6018	Health Info Spec 2	156	30,673	7,935	2,987	41,595
-0.90	9692	Health Operations Supv	156	(36,397)	(9,412)	(6,186)	(51,995)
0.70	9696	Health Services Spec	156	17,292	4,502	3,267	25,061
-1.00	9365	Health Supply Adm	156	(40,946)	(10,593)	(4,227)	(55,766)
-0.40	9693	Health Svcs Admin	156	(11,868)	(2,181)	(27)	(14,076)
1.40	6303	LCPN	156	38,126	9,864	5,185	53,175
2.50	6321	Medical Records Tech	156	65,203	16,919	9,884	92,006
-0.65	6314	Nurse Practitioner	156	(29,104)	(7,529)	(4,150)	(40,783)
-1.00	6000	Office Assistant 1	156	(19,251)	(4,980)	(4,796)	(29,027)
-3.50	6001	Office Assistant 2	156	(79,282)	(20,562)	(19,733)	(119,577)
-1.00	6002	Office Asst/Sr	156	(27,812)	(7,195)	(5,526)	(40,533)
-0.10	9025	Operations Supervisor	156	(3,640)	(941)	(619)	(5,200)
-0.80	6021	Program Dev Spec	156	(32,332)	(8,364)	(7,185)	(47,881)
1.00	9430	Senior Dentist	156	52,740	13,646	6,826	73,212
0.50	6109	Warehouse Worker	156	10,023	2,593	2,738	15,354
1.00	6110	Warehouse Worker/Cf	156	40,946	10,593	4,227	55,766
-1.00	9693	Health Svcs Admin	390	(44,755)	(11,574)	(6,090)	(62,419)
1.00	9696	Health Services Spec	390	44,755	11,574	6,090	62,419
-1.55	Total Annual And Current Year Changes			(88,811)	(22,976)	(9,996)	(121,783)



# MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS  
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: Board of County Commissioners  
FROM: *Bill*  
Bill Degeard  
REQUESTED PLACEMENT DATE: September 29, 1994  
DATE: September 19, 1994  
SUBJECT: Budget Modification MCHD 3

- I. Recommendation/Action Requested:  
The Board of County Commissioners is requested to approve budget modification MCHD 3.
- II. Background/Analysis:  
Positions are moved to correct organizations and classification changes are made. Most of the classification changes occurred as reclassifications that occurred after budget submission in February. Some classification changes reflect additional analysis of the work to be done. Programmatic goals and objectives remain the same and are to be accomplished more effectively with the appropriate job class. Projections for Medicaid revenues from the Substance Abuse program are reduced and expenditures are reduced accordingly.
- III. Financial Impact:  
Reduces fee revenues to better estimate collections.
- IV. Legal Issues:  
None
- V. Controversial Issues:  
None
- VI. Link to Current County Policies:  
The changes maintain consistency with the County's classification system.
- VII. Citizen Participation:  
N/A
- VIII. Other Government Participation:  
Changes were made in conjunction with Employee Services.

MEETING DATE: SEP 29 1994

AGENDA NO.: R-5

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: NOI - ROBERT WOOD JOHNSON "MAKING THE GRADE" GRANT

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

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

REGULAR MEETING: Date Requested: SEPTEMBER 29, 1994

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: SPECIALTY CARE AND FIELD SERVICES

CONTACT: DIANE RUMINSKI TELEPHONE #: 248-3674  
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: DIANE RUMINSKI OR JAN SINCLAIR

**ACTION REQUESTED:**

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

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

The Health Department is requesting approval to apply for Robert Wood Johnson (RWJ) Foundation funds from the "Making the Grade" initiative. This funding would support the creation of a new school based health center. The goal is to expand comprehensive health services for school age children in school systems, kindergarten through grade twelve

**SIGNATURES REQUIRED:**

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

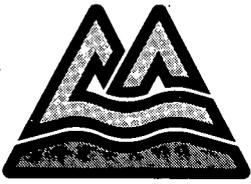
Or

DEPARTMENT MANAGER: Bill Odegaard

(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  
1994 SEP 20 PM 12:55



# MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS  
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, Board of County Commissioners

**FROM:** Diane Ruminski and Jan Sinclair

**Via:** Bill Odegaard

**SUBJECT:** Notice of intent to apply for implementation phase funding of the Robert Wood Johnson Foundation "Making the Grade" grant for the expansion of School Based Health Centers.

**DATE:** September 19, 1994

The Health Department is requesting approval to apply for Robert Wood Johnson (RWJ) Foundation funds from the "Making the Grade" initiative to start a new school based health center in Multnomah County. We are currently working with Portland Public Schools for site selection, probably in a middle school.

The goal of the RWJ Foundation "Making the Grade" initiative is to expand comprehensive health services for school age children in school systems, kindergarten through grade twelve. The RWJ Foundation will give priority to projects which address urgent and core Oregon benchmarks related to teen pregnancy, substance abuse, access to care, and child abuse and neglect. Successful applicants will deliver integrated on-site health services, health education and promotion activities, health and mental health counseling and be a family focused model. They are seeking applicants who can assure long term funding of the SBHC system implemented.

Up to 3 projects will be funded statewide and up to a maximum of \$600,000 per project will be available to fund services from April 1, 1995 through March 31, 1999. Monies are contingent upon receipt of funding for the State of Oregon Robert Wood Johnson Foundation "Making the Grade" Implementation Phase. The funding plan must anticipate decreasing grant funds moving toward institutionalization of the school based health center system. Local match is expected to be in the range of \$75,000 through \$175,000 depending on the proposed project and scope of services.

Robert Wood Johnson Foundation funds may not be used for space renovation costs, pharmaceutical or medical office equipment.

If awarded an implementation grant the Health Department estimates funding from RWJ and other local (Multnomah County) support will be as follows:

	<b>Year 1 4/95-3/96</b>	<b>Year 2 4/96-3/97</b>	<b>Year 3 4/97-3/98</b>	<b>Year 4 4/98-3/99</b>	<b>Year 5 4/99-?</b>
<b>RWJ Grant</b>	\$200,000	\$150,000	\$150,000	\$100,000	0
<b>Local Support (Multnomah County funds)</b>	\$40,000*	\$50-75,000	\$50-75,000	\$100-125,000	\$200-250,000

\* Includes one time funding of space renovation (estimate \$30,000) and medical office equipment, and pharmaceutical supplies.

A letter of intent is due October 1, 1994 and a completed request for proposal is due December 1, 1994. Notice of award will be made by March 31, 1995. Implementation to begin April, 1995.



# MULTNOMAH COUNTY OREGON

Submitted  
9/29/94



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

BOARD OF COUNTY COMMISSIONERS  
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, Board of County Commissioners

**FROM:** Diane Ruminski and Jan Sinclair

**Via:** Billi Odegaard

**SUBJECT:** Notice of intent to apply for implementation phase funding of the Robert Wood Johnson Foundation "Making the Grade" grant for the expansion of School Based Health Centers.

**DATE:** September 19, 1994

The Health Department is requesting approval to apply for Robert Wood Johnson (RWJ) Foundation funds from the "Making the Grade" initiative to start a new school based health center in Multnomah County. We are currently working with Portland Public Schools for site selection, probably in a middle school.

The goal of the RWJ Foundation "Making the Grade" initiative is to expand comprehensive health services for school age children in school systems, kindergarten through grade twelve. The RWJ Foundation will give priority to projects which address urgent and core Oregon benchmarks related to teen pregnancy, substance abuse, access to care, and child abuse and neglect. Successful applicants will deliver integrated on-site health services, health education and promotion activities, health and mental health counseling and be a family focused model. They are seeking applicants who can assure long term funding of the SBHC system implemented.

Up to 3 projects will be funded statewide and up to a maximum of \$600,000 per project will be available to fund services from April 1, 1995 through March 31, 1999. Monies are contingent upon receipt of funding for the State of Oregon Robert Wood Johnson Foundation "Making the Grade" Implementation Phase. The funding plan must anticipate decreasing grant funds moving toward institutionalization of the school based health center system. Local match is expected to be in the range of \$75,000 through \$175,000 depending on the proposed project and scope of services.

Robert Wood Johnson Foundation funds may not be used for space renovation costs, pharmaceutical or medical office equipment.

If awarded an implementation grant the Health Department estimates funding from RWJ and other local (Multnomah County) support will be as follows:

	Year 1 4/95-3/96	Year 2 4/96-3/97	Year 3 4/97-3/98	Year 4 4/98-3/99	Year 5 4/99-?
<b>RWJ Grant</b>	\$200,000	\$150,000	\$150,000	\$100,000	0
<b>Local Support (Multnomah County funds)</b>	\$75-175,000*	\$125-225,000	\$125-225,000	\$175-275,000	\$275-375,000

\* Includes one time funding of space renovation (estimate \$35,000) and medical office equipment, and pharmaceutical supplies.

A letter of intent is due October 1, 1994 and a completed request for proposal is due December 1, 1994. Notice of award will be made by March 31, 1995. Implementation to begin April, 1995.

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 9/29/94

NAME SANDI HANSEN (metro council)

ADDRESS 4216 N. OVERLOOK BLVD.

**STREET**  
PORTLAND, OREGON 97217

**CITY** **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT ✓ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 9/29/94

NAME Greg Flakus "FLAKUS"

ADDRESS 13111 North

STREET

Vanowen WA 98085

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 26

SUPPORT \_\_\_\_\_ OPPOSE X

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 9/27/94

NAME FRANK KNADOP

ADDRESS 23200 NE SAND BLVD

STREET

TROUTDALE OR 97060

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-6

SUPPORT \_\_\_\_\_ OPPOSE \_\_\_\_\_

SUBMIT TO BOARD CLERK

#7  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 9-29-94

**NAME** Rick Paehl

**ADDRESS** 16240 SE BAYVIEW

**STREET**

DT7d

97236-5203

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R 6

**SUPPORT** not ok **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

MEETING DATE: SEP 29 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Relinquishment of Responsibility for the Multnomah County Fair

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

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

**REGULAR MEETING:** Date Requested: Sept. 29, 1994

Amount of Time Needed: 20 minutes

**DEPARTMENT:** DES **DIVISION:** \_\_\_\_\_

**CONTACT:** Betsy Williams **TELEPHONE #:** 248-5012  
**BLDG/ROOM #:** \_\_\_\_\_

**PERSON(S) MAKING PRESENTATION:** Betsy Williams

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Due to diminished County resources and the changes accompanying the transition from a rural to urban County, funding and staffing for the Multnomah County Fair has had to compete with funding for other important County programs and services. The Friends of the Multnomah County Fair have demonstrated a willingness to assume responsibility for producing the Fair. The County gave them a challenge grant of \$25,000 in 1994 to use to develop organizational capacity, and they have developed a five-year business plan. The success of the 1994 Fair is due mainly to their efforts. Therefore, we recommend that the responsibility for the Multnomah County Fair be relinquished by Multnomah County, with provisions mentioned in the attached report, to the Friends of the Multnomah County Fair,

Cont. to 10/13/94

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** 

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
1994 SEP 22 PM 12:36  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

# MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Betsy Williams, DES Director  
Maria Rojo de Steffey, Chair's Office  
Darlene Carlson, Commissioner Collier's Office

**Requested Placement Date:** September 22, 1994

**RE:** Relinquishment of Responsibility for the Multnomah County Fair

## **I. Recommendation/Action Requested:**

Approve resolution authorizing the relinquishment of responsibility for the Multnomah County Fair. This will remove the County from all financial responsibility for holding a fair. It also paves the way for a non-profit entity, the Friends of the Multnomah County Fair, to sponsor a fair.

## **II. Background/Analysis:**

Multnomah County has experienced increased demands for service and seriously diminished resources since the passage of Ballot Measure 5. Many difficult program cuts and reductions have been made in the last three years. More face us in the near future. Many critical social, health and public safety needs are the sole responsibility of the County. These services must be adequately funded to insure the safety and well-being of all County residents. In addition, the County has become heavily urbanized and less rural/agricultural. Given these conditions, staffing and funding a county fair has had to compete with funding for public safety programs and critical social services for needy County residents.

While the County Fair has a long tradition in our community and is supported by a number of loyal and dedicated residents of the County, the Fair can no longer remain a high priority activity of the County. We recommend that Multnomah County remove itself from the county fair business and focus its energy and resources on the above mentioned needs.

The Friends of the Fair, an organization of County residents dedicated to supporting and producing the Fair, have stepped forward to assume the responsibility for producing the Fair. Multnomah County provided the Friends with a \$25,000 challenge grant in 1994 to support their efforts in developing the organization they need to continue the Fair. They have developed a five-year business plan, and the success of the 1994 Fair is due largely to their enthusiasm, creativity and hard work. We recommend that the County relinquish all claim and responsibility for holding the Fair.

We recommend that Multnomah County agree to transfer the balance of the County Fair Fund, to the extent the law allows, to the Friends of the Fair to produce the 1995 Fair. A letter has been written to Metro/Merc requesting that they extend the provisions for the 1995 Fair -- parking and concession revenues, free rent, etc. -- (in the Parks Transfer Inter-governmental Agreement) to the Friends of the Fair to ensure the success of the 1995 Fair.

We recommend that the Friends of the Fair be allowed to use the name "Multnomah County Fair" for one year (the 1995 Fair) on the condition that a license agreement to hold the County harmless is executed with Multnomah County.

### **III. Financial Impact:**

The net financial impact to the County over time will be a reduction in expenditures, including reductions in staff time, office space, and support services. Per past agreements with the Friends, the County will this year, to the extent permitted by law, transfer the balance of the County Fair Fund to the Friends -- even though the 1994 Fair may have a deficit. Any remaining money from the State Racing Commission will be held in the County Fair Fund and can be allocated to the Friends by Multnomah County for premiums and prizes for agricultural, livestock, and horticultural events, per ORS 565.310.

### **IV. Legal Issues:**

ORS 565.310 governs the disposition of county fair funds to non-county entities producing agricultural, livestock, and horticultural products shows. These funds may be used only for premiums on exhibits. County Counsel will help determine parameters for disbursement of Fair funds. The fair litigation is still pending, and the trial date is set for November 29, 1994.

Liability issues around the use of the name Multnomah County Fair are explained above in Section II, paragraph 5.

### **VI. Link to Current County Policies: Consistent**

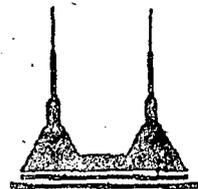
**VII. Citizen Participation:** Friends of the Fair and Fair Board members have participated in ongoing discussions relating to the transfer. There has been opportunity for input and participation in the process.

### **VIII. Other Government Participation: Metro.**

With the negotiation of the Expo transfer to Metro, an agreement was reached to allow the Fair to operate at Expo, with certain conditions, through 1995. A letter has been sent to Metro requesting the 1995 Fair provisions in the IGA for the parks transfer be extended to the Friends.

A METRO SERVICE

777 NE MARTIN LUTHER KING JR. BLVD. | P.O. BOX 12210, PORTLAND, OR 97213  
TEL 503 336 7575 | FAX 503 235 7417



OREGON CONVENTION CENTER  
METRO ER COMMISSION

fax  
To: DAN  
COOPER

RECEIVED

September 28, 1994

SEP 28 1994

TIME: 3:42 PM  
METRO OFFICE GENERAL COUNSEL

Ms. Betsy H. Williams, Director  
Dept. of Environmental Services  
Multnomah County  
2115 SE Morrison  
Portland, Oregon 97214

Dear Betsy:

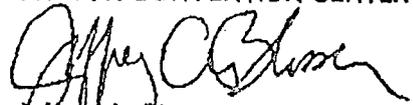
Thank you for your September 19, 1994 letter concerning the County's relationship and involvement as it relates to the production of the Multnomah County Fair. The Metropolitan Exposition-Recreation Commission and management staff understand and acknowledge the fact that the Friends of the Fair are a developing organization with limited resources.

To that end, the terms for the 1995 Multnomah County Fair will be exactly like those of the 1994 Multnomah County Fair. MERC promised to provide adequate considerations for the 1994 and 1995 Fairs and will honor that commitment. It is my understanding that parking revenue, concession revenue and free rental was the working agreement for the 1994 Fair and so will it be for the 1995 Fair.

I also understand that Chris Bailey and Rich Paul have already been in discussions for the 1996 Fair and the issues involved in getting an arrangement put together will take place sometime within the next 6 months. I hope that answers your questions and concerns. Please feel free to give me or Chris Bailey a call if you have any other questions.

Sincerely,

OREGON CONVENTION CENTER

  
Jeffrey A. Blosser  
Director

- cc: Pat LaCrosse
- Chris Bailey
- Rich Paul
- Maria Rojo deSteffey
- Darlene Carlson
- Dick Engstrom
- Dan Cooper

Recycled Paper

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Relinquishing Responsibility    )  
for the Multnomah County Fair to the Friends    )    **RESOLUTION 94 -**  
of the Multnomah County Fair                    )

**WHEREAS**, the Multnomah County Fair has a long tradition and is enjoyed and supported by many members of the community; and

**WHEREAS**, in light of current economic conditions and increasing demands on Multnomah County for social, health, and public safety services, Multnomah County can no longer maintain the Multnomah County Fair; and

**WHEREAS**, the Board of Commissioners would like to see the County Fair tradition continued a healthy and wholesome alternative for our community's youth; and

**WHEREAS**, the success of the 1993 and 1994 Multnomah County Fairs was largely attributable to the creativity, enthusiasm, dedication, and hours of hard work of the Friends of the Multnomah County Fair; and

**WHEREAS**, Multnomah County provided the Friends of the Multnomah County Fair with a \$25,000 challenge grant in 1994 to support their efforts in developing their organizational capacity; and

**WHEREAS**, the Friends of the Multnomah County Fair have developed a five-year business plan to assume responsibility for the Multnomah County Fair; and

**WHEREAS**, the Friends of the Multnomah County Fair have requested that management and production of the Multnomah County Fair be transferred to their organization by September 30, 1994.

**NOW, THEREFORE, BE IT RESOLVED** by the BOARD OF COUNTY COMMISSIONERS as follows:

- 1) Multnomah County hereby relinquishes all claim to and responsibility for holding the Multnomah County Fair to the Multnomah County Friends of the Fair.
- 2) Multnomah County agrees to transfer the balance of the County Fair Fund, to the extent permitted by law, to the Friends of the Multnomah County Fair for Fair purposes.
- 3) Multnomah County authorizes the Friends of the Multnomah County Fair to use the name "Multnomah County Fair," upon approval of an appropriate license agreement with Multnomah County, or to change the name of the Fair at their discretion.

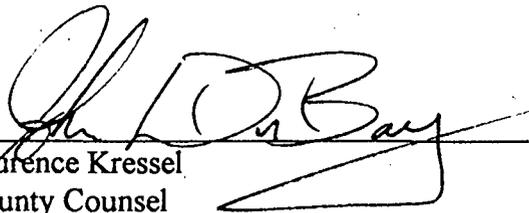
4) Multnomah County applauds the Friends of the Multnomah County Fair for their commitment to this event and to their community and wishes them success in their future endeavors.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY**

BY \_\_\_\_\_  
Beverly Stein, Chair

**REVIEWED:**

  
\_\_\_\_\_  
Laurence Kressel  
County Counsel  
for Multnomah County, Oregon