

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 9-5-91

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>RB</u>	<u>SK</u>	<u>APP</u>
<u>C-2</u>	<u>(</u>	<u>(</u>	<u>(</u>
<u>C-3</u>	<u>)</u>	<u>)</u>	<u>)</u>
<u>C-4</u>	<u>)</u>	<u>)</u>	<u>)</u>
<u>C-5</u>			
<u>Reward R-1</u>	<u>Presented by George</u>		
<u>R-2</u>	<u>RB</u>	<u>GH</u>	<u>APP</u>
<u>R-3</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>R-4</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>R-5</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
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Hatfield
Packwood
Again
Widdow
Kipeteki
Smith



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 606, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

September 2 - 6, 1991

- Monday, September 2, 1991 - HOLIDAY - OFFICES CLOSED.
- Tuesday, September 3, 1991 - 9:30 AM - Board Briefings. . .Page 2
- Tuesday, September 3, 1991 - 10:00 AM - Agenda Review . . .Page 2
- Tuesday, September 3, 1991 - 1:30 PM - Board Briefings. . .Page 2
- Wednesday, September 4, 1991 - 9:30 AM - Special Meeting. .Page 2
- Thursday, September 5, 1991 - 9:30 AM - Regular Meeting . .Page 2

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

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, September 3, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Overview of the Proposed Regional Urban Growth Goals and Objectives (RUGGO) - Presented by Scott Pemble with the Planning and Development Division Staff
-

Tuesday, September 3, 1991 - 10:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of September 5, 1991
-

Tuesday, September 3, 1991 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-3 Joint Meeting to Discuss Gorge Final Draft Management Plan. Presented by Sharon Timko and Scott Pemble with the Gorge and Forest Service Staff - TIME CERTAIN 1:30 PM
-

Wednesday, September 4, 1991 - 9:30 AM

Multnomah County Justice Center
1120 S.W. 3rd, 14th Floor
Conference Room B

SPECIAL MEETING

- S-1 Multnomah County, Portland and Gresham Joint Government Meeting to Address Local Government Services as per Multnomah County Resolution 91-94.
-

Thursday, September 5, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Don MacGillvary to the Multnomah County Citizen Involvement Committee, Term to Expire September, 1993

JUSTICE SERVICES

SHERIFF'S OFFICE

- App*
- C-2 Liquor License Application for a New Package Store Outlet Submitted by Sheriff's Office with Recommendation for Approval as Follows:
Package Store for the Faith Market and Deli, 14902 S.E. Powell, Portland

DEPARTMENT OF HUMAN SERVICES

- C-3 Ratification of an Intergovernmental Revenue Agreement between the City of Portland Environmental Health/Vector & Nuisance Control and Multnomah County Health Division to Provide Services Necessary to Control Rats in the City's Wastewater Collection System
- C-4 Ratification of an Intergovernmental Agreement, Amendment #1, between the School of Nursing of the Oregon Health Sciences University and Multnomah County Health Division to Provide Clinical Learning Experience at the Multnomah County Clinics and Field Nursing Offices

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 Ratification of an Intergovernmental Agreement between Washington County Juvenile Department and Multnomah County Information Services Division for the Providing of Computer Time for the Tri-County Juvenile Information System

REGULAR AGENDA

NON-DEPARTMENTAL

- App*
- R-1 Formal Recognition and Presentation of the Government Finance Officers Association Achievement for Excellence Award for FY 1989-1990 to Multnomah County's Finance Division *9/130*
- App*
- R-2 RESOLUTION in the Matter of Modifying the Exempt Employee Medical, Vision, and Dental Benefits for Multnomah County *9/130*
- App*
- R-3 RESOLUTION in the Matter of Expressing Multnomah County Support for Full Funding of Federal HOME and for Increasing the Community Development Block Grant Program and for the Waiver of HOME Matching Requirements for FY 1992 *9/131*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- App*
- R-4 Ratification of an Intergovernmental Agreement between the Oregon State Marine Board and Multnomah County Parks to Accept a \$925,000 Grant for the Completion of the Chinook Landing Marine Park

DEPARTMENT OF HUMAN SERVICES

APP R-5 Budget Modification DHS #1 Authorizing Transfer of \$4,800 in Oregon Energy Services, Inc. Funds to the Aging Services Division/Community Action Program Budget, to Increase the Pass-Through Line to Cover Co-Payments for Low Income Households' Oil Heating Bills

0104C/36-39
cap

Meeting Date: SEP 05 1991

Agenda No.: A-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointments

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING September 5, 1991
(date) (date)

DEPARTMENT Non-departmental DIVISION County Chair

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

APPOINTING: Don MacGillvary to Multnomah Co. Citizen Involvement Committee
Term expires 9/93

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Glady McCall*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
1991 AUG 28 AM 10:03
CLERK OF COUNTY



Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

KM

cc: JAS

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204

August 21, 1991

8/22/91

MEMORANDUM

TO: Chair Gladys McCoy

FROM: John Legry, Executive Director
Office of Citizen Involvement

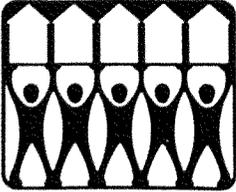
RE: CIC appointment

We are forwarding to you the nomination of Don MacGillvary to the Multnomah County Citizen Involvement Committee. Mr. MacGillvary was nominated by Southeast Uplift.

His appointment will expire in September of 1993.

Enclosed is Don's interest form and letters of recommendation. If you have any questions please contact me at 248-3450

Enclosures



Southeast Uplift Neighborhood Program

3534 SE Main Street • Portland, Oregon • 97214 • Phone 232-0010

A non-profit coalition supporting citizen participation and community development in Southeast Portland.

August 5, 1991

Carol Ward
Multnomah Citizen Involvement Committee
2915 S.E. Morrison, suite 215
Portland, OR 97214

Dear Ms. Ward,

Southeast Uplift would like to nominate Don MacGillvary to represent Southeast Uplift on the Multnomah Citizen Involvement Committee.

Don has been active in both Southeast Uplift Board of Directors and in the Buckman Neighborhood Association.

Don has been a real asset to Southeast Uplift, and would be a most welcome addition to your committee.

Sincerely,

A handwritten signature in cursive script, reading "Ruth Ann Tsukuda". The signature is written in black ink and is positioned above the typed name and title.

Ruth Ann Tsukuda, Chair
Southeast Uplift Neighborhood Program, Inc.

INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: S.E. UPLIFT

SECTION I

NAME: DON MacGILLIVRAY HOME PHONE: 234-6354
ADDRESS: 2339 SE YAWHILL WORK PHONE: _____
PTLD., OR. 97214

Is your residence located in Multnomah County?

YES NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I WISH NEW & BROADER ISSUES & SOCIAL CONTACTS.

I WISH ~~TO~~ TO KNOW MORE ABOUT THE COUNTY. I WISH TO BE INVOLVED WITH REPS. FROM INNER CITY & SUBURBAN AREAS.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1 ^{← TREASURER - 2 YRS} S.E. UPLIFT / BUCKMAN COMM. ASSOC. DATE: 10-77 to DATE
2. U.S.O. EXTN. MASTER GARDENER DATE: 1-85 to DATE
^{↳ PRES. MULT. CITY CHAP. 2 YRS.}
3. FRIENDS OF COMM. GARDENS DATE: 10-86 to DATE

RESPONSIBILITIES: ↳ CHAIR 1 YR.

I ALSO SERVED ON THE BUCKMAN BOARD & SE UPLIFT IN THE MID & LATE '70'S. SEE P.75 OF MULT. CITY VISIONS.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

LESLIE POHL-KOSBAU 6437 SE DIVISION 97206 2823-1612

MOSHE LENSKE % SE UPLIFT 3534 SE MAIN 97214 232-0010

L OR RUTH ANN TSUKUDA -

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

NONE AT THIS TIME, BUT I AM SEEKING EMPLOYMENT
IN THE PUBLIC SECTOR WITH THIS BEING ONE AREA OF
INTEREST.

SECTION VI

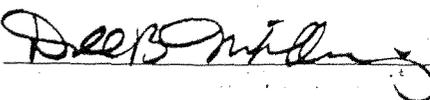
In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 8 Day 8 Year 45 SEX: Female Male

ETHNIC ORIGIN: Asian Black Hispanic

Native American White

My signature affirms that all information is true to the best of my knowledge. I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature:  Date: 6.5.91

DATE SUBMITTED: August 12, 1991

(For Clerk's Use)
Meeting Date SEP 05 1991
Agenda No. C-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Deputy Haigh TELEPHONE 251-2481

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is a request for a new package store outlet for the Faith Market and Deli, 14902 SE Powell, Portland, OR 97236. The applicant(s) Mr. Faraj H. Harb has no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

() INFORMATION ONLY () PRELIMINARY APPROVAL () POLICY DIRECTION () APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

1991 AUG 29 PM 3:09
MULTI-COUNTY
OREGON
IF
ELECTED OFFICIALS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: Robert D. Shipper Jr.

BUDGET / PERSONNEL _____ / _____

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

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

519-AINT Took Original Application to Civil Process on 9-5-91

cert ok

APPLICATION

OREGON LIQUOR CONTROL COMMISSION

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- DISPENSER, CLASS A
- DISPENSER, CLASS B
- DISPENSER, CLASS C
- PACKAGE STORE
- RESTAURANT
- RETAIL MALT BEVERAGE
- SEASONAL DISPENSER
- WHOLESALE MALT BEVERAGE & WINE
- WINERY
- Add Partner
- Additional Privilege
- Change Location
- Change Ownership
- Change of Privilege
- Greater Privilege
- Lesser Privilege
- New Outlet
- Other

APPLICATION RECEIVED

AUG 5 1991

OREGON LIQUOR CONTROL COMMISSION
REGULATORY DIVISION

pd 1250 processing receipt 2617 J. Garner

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF MULTNOMAH COUNTY
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED XX

DENIED _____

DATE September 5, 1991

BY Gladya McCoy
(Signature)

TITLE Multnomah County Chair

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) FARAJ H. HARB
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name _____

3. New Trade Name Faith Market + Deli Year filed 91
with Corporation Commissioner

4. Premises address 14902 SE Powell Portland Mult. OR 97236
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address Same as above
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes _____ No Year _____

7. If yes, to whom: _____ Type of license: _____

8. Will you have a manager: Yes No _____ Name IMAD HARB
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No

10. What is the local governing body where your premises is located? Multnomah
(Name of City or County)

11. OLCC representative making investigation may contact: IMAD HARB (Name)
16816 SE Powell #104 Portland, OR, 97236 (Address) 661-1306 or 762-1306 (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature (In case of corporation, duly authorized officer thereof)

1) Imad Harb DATE 7-17-91

2) _____

3) _____

4) _____

5) _____

6) _____

SEP 05 1991

Meeting Date: _____

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with City of Portland

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

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

Ratification of Intergovernmental Revenue Agreement providing for Multnomah County to be reimbursed for providing the City with services necessary to monitor and control rats within and originating from the City's wastewater collection system.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Billi A. Degaard (ae)

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
1991 AUG 26 PM 3:11
MULTNOMAH COUNTY
OREGON

Sent Original IGA & Contracts to H. Brame 100/2nd on 9-5-91.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3406

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director, Health Division and Acting Director,
Department of Human Services

FROM: Tom Fronk, Business Services Manager
Health Division

DATE: July 30, 1991

SUBJECT: Intergovernmental Agreement With City of Portland for Rodent Control
in Sewers

RETROACTIVE: On May 9, 1968 the City of Portland enacted Ordinance No. 126782 authorizing the execution of an intergovernmental cooperation agreement with Multnomah County for county administration of health service functions within the city. Under this agreement the county has provided services related to the control of rats in the city's wastewater collection system at no cost. The City of Portland's Environmental Services section completed the final draft of an agreement for rodent control in sewers, in July 1991, that will provide for payments to the County effective July 1, 1991.

RECOMMENDATION: The Health Division recommends County Chair approval and Board ratification of this intergovernmental agreement between the City of Portland and Multnomah County effective July 1, 1991 to and including June 30, 1992.

ANALYSIS: The City of Portland requires monitoring and control of rats within and originating from the City's wastewater collection system. The county is prepared to respond to complaints regarding rat infestations, and provide advice to property owners regarding maintenance of their plumbing in an effort to eliminate points of rodent ingress and egress to and from City's wastewater collection system. The city is prepared to pay the county up to \$53,500 at the rate of \$13,375 per quarter.

Rodent Control In Sewers
August 5, 1991
page 2

BACKGROUND: This will be the first agreement making it possible for the county to be paid for providing the city with rodent control services.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

FY91-92

MULTNOMAH COUNTY OREGON

Contract # 102872
Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED REVENUE Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-3 September 5, 1991</p>
--	--	---

Contact Person Brame Phone x2670 Date 8-12-91

Department Human Services Division Health Bldg/Room 160/2

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

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
Environmental Health/Vector & Nuisance Control
 Mailing Address 5235 N. Columbia Blvd.
Portland, Or 97203
 Phone 289-6069
 Employer ID # or SS # N/A
 Effective Date July 1, 1991
 Termination Date June 30, 1992
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 53,500

Payment Term
 Lump Sum \$ _____
 ~~Monthly~~ Quarterly \$ 13,375
 ~~Monthly~~ \$ Upon submission of invoice
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

km Department Manager Billie Odegaard (ac) Date 8/14/91
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel John DuBay Date 8/17/91
 County Chair/Sheriff Gladys McKey Date 9/5/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010				6110			Rev. <u>2773</u>	\$53,500	
02.											
03.											

CITY OF PORTLAND
AND
MULTNOMAH COUNTY

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

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall be from July 1, 1991, to and including June 30, 1992, unless sooner terminated under the provisions hereof.

2. Services.

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

During the term of this Agreement COUNTY estimates that approximately 1500 phone calls regarding rats associated with the CITY's wastewater collection system will be answered, 1200 visits will be made to residences in response to rodent problems involving the CITY's wastewater collection system, and 2500 manholes will be baited for control of rats in the CITY's wastewater collection system.

3. Compensation.

A. CITY agrees to pay COUNTY \$53,500 based on the following terms:

1) Payment to be \$13,375 per quarter upon submission of invoice by COUNTY.

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

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

4. Contractor is an Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignments

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

8. Access to Records

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

9. Waiver of Default

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

10. Adherence to Law

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

B. COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges of employment, nor shall any person be excluded from participation in, be denied the benefits of,

or be subject to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, COUNTY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order 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. COUNTY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

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

12. INTEGRATION

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

13. EARLY TERMINATION

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

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

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

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

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

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

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

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

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

14. LITIGATION

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

15. OREGON LAW AND FORUM

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

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

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 9/5/91

HEALTH DIVISION

By Billi Odegaard
Billi Odegaard, Director

Date 8/5/91

CITY OF PORTLAND, OREGON

By _____
Earl Blumenauer
Commissioner, Bureau of
Environmental Services

Date _____

APPROVED AS TO FORM:

By _____
City Attorney

REVIEWED
By [Signature]
MULTNOMAH COUNTY COUNSEL

RATIFIED
Multnomah County Board
of Commissioners
9-3 9-5-91

HEALTH DIVISION

By Arthur Bloom
Arthur Bloom
Program Manager

Date Aug 3, 1991

REVIEWED:

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

By _____

Date _____



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103561

Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners C-4 September 5, 1991</p>
--	--	---

Contact Person Brame Phone x2670 Date 8-12-91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide nursing students with clinical learning experiences at Multnomah County clinics and field nursing offices.

** This amendment a) modifies the liability language
 b) changes the termination date from 6-30-91 to 6-30-91 to get contract on FY basis*

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU School of Nursing
3181 S.W. Sam Jackson Park Rd., L102
 Mailing Address _____
Portland, Oregon 97201-3098

Phone 494-7725

Employer ID # or SS # 93-0692164

Effective Date Upon Execution

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ N/A

Payment Term

- Lump Sum \$ _____
 - Monthly \$ _____
 - Other \$ _____
 - Requirements contract - Requisition required
 - Requirements Not to Exceed \$ _____
- Purchase Order No. _____

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON
 1991 SEP 12 AM 11:10

REQUIRED SIGNATURES:

Department Manager Basil Chagnard

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff Philip McCarty

Date 8/14/91

Date _____

Date _____

Date 9/5/91

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0751			6110		399		N/A	
02.	156	010	0753			6110		399		N/A	
03.											

INSTRUCTIONS ON REVERSE SIDE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

Meeting Date: SEP 05 1991

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to Intergovernmental Agreement with School of Nursing

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

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

Board ratification of an amendment to an Intergovernmental Agreement with OHSU providing Nursing School students with clinical learning experiences at Multnomah County Clinics and field nursing offices. The amended agreement includes the term "defend" as required by County Counsel.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 AUG 29 AM 11:48

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

or

DEPARTMENT MANAGER Billi Odegard (cc)

(All accompanying documents must have required signatures)

Sent Original OGA + Contracts to H. Brome 160/2nd on 9-5-91.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director Health Division and Acting Director,
Department of Human Services

FROM: Tom Fronk, Business Services Manager, Health Division

DATE: August 1, 1991

SUBJECT: Amendment to Intergovernmental Agreement with the School of Nursing,
Oregon Health Sciences University

Recommendation: The Health Division of the Department of Human Services recommend county chair approval and board ratification of this amendment to intergovernmental agreement with the School of Nursing, Oregon Health Sciences University for the period upon execution to and including June 30, 1992.

Analysis: * On January 3, 1991, the county ratified an agreement with the Oregon Health Sciences University, School of Nursing, to provide nursing school students with clinical learning experiences at Multnomah County clinics and field nursing offices. The agreement ratified by the county included the term "defend" in reference to OHSU defending the county for the tortious acts of the University, its officers, agents, and employees. The University signed the agreement but eliminated the term "defend." County counsel found it necessary to include the term "defend" in the agreement. After initially disagreeing with the findings of county counsel, the state and university agreed to amend the original agreement to include the term "defend."

Background Clinical affiliation agreements have been in effect with Oregon Health Sciences University since 1979. This agreement will update the existing agreement through the use of a more complete and updated agreement format.

* This amendment also changes the termination date from 12/31/91 to 6/30/92 to bring the contract in line with the County's fiscal year.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 103561
Amendment # 1

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners C-4 September 5, 1991</p>
--	--	---

Contact Person Brame Phone x2670 Date 8-12-91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide nursing students with clinical learning experiences at Multnomah County clinics and field nursing offices.

** This amendment a) Modifies the liability language
b) changes the termination date FROM ~~6-30-91~~ TO 6-30-92
to get contract on FY basis*

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU School of Nursing
 Mailing Address 3181 S.W. Sam Jackson Park Rd., L102
Portland, Oregon 97201-3098
 Phone 494-7725
 Employer ID # or SS # 93-0692164
 Effective Date Upon Execution
 Termination Date June 30, 1992
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ N/A

Payment Term N/A

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard Date 8/14/91

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel John D. Bay Date 8/17/91

County Chair/Sheriff Shelby McCray Date 9/5/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0751			6110		399		N/A	
02.	156	010	0753			6110		399		N/A	
03.											

INSTRUCTIONS ON REVERSE SIDE

**AGREEMENT FOR EDUCATION
BETWEEN
THE SCHOOL OF NURSING OF
OREGON HEALTH SCIENCES UNIVERSITY
AND
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION**

This is an agreement between the State of Oregon, acting by and through the State Board of Higher Education, for and on behalf of the School of Nursing of the Oregon Health Sciences University (hereinafter called UNIVERSITY) and Multnomah County Department of Human Services, Health Services Division (hereinafter called AGENCY).

Whereas, UNIVERSITY operates a qualified School of Nursing which educates nursing students (hereinafter called students);

Whereas, the nursing education program is intended to provide students with a variety of structured learning experiences, including the provision of direct patient care under supervision, which may include participation in structured learning experiences outside of the UNIVERSITY;

Whereas, AGENCY can provide a portion of the learning experience for students;

Whereas, AGENCY is willing to accept and UNIVERSITY is willing to assign students to participate in clinical learning experiences at AGENCY'S facilities upon the terms and conditions hereinafter set forth;

Agreement

NOW, THEREFORE, UNIVERSITY and AGENCY agree as follows:

I. GENERAL PROVISIONS

- (A) The parties agree to cooperate in the provision of clinical experiences at AGENCY for UNIVERSITY students seeking a bachelor's, master's or doctoral degree in Nursing.
- (B) The number of students to receive clinical education at AGENCY and the amount of clinical supervision to be exercised by faculty of the UNIVERSITY during each quarter of the school year shall be agreed upon mutually by the parties to this Agreement.
- (C) It is understood that circumstances might arise affecting either party which would prevent placement of students in the AGENCY during any particular quarter of the school year.

- (D) This Agreement shall take effect upon signature of both parties and shall continue until terminated pursuant to paragraph I(E).
- (E) This Agreement may be terminated by either party upon six months' written notice to the other party, or upon such other notice as may be mutually acceptable to both parties. Unless otherwise agreed, termination of this Agreement is effective only at the conclusion of the academic year. Notwithstanding the foregoing, either party may terminate this Agreement for a substantial breach of the Agreement, after giving the other party notice of the breach and a reasonable opportunity, not to exceed 30 days, to correct the breach.

II. UNIVERSITY RESPONSIBILITIES

- (A) The UNIVERSITY will assign nursing faculty to be responsible for the students' nursing educational experiences in the AGENCY, and will plan cooperatively with the AGENCY for appropriate orientation of faculty and students.
- (B) The UNIVERSITY will plan for the learning experiences of each of its students to include case selection, hours for class and laboratory practice, course content, methods of teaching, and evaluation of students' programs in meeting course objectives.
- (C) The UNIVERSITY faculty members responsible for the clinical supervision of students will meet with appropriate AGENCY personnel and interpret the student programs. They also will be responsible for obtaining an understanding of current AGENCY practices sufficient to direct the students in AGENCY setting.
- (D) UNIVERSITY faculty and students are covered by the State of Oregon self-insurance plan, pursuant to ORS 30.268 while at the AGENCY, when acting within the scope of their assignment by the UNIVERSITY.
- (E) The UNIVERSITY will provide, without cost to the AGENCY, the faculty resources and clinical supervision necessary for direction of the students covered by this Agreement.
- (F) UNIVERSITY shall defend, hold and save harmless AGENCY, its officers, agents and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

Meeting Date: SEP 05 1991

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: INTERGOVERNMENTAL SERVICE AGREEMENT

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT DES DIVISION ISD

CONTACT DOUG FISCHER TELEPHONE 248-3749

PERSON(S) MAKING PRESENTATION DOUG FISCHER

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 MINUTES

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

ONGOING INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN WASHINGTON COUNTY JUVENILE DEPARTMENT AND MULTNOMAH COUNTY INFORMATION SERVICES DIVISION FOR THE PROVIDING OF COMPUTER TIME FOR THE TRI-COUNTY JUVENILE INFORMATION SYSTEM.

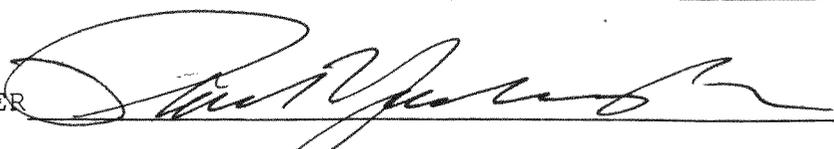
1991 AUG 26 PM 3:12
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

Sent Original OGA + Contracts to Doug Fischer B327 on 9-5-91.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
INFORMATION SERVICES DIVISION
4747 EAST BURNSIDE
PORTLAND, OREGON 97215
(503) 248-3749

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Paul Yarborough, Director
Department of Environmental Services

FROM: Jim Munz, Manager
Information Services Division

SUBJECT: INTERGOVERNMENTAL AGREEMENT

DATE: August 7, 1991

The attached contract is an intergovernmental agreement between Washington County Juvenile Department and Multnomah County Information Services Division for the providing of computer time for the Tri-County Juvenile Information System.

JM:MM:jc
Attachment



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 300592

MULTNOMAH COUNTY OREGON

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>C-5 September 5, 1991</u></p>
--	--	--

Contact Person Doug Fischer/Mary McNicholas Phone 248-3749 Date August 6, 1991

Department DES Division ISD Bldg/Room 327

Description of Contract Intergovernmental agreement with Washington County Juvenile Department for providing computer services

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Washington County Juvenile Dept.

Mailing Address 232 "W" NE Lincoln Hillsboro, OR 97124 Attn: Sharon Bloomer

Phone 640-3485

Employer ID # or SS # _____

Effective Date upon signature

Termination Date renewable

Original Contract Amount \$ n/a

Amount of Amendment \$ _____

Total Amount of Agreement \$ n/a

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] Date 8-12-91

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 8/17/91

County Chair/Sheriff [Signature] Date 9/5/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENT FOR PROVIDING COMPUTER SERVICES

This contract is made and entered into this _____ day of _____, by and between Washington County Juvenile Department, Oregon, hereinafter "County" and the Multnomah County Information Services Division hereinafter "Agency" for the providing of computer time for the Tri-County Juvenile Information System. This contract will remain in full force and effect until sixty (60) days following either party delivering written notice requesting termination upon the other party.

Whereas, ORS 190.10 authorizes County to enter into an agreement with Agency for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

Whereas, the County desires to purchase for a fee certain of said services.

Now, therefore, in consideration of the mutual covenants contained herein, the parties fully agree as follows:

1. The Agency agrees to provide the following services:
 - a. COMPLETE CPU Seconds
 - b. COMPLETE I/O Operations
 - c. Terminal Availability Charge
 - d. Batch CPU Time (Hours)
 - e. Disk Input/Output Requests
 - f. Tape Input/Output Requests
 - g. Lines printed
 - h. Tape days
 - i. Microfiche charges
 - j. Disk space - Megabytes Daily
 - k. Maint. - Programmer
 - l. Maint. - Prog/Analyst
 - m. Maint. - Sr. Prog/Analyst
 - n. DP Class Fees
 - o. Miscellaneous

2. The County agrees to:
 - a. Pay the Agency the amounts indicated in the Schedule of Charges (See Attachment A) for the services indicated.

III. AGENCY RESPONSIBILITIES

- (A) The responsibility for nursing care of patients rests with the nursing department and the nurse administrator of AGENCY.
- (B) The AGENCY will provide, without cost to the UNIVERSITY and its students, clinical resources and facilities for use in their educational experiences.
- (C) The AGENCY shall comply with the applicable provisions of ORS Chapter 279, covering public contracts.
- (D) AGENCY hereby promises and agrees to indemnify and save harmless UNIVERSITY, its officers, agents and employees, from all liability, claims, suits, actions, and other proceedings arising out of or in any manner related to AGENCY'S performance hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date last below written.

STATE OF OREGON, Acting by and through the State Board of Higher Education on Behalf of Oregon Health Sciences University

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES HEALTH SERVICES DIVISION 426 SW Stark Street Portland, Oregon 97204

David C. Bunnell 7/22/91 (Date)
for William Neland
Associate Vice President
for Administration and Finance

Gladys McCoy 9/5/91 (Date)
Gladys McCoy
Multnomah County Chair

Ruth Alexander 7/1/91 (Date)
for Carol A. Lindeman, RN, PhD, FAAN
Dean, School of Nursing

Billi Odegaard 8/5/91 (Date)
Billi Odegaard, Director
Health Division

RATIFIED
Multnomah County Board
of Commissioners

C-4 9-5-91

1-mgah.frm(R)

REVIEWED :

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By: *[Signature]*
Date: 8/28/91

ATTACHMENT "A"

INFORMATION SERVICES DIVISION

DATA PROCESSING RATE SCHEDULE

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>RATE</u>	
Batch	CPU	Seconds	.51
	Disk I/O	1000 I/Os	.90
	Tape I/O	1000 I/Os	.76
	Print	1000 Lines	1.45
	Job Setup Charge	Per Job	1.00
On-Line	CPU	Seconds	1.17
	Terminal I/O	1000 I/Os	.59
	System Access Charge	Terminals/Month	60.00
Disk Space		Megabytes/Day	.08
Tape Storage		Tapes/Day	.05
Systems and Programming:			
	Personal Computer Support	Hours	25.00
	Programmer	Hours	33.00
	Programmer/Analyst	Hours	38.00
	Senior Programmer/Analyst	Hours	42.00
Data Entry		Hours	25.00
Account Setup Charge			150.00

~~P-1~~

GEORGE

Skelley

WASH. CO.

Fin. Manager

DATE _____

NAME _____

ADDRESS _____

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # _____

SUBJECT _____

_____ FOR _____ AGAINST

PLEASE PRINT LEGIBLY!

July 26/26

Meeting Date: September 5, 1991

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Government Finance Officers Assoc. Achievement for Excellence Award

AGENDA REVIEW/
BOARD BRIEFING September 3, 1991 REGULAR MEETING September 5, 1991
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chairs Office

CONTACT Teri Duffy TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Government Finance Officers Association

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Multnomah County's Finance Division has been awarded Achievement for Excellence in Financial Reporting for FY 1989-1990. This award is the highest form of recognition in the area of government accounting.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Glady McCoy*
Or

DEPARTMENT MANAGER _____

MULTNOMAH COUNTY
OREGON
1991 AUG 26 PM 3:10

(All accompanying documents must have required signatures)

Meeting Date SEP 05 1991

Agenda No. R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Exempt Employee Medical, Vision, and Dental Benefits

BCC Informal _____
(Date)

BCC Formal September 5, 1991
(Date)

DEPARTMENT _____ DIVISION Employee Services/Benefit Section

CONTACT Merrie Ziady TELEPHONE 248-3477

PERSON(S) MAKING PRESENTATION Merrie Ziady/Curtis Smith

ACTION REQUESTED:
 INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Resolution directing the implementation of the attached Recommended modifications to the Exempt Employee Medical, Vision, and Dental Plans, dated August 20, 1991.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Curtis Smith

(All accompanying documents must have required signatures)

1548E2 Sent Copy of Resolution 91-130 to Merrie Ziady & Curtis Smith on 9-5-91.

CLERK OF COUNTY COMMISSION
MULTNOMAH COUNTY
OREGON
1991 AUG 26 PM 3:10



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

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

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
(503) 248-5135

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

AT OTHER LOCATIONS:

M E M O R A N D U M

TO: Gladys McCoy, Chair
Board of County Commissioners

THROUGH: Merlin Reynolds, Senior Staff Assistant

FROM: Curtis Smith, Manager *Curtis Smith*
Employee Services Division

DATE: August 23, 1991

SUBJECT: Exempt Employee Medical, Vision, and Dental Benefits Resolution

The attached Resolution would modify our existing exempt employee benefits. The most significant proposals are the introduction of utilization review (UR) and a preferred provider network (PPO) to our self-insured program (both are cost-containment measures), and a flexible spending account (FSA) to allow employees to use pre-tax dollars to pay for out-of-pocket costs.

Note that only the proposed changes to our self-insured and HMO plans are listed in the attachments. The changes are based upon a thorough analysis of our exempt benefits by the Benefits Advisory Group, including study of survey input from exempt employees, as well as input from Department Managers and Commissioners.

Since the Board was briefed, three additional changes have been made in the attachment: (1) a first year pre-existing condition limit for new hires in the ODS program has been set at \$10,000 to protect us from catastrophic pre-existing conditions; (2) the proposal to discontinue partial coverage of dependent orthodonture was dropped after further analysis; and (3) the proposal to increase Kaiser dental co-pays to match the \$5 medical co-pay was dropped, because it would not have the cost containment effect that the medical co-pay has.

1553E2/CS/js

Attachment

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of)
Modifying the Exempt)
Employee Medical, Vision,)
and Dental Benefits for)
Multnomah County.)

RESOLUTION
91-130

WHEREAS, Multnomah County is committed to providing medical, vision, and dental benefits that will contribute to the recruitment, retention, and protection of a competent Exempt Employee workforce; and

WHEREAS, Multnomah County is committed to the principles of cost containment and efficient use of health care services in the design and administration of the medical, vision, and dental benefits for Exempt Employees; and

WHEREAS, Multnomah County supports the concepts of health promotion and disease prevention in the design of medical, vision, and dental benefits for the Exempt Employee workforce; and

WHEREAS, the Benefits Advisory Group has produced a report recommending modifications to the Exempt Employee Medical, Vision, and Dental Plans, as well as a cost impact statement; and

WHEREAS, the Board of County Commissioners concurs with the recommended design changes in the report;

NOW THEREFORE the Board directs the Benefits Section of the Employee Services Division to:

- implement the plan design changes as described in the attached report, Recommended Modifications to the Exempt Employee Medical, Dental, and Vision Plans dated August 20, 1991; and
- develop and carry out a competitive RFP process for service providers for the Flexible Spending Account (FSA), the Preferred Provider Network (PPO), and the Utilization Review (UR).

ADOPTED this 5th day of September, 1991.

By Gladys McCoy
Gladys McCoy, Chair
Board of County Commissioners
MULTNOMAH COUNTY, OREGON



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

**Summary of Recommended Modifications
to the Exempt Medical, Vision, and Dental Plans***

MEDICAL

Current Plan	Recommended Design Change	Rationale for Change	Relates to Goals
ODS - no utilization review.	Add utilization review (pre-certification, concurrent review, discharge planning, patient advocacy).	Cost containment: efficient use of health care services.	2, 7
ODS - no PPO. Normal plan benefits of 80% of 1st \$2,500; 100% thereafter. Out-of-pocket cap \$500 per individual plus deductible.	Add PPO - preferred provided network with discounted rates. Services from PPO providers reimbursed at 90%; non PPO providers at 70% (Out-of-area, remains at 80%). Out-of-pocket cap per individual \$1,000 plus deductible. Add family maximum of \$3,000.	Cost containment: control of provider charges. Encourages use of efficient providers. Cost sharing. Maintains catastrophic protection.	1, 2, 7
\$100 individual deductible/\$300 family max.	\$200 individual deductible/\$600 family max.	Cost-sharing.	2, 4, 7
\$1 co-payment on Kaiser visit.	Increase Kaiser co-payment to \$5.	Cost-sharing.	2, 7
No pre-existing condition limitation under Kaiser or ODS for new hires.	No change to Kaiser. Under ODS add 6/12 provision with maximum payment. (6/12 = if individual treated for condition during six months prior to hire - max. of \$10,000 paid on that condition for 1st year).	Cost containment (devote resources to current employees, not new hires).	1, 5
Emergency room deductible - none.	Add \$50 deductible to ODS; waive if admitted.	Cost containment: appropriate use of medical services.	2, 4
Skilled nursing facility daily services; no limited on # of days for ODS; 100 day limit for Kaiser.	Add 100 day limit to ODS on skilled nursing facility.	Cost containment: appropriate use of medical services.	2, 7

* This summary addresses only those features of the plans which are subject to change by this proposal. Comprehensive plan descriptions are available from Employee Benefits.

MEDICAL (Continued)

Current Plan	Recommended Design Change	Rationale for Change (Cont'd)	Relates to Goals
Minimum mandated benefit on Diabetes Self Management for Kaiser and ODS.	Increase ODS benefit to \$200 (mandate is \$120).	Adjust to reflect increased cost for services.	1, 4
Rx benefit under Kaiser is 50% up to out-of-pocket max. of \$25. ODS reimburses at 80%, subject to deductible and out-of-pocket maximums.	Retain ODS and Kaiser Rx benefit. Add generic and mail-order option to ODS.	Cost containment: lowers Rx costs by taking advantage of volume discounts and lowered dispensing fees. Benefits County and employee.	4, 7
Routine physicals - no deductible; \$100 max. benefit annually over sixty; every two years; under sixty.	Increase plan maximum on physical to \$160.	Promote good health and enhance early detection and treatment of disease. Long term cost containment.	1, 3, 5
Well-baby care.	Waive deductible.	Promote preventive care.	1, 3, 5
State mandates for chemical dependency and mental health, except inpatient and residential treatment benefit is higher than state mandates.	Comply with state mandated levels. Add PPO.	Cost containment. Cost sharing.	2, 7
No Flexible Spending Arrangement (FSA).	Add Flexible Spending Account option for all employees.	Ease negative impact of cost-sharing. Tax advantage for employees: potential out-of-pocket savings. Allows employees to set aside pre-tax dollars from wages to use for non-reimbursable health care expenses.	4, 5, 6, 7
Lack of "wellness incentives" related to health benefits.	Provide FSA contribution of up to \$45 - per non-smoking Exempt employee for Plan Year 1992.	Reinforcement of healthy behavior that positively impacts health care costs. Incentive to use FSA.	1, 3, 5
Waiver of benefits - no options.	Cash "in-lieu of benefits" if covered under another plan (modeled after ONA Section 125 Plan).	Flexibility in options for employee. Potential premium/claims saving for employers.	2, 5, 6, 7

VISION

Current Plan	Recommended Design Change	Rationale for Change	Relates to Goals
No PPO, exam covered at \$25.	Add PPO, cover at 80%. Non PPO providers, 70%.	Cost containment: control of provider charges. Encourages use of efficient providers.	2, 5, 7
Schedule for lenses and frames: max. benefit per lens	Increase schedule for lenses and frames: max. benefit per lens	Bring benefit in line with current costs of services.	
single \$10	single \$40		
bifocal \$16.25	bifocal \$60		
trifocal \$22.50	trifocal \$80		
lenticular \$50.00	lenticular \$125		
frames \$18.75	frames \$45		

DENTAL

Current Plan	Recommended Design Change	Rationale for Change	Relates to Goals
3 options - Kaiser, Dentacare, and ODS.	Drop Dentacare.	Cost containment - efficiency of administration.	7
ODS schedule of benefits on routine services: 1st yr: 70% 2nd yr: 80% 3rd yr: 90% 4th yr: 100% Major services: 50% maximum benefit of \$1,000 per year.	Add deductible of \$25 individual/\$75 family max. Pay 100% on preventive care, 80% on restorative, 50% on major services. Increase maximum benefit to \$1,500 per year per individual.	Employee complaints and inadequate customer service. Cost containment. Bring coverage in line with cost of services. Initial support for preventive care.	2, 3, 5, 7

886H/MZ/js

August 1991

Mission Statement - Employee Benefits

Multnomah County's goal is to participate in providing employees health and welfare benefits which:

1. promote individual and organizational health and productivity;
2. promote efficient use of health care services;
3. emphasize the preventive aspect of health care;
4. emphasize self responsibility in health behavior and decision making;
5. contribute to the recruitment and retention of a competent workforce;
6. are sufficiently flexible to meet the needs and interests of a diverse workforce while preserving simplicity and efficiency of administration;
7. are consistent with the principles of cost containment and overall financial obligations and responsibilities of the County.

Members, the Exempt Benefit Advisory Group

Randy Amundson, MCSO	255-3600
Kelly Bacon, DA	248-3162
Jeanne Goodrich, Library	248-5492
Suzanne Kahn, DHS	248-3056
Maureen Leonard, BCC	248-5076
Gerry Odisio, DHS	248-3782
Maria Rojo de Steffey, DES	248-5001
Wayne Salvo, DCC	248-3810
Steve Tillinghast, MCSO	255-3600
Merrie Ziady, Employee Benefits	248-3477

Consultants, William M. Mercer, Inc.

Pat Hogan
Jerry Jones

Meeting Date: SEP 05 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Federal HOME and CDBG Funding Resolution

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING 9/5/91
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Fred Neal TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Cecile Pitts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Resolution in the Matter of Expressing Multnomah County Support for Full Funding of Federal HOME and for Increasing the Community Development Block Grant Program and for the Waiver of HOME Matching Requirements for FT 1992

Asks the Congressional Delegation to support Senate version of of HR 2519, the VA, HUD and Independent Agencies Appropriations Bill

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

1991 AUG 29 AM 11:08
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

Sent copy of Resolution 91-131 to Fred Neal + Cecile Pitts on 9-5-91.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Expressing Multnomah)
County Support for Full Funding of)
Federal HOME and for Increasing the) RESOLUTION
Community Development Block Grant) 91-131
Program and for the Waiver of HOME)
Matching Requirements for FY 1992)

WHEREAS, the housing needs of Multnomah County families and children are great as exemplified by the following:

- * 17,000 people homeless for at least one night on an annual basis, 30% of these people have mental illness;
- * Nearly half (45%) of the very low income families pay over 70% of their income for housing;
- * Local median income statistics have not kept pace with increasing median contract rent (this impacts special populations most severely, due to their increased vulnerability);
- * The Mid-County Sewer Project enforces mandated connection costs of \$6,000 to \$10,000 per single family dwelling in all the east county community (total impact 56,000 properties); and

WHEREAS, if unresolved, the long-term impacts of these needs will haunt our communities and social service endeavors for many years; and

WHEREAS, the National Affordable Housing Act of 1990 was established to help local governments address these critical needs and work toward a decent home for everyone; and

WHEREAS, Multnomah County looks to the programs created by the Act, most particularly HOME and CDBG as essential in the response to these needs; and

WHEREAS, full funding for HOME and increased funding for CDBG is vital for our local housing strategies; and

WHEREAS, waiver of the FY 1992 matching requirements of the HOME program is essential to permit local agencies to use these new funds to serve lower income families and children; and

WHEREAS, Senator Hatfield is one of the Senate conferees on H.R. 2519, the VA, HUD, and Independent Agencies Appropriations bill;

NOW, THEREFORE BE IT RESOLVED, that the Multnomah County Board of Commissioners take a position of strong support for full funding of HOME and increased funding of the CDBG program in FY 1992, and support for waiver of the HOME matching requirements during FY 1992; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Senator Hatfield and that copies be delivered to each of Oregon's Congressional Delegation.

ADOPTED this 5th day of September, 1991.

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, County Chair



REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By _____

thw
GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204

NACo Alert

8/19/91
NATIONAL ASSOCIATION OF COUNTIES

440 First Street, NW

Washington, DC 20001

Tel. 202/393-6226

FAX 202/393-2630

Staff Contact: Haron Battle

TO: State Association Executives;
Chief Elected Officials whose Member of Congress are HUD
Appropriations Conferees; and
Community and Economic Development Steering Committee;

FROM: Larry E. Naake, Executive Director

DATE: August 13, 1991

ACTION: URGE CONFEREES TO FUND HOME AT \$2 BILLION AND CDBG AT
\$3.4 BILLION

BACKGROUND

A conference committee will meet after the Labor Day recess to reconcile differences between the Senate and House VA, HUD and Independent Agencies Appropriations bills. The Senate bill increases Community Development Block Grants (CDBG) by \$200 million to \$3.4 billion, compared to a \$65 million increase in the House bill. The Senate bill funds the HOME Investment Partnerships program at its \$2 billion authorized level; the House only funded HOME at \$500 million. The Senate bill also provides a complete one year waiver of the requirement to match HOME funds with non-federal resources.

The Senate was able to increase funding for many housing and community development programs by taking an estimated \$1.8 billion in savings realized by converting the Sec. 202 elderly and handicapped housing program from a loan to a grant program, changing the accounting method for Sec. 8 contract amendments, reducing the number of new vouchers and certificates, and using \$600 million in savings from housing programs terminated by the National Affordable Housing Act.

IMMEDIATE ACTION NEEDED

During the August congressional recess, please contact, by letter and in person, your Senator or Representatives on the VA, HUD, and Independent Agencies Appropriations conference committee urging them to adopt the Senate funding levels in H.R. 2519 of \$2 billion for the HOME program and \$3.4 billion for CDBG. Also urge conferees to adopt the Senate's one year complete waiver of the HOME matching requirement. Attached is a sample letter you may use or adapt in corresponding with Members of Congress.

(over)

VA, HUD, and Independent Agencies Conferees

SENATE (SOB = Senate Office Building; Senate zip code is 20510)

Barbara A. Mikulski	320 Hart SOB	(202) 224-4654
Patrick J. Leahy	433 Russell SOB	(202) 224-4242
J. Bennett Johnston	136 Hart SOB	(202) 224-5824
Frank R. Lautenberg	506 Hart SOB	(202) 224-4744
Wyche Fowler, Jr.	204 Russell SOB	(202) 224-3643
J. Robert Kerrey	316 Hart SOB	(202) 224-6551
Robert C. Byrd	311 Hart SOB	(202) 224-3954
Jake Garn	505 Dirksen SOB	(202) 224-5444
Alfonse M. D'Amato	520 Hart SOB	(202) 224-6542
Christopher Bond	293 Russell SOB	(202) 224-5721
Don Nickles	713 Hart SOB	(202) 224-5754
Phil Gramm	370 Russell SOB	(202) 224-2934
Mark O. Hatfield	711 Hart SOB	(202) 224-3753

HOUSE (HOB = House Office Building; House zip code is 20515)

Jamie L. Whitten	2314 Rayburn HOB	(202) 225-4306
Bob Traxler	2366 Rayburn HOB	(202) 225-2806
Louis Stokes	2365 Rayburn HOB	(202) 225-7032
Alan B. Mollohan	229 Cannon HOB	(202) 225-4172
Jim Chapman	236 Cannon HOB	(202) 225-3035
Chester G. Atkins	123 Cannon HOB	(202) 225-3411
Marcy Kaptur	1228 Longworth HOB	(202) 225-4146
Joseph M. McDade	2370 Rayburn HOB	(202) 225-9594
Bill Green	2301 Rayburn HOB	(202) 225-2436
Lawrence Coughlin	2309 Rayburn HOB	(202) 225-6111
Bill Lowery	2433 Rayburn HOB	(202) 225-3201

SAMPLE LETTER

Dear <Conferee's Name>:

I take this opportunity to express my sincere appreciation for the contributions you have made in developing the <House><Senate> version of the VA, HUD and Independent Agencies Appropriations bill. You faced a difficult task of crafting a bill that would meet our nation's tremendous housing and community development needs in a time of unprecedented budgetary constraints.

I urge you and other conferees to adopt the allocation choices in the Senate bill which increases funding for Community Development Block Grants to \$3.4 billion, funds the HOME Investment Partnerships program at its \$2 billion authorized level, and provides a full one-year waiver of the HOME match requirement. A \$2 billion appropriation for HOME, the centerpiece of the National Affordable Housing Act of 1990, will provide urban, rural and small counties throughout the nation with a flexible tool to respond to critical and diverse local housing needs. HOME will enable <your county> to expand the supply of homeownership and rental housing and provide tenant assistance. The funding levels in the Senate version of H.R. 2519 will allow county governments, many of which are facing fiscal distress, to address the escalating community development and housing needs of our lower-income citizens.

I am confident that you and your fellow conferees will be able to craft a sensible appropriations bill which distributes limited federal resources among a number of important domestic priorities. Thank you for allowing me to share my views on HUD funding.

(over)

Resolution Supporting a \$2 Billion Appropriation for the Home Investment Partnerships Program in FY 92

Resolution on Reauthorization of Community Development Block Grants

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act is the first major housing bill in over a decade which builds upon the experience and capacity of local governments and their agencies to design and implement programs which expand the supply of affordable housing; and

WHEREAS, a fundamental strength of the HOME Investment Partnerships program is the flexibility local governments have to develop comprehensive strategies which address identifiable needs; and

WHEREAS, the HOME program is authorized at \$2 billion in FY92 which is the level of resources that is required in order for HOME to be national in scope; and

WHEREAS, a minimum dollar threshold for entitlement counties should be set at the lowest level at which locally generated affordable housing strategies would be feasible:

THEREFORE, BE IT RESOLVED that the National Association of Counties supports a \$2 billion appropriation for the HOME program in FY92; and

BE IT FURTHER RESOLVED that if the HOME program is not funded at \$2 billion, then the threshold amount for counties to qualify for direct funding should be lowered correspondingly; and

BE IT FURTHER RESOLVED that appropriations for HOME and other new initiatives in the Cranston-Gonzalez National Affordable Housing Act are not a basis for the federal government to abdicate its long term responsibility to finance Sec. 8 rental assistance.
Adopted July 16, 1991.

WHEREAS, the Community Development Block Grant (CDBG) program remains the premier federal development tool for neighborhood stabilization, revitalization and economic development; and

WHEREAS, county participation in the CDBG program has increased from 73 urban counties in FY75 to 125 entitlement counties in 1991, and roughly 800 smaller counties with populations of less than 200,000 receive funds through state administered CDBG programs; and

WHEREAS, in 1988 urban counties used 36 percent of their CDBG funds for public works, 25 percent for housing-related activities, 13 percent for economic development, and 7 percent for public services; and

WHEREAS, CDBG funding has not kept pace with the 30 percent increase in the number of entitlement communities since 1980, an expansion in eligible activities, and the imposition of new administrative requirements; and

WHEREAS, despite a \$300 million increase in the program's appropriation from \$2.9 billion in FY90 to \$3.2 billion in FY91, CDBG funding between FY80 and FY91 declined by 48 percent after adjusting for inflation; and

WHEREAS, the flexibility of the CDBG program, the key factor in its effectiveness, could be eroded by inappropriate monitoring and overly restrictive regulations;

THEREFORE, BE IT RESOLVED that the National Association of Counties supports a \$4 billion appropriation for the Community Development Block Grant program in FY92; and

BE IT FURTHER RESOLVED that the National Association of Counties urges Congress to direct the Department of Housing and Urban Development (HUD) that loans will be allowed for any eligibility activity for which grants are allowed and to recipients and sponsors who are eligible to receive grants; and

BE IT FURTHER RESOLVED that the National Association of Counties supports making housing development management activities, planning, fair housing, assistance to minority and women owned firms and technical assistance to nonprofit organizations for neighborhood revitalization or community economic development directly eligible activities rather than falling under the 20 percent administrative cap; and

BE IT FURTHER RESOLVED that the National Association of Counties urges Congress to direct HUD to cease the practice of preventing grantees from charging administrative expenses attributable to an activity against the activity itself rather than against the administrative cap; and

BE IT FURTHER RESOLVED that HUD should provide uniform training for its monitors both on the CDBG program itself and on how county governments function and direct monitors to function as technical advisors to grantees and not merely as policing agents.

Adopted July 16, 1991.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3-0108-2

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>R-4 September 5, 1991</u></p>
---	--	---

Contact Person Charles Ciecko Phone 5050 Date 8/13/91

Department Environmental Services Division Parks Bldg/Room 425

Description of Contract Intergovernmental Agreement between Oregon State Marine Board and Multnomah County Parks to accept \$925,000 for the completion of Chinook Landing Marine Park

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon State Marine Board

Mailing Address 3000 Market St., N.E.
Salem, OR 97310

Phone (503) 378-8587

Employer ID # or SS # _____

Effective Date Upon execution

Termination Date _____

Original Contract Amount \$ 925,000

Amount of Amendment \$ _____ Revenue

Total Amount of Agreement \$ 925,000

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ Progress Payments
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] Date 8-14-91

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel [Signature] Date 8/17/91

County Chair/Sheriff [Signature] Date 9/5/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
	<u>156</u>	<u>030</u>	<u>5316</u>			<u>2349</u>						
01.												
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INSTI

FORM

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

Meeting Date SEP 05 1991

Agenda No.: R-af

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement - Oregon State Marine Board

BCC Informal _____ (date) BCC Formal 9-5-91 (date)

DEPARTMENT Environmental Services DIVISION Park Services

CONTACT Charles Ciecko TELEPHONE 5050

PERSON(S) MAKING PRESENTATION C. Ciecko

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

Request approval of an Intergovernmental Agreement with Oregon State Marine Board to accept a \$925,000 grant for the completion of Chinook Landing Marine Park.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER cc. [Signature]

(All accompanying documents must have required signatures)

3706V/4338p

Sent original OGA & Contacts to Charles Ciecko on 9-5-91.

1991 AUG 26 PM 3:12
CLERK'S OFFICE
DEPARTMENT OF REVENUE
OREGON



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Board of County Commissioners
Paul Yarborough

FROM: Charles Ciecko *cc*

DATE: August 13, 1991

SUBJECT: Intergovernmental Agreement - Oregon Marine Board

Please find attached a "Request for Placement" for an Intergovernmental Agreement with the Oregon State Marine Board. Staff recommends your approval.

The agreement addresses our acceptance of a \$925,000 grant for the completion of Chinook Landing Marine Park.

As you may recall, we have previously accepted a \$2,000,000 grant for this project. At that time we committed a \$309,000 hard match. This commitment has already been met and no further matching funds are required for this grant.

The construction project is running smoothly and we anticipate completion on schedule (October 1991). We are in the early stages of planning a dedication ceremony for early October. We will notify you of details in the near future.

Thank you.

CC:vh

Enclosure

August 1, 1991

Charles Ciecko
Multnomah County
1620 SE 190th Avenue
Portland, OR 97233

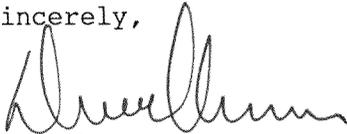
RE: Facility Grant #600
Chinook Landing

Dear Charlie:

Enclosed please find two copies of a Facility Grant Cooperative Agreement for your consideration and approval. Please sign both copies and return one to me. As soon as the Agreement is signed, you may proceed with implementation.

I look forward to the successful completion of this project.

Sincerely,



Dave Obern
Facilities Manager

Enc.

DO/sl



3000 Market St. NE #505
Salem, OR 97310
(503) 378-8587
FAX (503) 378-4597





CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3-0108-2

MULTNOMAH COUNTY OREGON

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-4 September 5, 1991</p>
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Contact Person Charles Ciecko Phone 5050 Date 8/13/91

Department Environmental Services Division Parks Bldg/Room 425

Description of Contract Intergovernmental Agreement between Oregon State Marine Board and Multnomah County Parks to accept \$925,000 for the completion of Chinook Landing Marine Park

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon State Marine Board

Mailing Address 3000 Market St., N.F.
Salem, OR 97310

Phone (503) 378-8587

Employer ID # or SS # _____

Effective Date Upon execution

Termination Date _____

Original Contract Amount \$ 925,000

Amount of Amendment \$ _____ Revenue _____

Total Amount of Agreement \$ 925,000

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ Progress Payments
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] Date 8-14-91

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel [Signature] Date 8/17/91

County Chair/Sheriff [Signature] Date 9/5/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	030	5316			2349						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE PURCHASING CLERK INITIATOR OR BNY CLERK OF THE BOARD GREEN FINANCE

STATE MARINE BOARD
FACILITY GRANT COOPERATIVE AGREEMENT

This Agreement is entered into by and between the State of Oregon, acting by and through its Marine Board, hereinafter called the "Board" and Multnomah County in the State of Oregon hereinafter called the "Recipient".

The purpose of this Agreement is to set forth obligations by both parties in the development of recreational boating facilities at Chinook Landing hereinafter called the "Project" as described in the Recipient's Facility Grant Application to the Board. With this reference, the Application is made part of this Agreement. If a conflict exists between the Application and this Agreement, the Agreement will govern.

The Board and the Recipient are authorized under ORS Chapter 190 to enter into cooperative agreements. Furthermore, the Board is authorized to provide grants for boating facility projects under ORS 830.150.

The Board asserts it has sufficient Facility Grant Funds within its current 1989-91 biennial period available and has authorized expenditure on the Recipients project described herein.

NOW THEREFORE, the Board and the Recipient agree to the following:

I. BOARD ACTIONS

The Board shall:

- A. Provide Funds. Provide grant funds in an amount not to exceed \$925,000 to the Recipient to partially fund the project developments as described herein and according to OAR 250-14.
- B. Plan Review. Review and approve the Recipient's final architectural and engineering plans, specification, and cost estimates prior to project bid advertisement or construction.
- C. Permits. Receive proof from the Recipient that all necessary state, federal, and local permits or approvals have been obtained prior to project bid advertisement or construction.
- D. Performance Bond. Not distribute any funds until the Recipient provides proof of a performance bond as described in Item II.D.
- E. Final Payment. Provide funds to the Recipient in an amount not to exceed that specified in Item I.A. upon:
 1. Completion of the project; and
 2. Acceptance of the project by the Recipient; and
 3. Inspection and approval of the project by the Board. Appropriate final billing documentation shall be submitted by the Recipient along with a request for final payment.
 4. Final payment will be made to the Recipient within 30 days.
- F. Project Ownership. Recognize that the project once completed will be the exclusive property of the Recipient.

II. RECIPIENT'S ACTIONS

The Recipient shall:

- A. Contribute. Contribute at least \$0 or its equivalent in labor, materials, or services as described in the Application.
- B. Submit Plans. Submit final architectural and engineering plans, specifications, and cost estimates to the Board for review and approval prior to project bid advertisement or construction.
- C. Permits. Submit one copy of all permits and leases, if any, to the Board prior to project bid advertisement or construction.
- D. Performance Bond. Submit one copy of the contractors performance bond, if other than the Recipient, in the amount of the construction contract from a surety company authorized to do business in Oregon.
- E. Construction Contract. Award, monitor, and inspect the construction contract to assure compliance with project plans and specifications.
- F. Project Sign. Post in a conspicuous location at the site a sign identifying the Board's participation in the project.
- G. Cost Overruns. Be responsible for all cost overruns unless otherwise specifically agreed to in writing with the Board.
- H. Final Billing. Present the Board with appropriate final project billing documentation.
- I. Project Completion. Complete the project and submit the final billing on or before June 30, 1993.
- J. Responsible for Project. Throughout the term of this Agreement be responsible for the maintenance and operation of the project and related facilities.
- K. Allow Indiscriminate Access. Throughout the term of this Agreement allow free and unencumbered public access to the project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.
- L. User Fees. Notify and receive written Board approval of any user fees charged for the use of the improvements described herein throughout the term of this Agreement. Fees charged will be subject to reasonable review and approval by the Board. General multiple use facility "day use" entrance fees are exempt from this provision.

III. TERM OF AGREEMENT

The term of this Agreement is twenty (20) years commencing on the date of execution by or in behalf of the Director of the Board and the Recipient.

IV. TERMINATION PROVISIONS

The following provide for the termination and modification of this Agreement:

- A. Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the Board provided, however, that upon any such termination of the Agreement the Recipient shall, within thirty (30) days of such termination, reimburse by check payable to the Board all funds contributed by the Board to the project.
- B. Termination and Modification for Good Cause. The Board, at any time upon thirty (30) days prior written notice delivered by certified mail or in person to the Recipient, may modify or terminate this Agreement for good cause or may modify or terminate this Agreement should state regulations or guidelines be modified, changed or interpreted in such a way that the project, or any portion of the project, is no longer eligible for Facility Grant Funds as described in ORS 830.150.
- C. Termination for Default. The Board may at any time upon thirty (30) days prior written notice of default, delivered by certified mail or in person to the Recipient terminate this Agreement if:
1. The design, permitting, or construction of the project is not pursued with due diligence; or
 2. Fee simple title to or other interest in the construction sites is not sufficient, legal, and valid; or
 3. The construction of the project is not permissible under state, federal, or local law; or
 4. The Recipient does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
 5. The Recipient, without the prior and written approval of the Board, uses the funds provided by the Board to build any project other than the project described in the final architectural and engineering drawings approved by the Board; or
 6. The construction is not performed in a good and workmanlike manner; or
 7. During the term of this Agreement, the Recipient conveys the project or the project property or converts the use of the project or the project property to a use which precludes free and unencumbered public access.

The Recipient shall, within thirty (30) days of its receipt of a notice of default reimburse by check payable to the Board all funds contributed by the Board to the project.

D. Other Rights and Remedies. The rights and remedies of the Board related to termination for convenience, termination and modification for good cause, and termination for default are not limited to those listed above and are in addition to any other rights and remedies provided by law.

V. FORCE MAJEURE

Neither the Board nor the Recipient shall be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.

VI. STANDARD CONDITIONS

The Following are the Standard Conditions of this Agreement.

- A. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.
- B. Maintenance of Records. The Recipient agrees to maintain records of costs reimbursed by the Board which fully document and support the billings. All books, records, and other documents relevant to this Agreement shall be retained for either five (5) years after the effective date of this Agreement, or any longer period which may be required to complete any audit or to resolve any pending audit findings.
- C. Disallowed Costs. The Recipient agrees that any payment or payments made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of any audit examination not to constitute allowable costs under this Agreement. The Recipient shall refund by check payable to the Board the amount of such reduction payments under the completed, modified, or terminated Agreement.
- D. Accounting Procedures and Audits. The Recipient's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- E. Right to Examine. The Recipient agrees that the Director of the Board or any duly authorized state representative shall have access to and the right to examine directly any books, documents, papers, records, and transactions of the Recipient which are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, transcripts or performance evaluation for a period of five (5) years after the effective date of this Agreement.

- F. Progress Payments. The Board may disperse funds in the form of progress payments after the Recipient awards the contract for construction based on percentage of estimated project completion. The Recipient shall provide appropriate documentation to the Board. In no case shall the Board disperse more than 90 percent of the funds as described in Item I.A. as progress payments.
- G. Cost Savings. Any cost savings realized after completion of the project based on the total of Board funds Item I.A. and Recipient contributions Item II.A. shall be prorated based on the percent of contribution by either party.
- H. Overpayment. In the event that the amount of the Board's initial and interim payments to the Recipient exceed the reimbursable expenses of the final billing presented by the Recipient to the Board, the Recipient agrees to refund the payments in excess of billing by check payable to the Board within thirty (30) days.
- I. Dual Payment. The Recipient shall not be compensated for or receive any other form of dual payment for work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.
- J. Administration and Indirect Costs. The Board shall not provide any funds described in Item I.A. to the Recipient for administration, overhead, or indirect costs with this Agreement.
- K. Expenditure of Funds by the Board. The Board, with Recipient approval may be authorized to expend grant funds described in Item I.A. on project developments.
- L. Compliance with Applicable Law. The Recipient shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- M. Compliance with Workers Compensation. The Recipient shall require that the contractor, its subcontractors, if any, and all employers working under this Cooperative Agreement 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.
- N. Suits Resulting from this Agreement. To the full extent permitted by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, the Recipient agrees to defend, save, and hold harmless the State of Oregon and the Board, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Recipient, the Recipient's contractors, subcontractors, and the Recipient's agents and employees under this Agreement.
- O. Attorney Fees. In the event a lawsuit of any kind is instituted by either party to obtain performance of any kind under this Agreement, the prevailing party may collect additional sums as the court may adjudge for reasonable attorney fees and all costs and disbursements incurred therein.

P. Payments by the Recipient. The Recipient agrees to:

1. Make payment promptly as due to all persons supplying labor or materials for the project; and
2. Pay all contributions or amounts due to the State Industrial Accident Fund on behalf of the Recipient or any of its contractors for liability incurred in the performance of this Agreement; and
3. Not permit any lien or claim to be file or prosecuted against the State of Oregon, the Board, or the Recipient on account of any labor or material furnished for the project.

Q. State Tort Claims Act. Recipient is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

VII. OTHER PROVISIONS

Other provisions of this Agreement include:

Expenditure of any Board grant funds Item I.A. are contingent on the Recipient securing a match of \$100,000 from the Department of Fish and Wildlife.

VIII. BINDING AGREEMENT

The provisions of this Agreement shall be binding upon and shall inure to the benefits of the Board and the Recipient and the respective successors and assigns.

IX. SEVERABILITY

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

X. FAILURE TO ENFORCE

The failure of the State of Oregon to enforce any provision of this Agreement shall not constitute a waiver by the State of Oregon of that provision or any other provision.

XI. WAIVER OF TERMS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both the Board and the Recipient.

XII. MERGER CLAUSE

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

STATE OF OREGON:

Marine Board

RECIPIENT:

Multnomah County

By: Paul Donheffner
Paul Donheffner

By: Gladys McCoy
Gladys McCoy, Chair

Title: Director

Title: Multnomah County Chair

Date: August 2, 1991

Date: September 5, 1991

Address: 1021 S.W. 4th, Rm 134
Portland, OR 97204

Telephone: (503) 248-3308

Federal Employer
Identification
Number: _____

REVIEWED
By: [Signature]
MULTNOMAH COUNTY COUNSEL

RATIFIED
Multnomah County Board
of Commissioners
R-4 9-5-91

BUDGET MODIFICATION NO. DHS #1

(For Clerk's Use) Meeting Date SEP 05 1991
Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____
(Date)

DEPARTMENT: HUMAN SERVICES DIVISION: AGING SERVICES
CONTACT: Bill Thomas/Shirley Sanders TELEPHONE: 248-3646
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Billi Odegaard/Jim McConnell

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)
DHS Budget Modification #1 adds \$4,800 in Oregon Energy Services, Inc. funds to the Aging Services Division/Community Action Program budget, to increase the Pass-Through line to cover copayments for low income households' oil heating bills.

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

DHS Budget Modification #1 adds \$4,800 in Oil Heat Commission Funds subcontracted through Oregon Energy Services, Inc., to the Aging Services Division/Community Action Program budget. The funds are used to increase Pass Through. They will be used as copayments for low income households needing assistance with their oil heating bills.

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

- Increase Org. 1730 by \$4,800 Oregon Energy Services, Inc. funds.
- Increase Org. 1730 by \$34 General Fund Indirect Support.
- Increase Service Reimbursement from F/S to General Fund by \$34.

MULTICOUNTY COUNTY OF CLATSOP
1991 AUG 26 PM 3:10
CLERK'S OFFICE

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) (Date)
After this modification

<i>JM</i>	<u>Jim McConnell</u>	<u>OML</u>	<u>7-19-91</u>	<u>Billi Odegaard</u>	<u>(as)</u>	<u>7/22/91</u>
	Originated By		Date	Department Manager		Date
	<u>Rachel Finn</u>		<u>8-26-91</u>			
	Finance/Budget		Date	Employee Relations		Date

Board Approval Carris A. Peterson Date September 5, 1991

File Name: CA921

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			6060			4,800		Pass Through Funds
		156	010	1730			7100			34		Indirect
											4,834	TOTAL, ORG 1730
		100	010	0105			7608			34		Cash Transfer
TOTAL EXPENDITURE CHANGE										4,868		TOTAL EXPENDITURE CHANGE

File Name: CA921

REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			NEW			4,800		OR Energy Services
		156	010	1730			7601			34		Gen Fund Indirect Sup
											4,834	TOTAL, ORG 1730
		100	045	7410			6602			34		Serv.Reimb./Gen.Fund
TOTAL REVENUE CHANGE										4,868		TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (cc)*
Department of Human Services

FROM: Jim McConnell, Director *JM*
Aging Services Division *DMC*

DATE: July 19, 1991

SUBJECT: DHS Budget Modification #1

Recommendation: The Aging Services Division/Community Action Program recommends Board of County Commissioner approval of DHS Budget Modification # 1 .

Analysis: This DHS Budget Modification # 1 increases the Aging Services Division/Community Action Program budget by \$4,800, adds a new revenue source, and increases Pass Through by \$4,800.

The Aging Services Division/Community Action Program has received a new six-month revenue contract, from June 1, 1991 through December 31, 1991, for \$4,800 from Oregon Energy Services, Inc. The funds come from the Oil Heat Commission. The revenue contract is being processed separately; a contract amendment extending the time frame and adding funds is anticipated.

The revenues are being budgeted in Pass Through. They will be used to make copayments on oil heating bills on behalf of low income households. The funds are available to combine with the Community Action Program's Oregon Partners in Energy (OPIE) program, which also provides for copayments for utility bills.

Background: Community Action Program administers the State-funded OPIE program. In this program, contract agencies determine client eligibility for assistance with utility payments and authorize copayment amounts. Community Action pays the fuel companies the authorized amounts. The new Oregon Energy Services copayments will be made using this process, except that those funds can only be used for households heating with oil.

capo921z

SUBCONTRACT FOR THE DELEGATION OF
OIL HEAT COMMISSION FUNDS (OHC)

Between

OREGON ENERGY SERVICES (OES)

(Hereinafter referred to as the Subgrantee)

and

MULTNOMAH COUNTY AGING SERVICES DIVISION

(Hereinafter referred to as the Subcontractor)

BY THIS SUBCONTRACT, the Subgrantee transfers \$ 4,800
to the Subcontractor for the period beginning June 1, 1991 and
ending December 31, 1991 with the following conditions and
requirements:

1. Oregon Energy Services (hereinafter "OES") is the Subgrantee under an Agreement (the "Agreement") for the Delegation of Funds between the Oregon Oil Heat Commission (hereinafter OHC) and OES, a true copy of which is attached hereto as Exhibit 1 and incorporated by this reference.
2. Subcontractor agrees to observe and comply with all applicable provisions of the Agreement.
3. Subcontractor shall comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements, and funding criteria governing services, facilities and operations.
4. Work to be Performed

All work and activities, under this Subcontract, shall be performed in accordance with provisions of the approved Work Program and the approved Budget submitted with the terms of the Agreement and this Subcontract. Any additional contractors and subcontractors shall be approved by the Subgrantee. Subcontractor is an independent contractor and is not an agent or employee of Subgrantee.

5. Budget and Payments

OES shall pay to SUBGRANTEE 100% of the funds herein provided upon the signing of this agreement. Thereafter, SUBGRANTEE shall receive reimbursement from OES based upon OES's receipt and approval of the "Request for Cash" form filed by SUBGRANTEE, if additional funds are authorized. Approval shall only be given if all reports required or requested under this agreement have been received by OES. Approval will normally take ten (10) working days.

6. Assurances

The Subcontractor assures that

- (a) no OES funds will be utilized for political activities;
- (b) no person shall, on the grounds of race, color, national origin, marital status, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or any activity funded, in whole or in part, by this contract; and;
- (c) no discrimination shall occur on the basis of age under the Age Discrimination Act of 1975 (42 USCS §6101, et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USCS §701, et seq.).

7. Fiscal and Program Management

The Subcontractor shall maintain financial and program records documenting all its expenditures in accordance with generally accepted accounting principles. All grant transactions must be audited annually by a qualified and independent auditor. The audit report shall be submitted to the Subgrantee no later than 120 days following the end of the Subcontractor's accounting year or termination of this Subcontract. The Subcontractor shall be responsible for the monitoring and audit requirements of its contractors and any subcontractors. The Subcontractor shall repay to the Subgrantee any funds transferred hereunder which the Subcontractor has misused, mismanaged, or misspent in violation of this Subcontract or the Agreement.

8. Changes in Agreement and Termination

The Subgrantee and the Subcontractor may by mutual agreement change this Subcontract, the approved Work Program and Budget at any time. All such changes mutually agreed upon shall be signed and attached to this Subcontract as amendments. If OES funding from OHC is not obtained and continued at a level

sufficient to allow for funding of the indicated agreement, OES may modify this Subcontract in accordance with such reduction in funds. Either party, upon 30 days written notice delivered by certified mail or in person, may terminate this Subcontract, in whole or in part, for cause which may include but not be limited to:

- a. Failure to fulfill obligations under this Subcontract, the approved Work Program and the approved Budget;
- b. Submission of reports that are untimely, fraudulent, incorrect or incomplete;
- c. Improper or illegal use of funds provided under this Subcontract;
- d. Any authorization, license, approval or filing necessary to allow Subcontractor to carry out its obligations under this Subcontract failing to be issued or granted, or which expires, lapses, is revoked, withdrawn or withheld;
- e. Subcontractor:
 - (1) applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
 - (2) admits in writing its inability, or is generally unable, to pay its debts as they become due;
 - (3) makes a general assignment for the benefit of its creditors;
 - (4) is adjudicated as bankrupt or insolvent;
 - (5) fails to controvert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy;

Any such termination of this Subcontract shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Subgrantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement or this Subcontract.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this Subcontract, shall be returned to the Subgrantee. Any additional expenditures of OES funds must have the prior written approval of Subgrantee.

9. Indemnity

The Subcontractor agrees to indemnify, defend and hold harmless OES and its officers, agents and employees from all claims, lawsuits and action of whatsoever nature resulting from or arising out of the activities or omissions of Subcontractor, or its contractors, or subcontractors, agents, or employees under the Agreement.

10. Withholding

Subgrantee shall withhold all payments due to Subcontractor from all contracts and agreements in effect between Subgrantee and Subcontractor if Subcontractor violates any provision of this Subcontract including, but not limited to:

- (a) Compliance with federal audit standards;
- (b) If program, audit, or financial reports are delinquent.

11. Captions

The captions or headings in this Subcontract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Subcontract.

12. Severability

If any provisions of this Subcontract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Assignment

Subcontractor shall not assign or transfer its interest in this Subcontract without the prior written consent of the Subgrantee.

14. Waiver

The failure of the Subgrantee to enforce any provision of this Subcontract shall not constitute a waiver of the Subgrantee of that or any other provision.

15. Attorneys' Fees

The prevailing party in any lawsuit under this Subcontract shall be entitled to such additional sums as the Court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

THIS SUBCONTRACT AND THE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR ANY NOTICE OF ADJUSTMENT, NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS SUBCONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED.

18. Signators

SUBCONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS SUBCONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

OREGON ENERGY SERVICES

Lady McCoy
Signature of Board Chairperson

By: _____
Title Board Chair

Date: 9/6/91

Date: _____

Ann McConnell
Signature of Agency Director

By: _____
Title Executive Director

Date: 7-19-91

Date: _____

Delegate Code:
State I.D. No. _____
Federal I.D. No. _____

Agreed:

By William B. Neum
Program Manager

7/17/91
Date

Reviewed:

Laurence B. Kressel
Multnomah County Counsel

By L. B. Kressel

9.5.91
Date

sign/wp