

# **ANNOTATED MINUTES**

*Tuesday, January 2, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

## **BOARD BRIEFING**

- B-1 Report on Financial Situation of the Portland Public Schools and Current/Future Collaboration Between Multnomah County and Portland Public Schools. Presented by Dr. Jack Bierwith and Bill Beck.*

## **JACK BIERWITH PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.**

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*Thursday, January 4, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:30 a.m., with Commissioners Sharron Kelley, Gary Hansen, Tanya Collier and Dan Saltzman present.*

## **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER COLLIER, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-8)  
WAS UNANIMOUSLY APPROVED.**

## **NON-DEPARTMENTAL**

- C-1 Appointment of Mike Blackwell to the MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE*

## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2 Ratification of Intergovernmental Revenue Agreement 104516 with the  
City of Portland, Providing Federal Emergency Shelter Grant Funds for  
Homeless Housing and Services*

- C-3        *Ratification of Intergovernmental Revenue Agreement 104526 with the City of Portland, Providing Community Development Block Grant Funds for Homeless Housing and Services*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4        *ORDER Authorizing Execution of Deed D961274 Upon Complete Performance of a Contract to George Elias*

**ORDER 96-1.**

- C-5        *ORDER Authorizing Execution of Deed D961278 Upon Complete Performance of a Contract to G. Simpson*

**ORDER 96-2.**

- C-6        *ORDER Authorizing Execution of Deed D961279 Upon Complete Performance of a Contract to Matthew E. Meaney*

**ORDER 96-3.**

- C-7        *ORDER Authorizing Execution of Contract 15800 for the Sale of Certain Tax Foreclosed Real Property to Former Owners Robert T. John, Debra John and Karen John*

**ORDER 96-4.**

**DEPARTMENT OF HEALTH**

- C-8        *Ratification of Intergovernmental Agreement 200836 with Oregon Health Sciences University, Providing Urgency Care Services for CareOregon Clients at \$65.00 per Visit*

**AT THE REQUEST OF CHAIR STEIN AND UPON  
MOTION OF COMMISSIONER HANSEN,  
SECONDED BY COMMISSIONER KELLEY,  
CONSIDERATION OF THE FOLLOWING ITEM WAS  
UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-4        *In the Matter of the Appointment of Vice-Chair for the 1996 Calendar Year Pursuant to Section 3.60 of the Home Rule Charter of Multnomah County*

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER COLLIER,  
COMMISSIONER SALTZMAN WAS UNANIMOUSLY  
APPOINTED VICE-CHAIR FOR 1996.**

**REGULAR AGENDA**

**PUBLIC COMMENT**

R-1            *Opportunity for Public Comment on Non-Agenda Matters. Testimony  
Limited to Three Minutes Per Person.*

**NO ONE WISHED TO COMMENT.**

**DEPARTMENT OF SUPPORT SERVICES**

R-2            *RESULTS Team Presentation: Community Test Site Work Group.  
Presented by Martha Schechtel.*

**MARTHA SCHECHTEL PRESENTATION ON  
EFFORTS TO INCREASE REVENUE FOR  
COUNTY'S WALK IN HIV TEST SITE, AND  
RESPONSE TO BOARD QUESTIONS.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

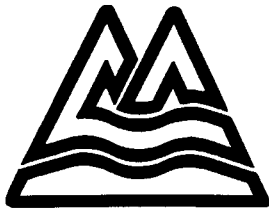
R-3            *Second Reading and Adoption of an ORDINANCE Amending the  
Columbia River Gorge National Scenic Area Section of Multnomah  
County Code Chapter 11.15 to Align the Use Provisions of the Code with  
those of the Columbia River Gorge National Scenic Area Management  
Plan*

**ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER KELLEY MOVED  
AND COMMISSIONER COLLIER SECONDED,  
APPROVAL OF SECOND READING AND  
ADOPTION. ORDINANCE 844 UNANIMOUSLY  
APPROVED.**

*There being no further business, the meeting was adjourned at 9:46 am.*

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

  
Deborah L. Bogstad



## MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 SW FIFTH AVENUE  
PORTLAND, OREGON 97204  
CLERK'S OFFICE • 248-3277 • 248-5222  
FAX • (503) 248-5262

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

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

### FOR THE WEEK OF

### JANUARY 1, 1996 - JANUARY 5, 1996

*Monday, January 1, 1996 - NEW YEAR'S DAY HOLIDAY*

*Tuesday, January 2, 1996 - 9:30 AM - Board Briefing .....Page 2*

*Thursday, January 4, 1996 - 9:30 AM - Regular Meeting.....Page 2*

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

*Thursday, 9:30 AM, (LIVE) Channel 30*

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

*AN EQUAL OPPORTUNITY EMPLOYER*

*Tuesday, January 2, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFING**

- B-1 Report on Financial Situation of the Portland Public Schools and Current/Future Collaboration Between Multnomah County and Portland Public Schools. Presented by Dr. Jack Bierwith and Bill Beck. 1.5 HOURS REQUESTED.*
- 

*Thursday, January 4, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1 Appointment of Mike Blackwell to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2 Ratification of Intergovernmental Revenue Agreement 104516 with the City of Portland, Providing Federal Emergency Shelter Grant Funds for Homeless Housing and Services*
- C-3 Ratification of Intergovernmental Revenue Agreement 104526 with the City of Portland, Providing Community Development Block Grant Funds for Homeless Housing and Services*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 ORDER Authorizing Execution of Deed D961274 Upon Complete Performance of a Contract to George Elias*
- C-5 ORDER Authorizing Execution of Deed D961278 Upon Complete Performance of a Contract to G. Simpson*

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**DEPARTMENT OF HEALTH**

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**REGULAR AGENDA**

**PUBLIC COMMENT**

- R-1        *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

**DEPARTMENT OF SUPPORT SERVICES**

- R-2        *RESULTS Team Presentation: Community Test Site Work Group. Presented by Martha Schechtel. 10 MINUTES REQUESTED.*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-3        *Second Reading and Adoption of an ORDINANCE Amending the Columbia River Gorge National Scenic Area Section of Multnomah County Code Chapter 11.15 to Align the Use Provisions of the Code with those of the Columbia River Gorge National Scenic Area Management Plan*



## MULTNOMAH COUNTY OREGON

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CLERK'S OFFICE • 248-3277 • 248-5222  
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BOARD OF COUNTY COMMISSIONERS

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DAN SALTZMAN	DISTRICT 1	• 248-5220
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TANYA COLLIER	DISTRICT 3	•248-5217
SHARRON KELLEY	DISTRICT 4	•248-5213

# SUPPLEMENTAL AGENDA

## MULTNOMAH COUNTY BOARD OF COMMISSIONERS

*Thursday, January 4, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

### REGULAR MEETING

#### UNANIMOUS CONSENT ITEM

#### NON-DEPARTMENTAL

R-4      *In the Matter of the Appointment of Vice-Chair for the 1996 Calendar Year Pursuant to Section 3.60 of the Home Rule Charter of Multnomah County*

Meeting Date: JAN 4 1996  
Agenda No. : C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING: Date Requested:  
Requested By:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: January 4, 1995  
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: 248-3953  
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Mike Blackwell to the Citizen Involvement Committee, At Large Position, for a term ending 12/30/97.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

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

*Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.*  
forms\apf.doc\12.95

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 DEC 25 AM 10:13



**NORTHEAST MULTNOMAH COUNTY  
COMMUNITY ASSOCIATION**

P.O. Box 32  
Corbett, OR 97019

November 27, 1995

Multnomah County Citizen's Involvement Committee

The Northeast Multnomah County Community Association (NEMCCA) has asked board-member Mike Blackwell to act as liaison to the Multnomah County Citizen's Involvement Committee. Please accept Mike for an 'at large' position.

Sincerely,

A handwritten signature in cursive script that reads "David Mysinger". The signature is fluid and extends to the right.

David Mysinger  
NEMCCA President  
503-695-2597

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: NEMCCA

SECTION I

NAME: MIKE BLACKWELL HOME PHONE: 695-2957  
ADDRESS: 43501 S.E. HOGG MILL RD. WORK PHONE: 326-7006  
CORBETT OR 97019-9713

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 FEEL THAT THEIR IS INFORMATION OUT  
THEIR THAT WE, E. OF THE SANDY RIVER  
IS NOT GETTING, AND THOSE W. OF  
SANDY, DO NOT ABOUT US.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. NEMCCA DATE: ACTIVE FOR ABOUT 5-YRS.  
2. BOY SCOUTS DATE: \_\_\_\_\_  
3. BOYS SCOUTS DATE: \_\_\_\_\_  
4. \_\_\_\_\_

RESPONSIBILITIES: 1. BOARD MEMBER FOR 8-MONTHS.  
2 & 3. NO LONGER ACTIVE  
IN THESE 2 GROUPS - BOYS  
GROWN UP. WAS A ASST.  
SCOUT MASTER + ASST.  
SOCCER COACH.

MEMBER  
CORBETT S.A.T. COMMITTEE  
ABOUT 5-YRS

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:

DAVE MYSINGER - 695-2597

DENISE FLAGGATE - 695-2820

SECTION V

CHUCK HERNDON - 695-5855 (5905)

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

MY EMPLOYER IS - U.S. FOREST  
SERVICE, AT THE REGIONAL OFFICE  
PORTLAND OR 97208

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 3 Day 12 Year 42 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: 10/19/15

MEETING DATE: JAN 4 1996

AGENDA NO: C-2

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Annual Renewal Revenue Contract from City of Portland, Bureau of Housing and Community Development, Allocating \$226,040 in ESG Funds for Homeless Housing and Services, Through Department of Community and Family Services, Community Action Program**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/Rey España

DIVISION: \_\_\_\_\_  
TELEPHONE: 248-3691  
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Department of Community and Family Services has received an annual renewal revenue contract from the City of Portland, Bureau of Housing and Community Development, which funds services and housing for homeless people. The contract is for \$226,040 in federal Emergency Shelter Grant (ESG) funds. The funds are subcontracted by Multnomah County to community-based providers.

These revenues have already been included in the County Budget

1/10/96 ORIGINALS to Cilia Trueman

**SIGNATURES REQUIRED:**

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

OR

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

Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

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BOARD OF  
COUNTY COMMISSIONERS  
1995 DEC 26 PM 3:19  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mls*  
Department of Community and Family Services

DATE: December 12, 1995

SUBJECT: Annual Renewal Revenue Agreement from City of Portland: ESG Allocation for Homeless Services and Housing

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the annual renewal revenue agreement from the City of Portland, Bureau of Housing and Community Development, for the period July 1, 1995 through June 30, 1996. The contract is retroactive to cover full year services; it was just received from the City for processing.

**II. Background/Analysis:** The Department of Community and Family Services, Community Action Program, has received a revenue contract from the City of Portland, Bureau of Housing and Community Development, to pay the City's share of housing and services for homeless people. This is an annual revenue transfer which implements an ongoing agreement between the City and County over planning and funding responsibilities for low income and homeless services and housing.

**III. Financial Impact:** This revenue contract is for \$226,040 in Emergency Shelter Grant (ESG) funds. The funds are already included in the County Budget.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The revenue contract helps support benchmarks and policies concerning public safety, anti-poverty, housing, and intergovernmental cooperation.

**VII. Citizen Participation:** The services and housing funded through this agreement are under the purview of the Housing and Community Development Commission, Homeless Advisory Committee, and Community Action Commission.

**VIII. Other Government Participation:** The revenue transfer is based on an agreement between the City and County that each has a role in addressing homelessness, including funding housing and services, with the County being the designated planning and contracting body for a community-based support system.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104516

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-2</u> DATE <u>1/4/96</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: Community & Family Services

Division: \_\_\_\_\_

Date: December 18, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract: \_\_\_\_\_

## Funds homeless housing and services: ESG funds

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ JMBE ☐ JWBE ☐ QRF

Contractor Name : <b>City of Portland, BHCD</b> Mailing Address: <b>808 SW 3rd, Suite 600 Portland, OR 97204</b> Phone: <b>(503)823-2375</b> Employer ID# or SS#: <b>93-6002236</b> Effective Date: <b>July 1, 1995</b> Termination Date: <b>June 30, 1996</b> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: <b>\$ 226,040</b>	Remittance Address (if different) _____  <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

### REQUIRED SIGNATURES:

Department Manager: *Lolung Poe mbe* Date: 12/18/95

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)  
 County Counsel: *Kabe Nait* Date: 12/22/95

County Chair/Sheriff: *Merdy Stein* Date: 1/4/96

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	156	010	1250			2097				\$226,040	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

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AGREEMENT NO. 104516

This agreement for services (Agreement) is between the City of Portland, Bureau of Housing and Community Development (City) and Multnomah County, Community and Family Services Division (County) for \$226,040 in Emergency Shelter Grant (ESG) funds to administer homeless programs.

RECITALS:

1. Multnomah County, Community and Family Services Division (County) administers a variety of shelter and service programs for persons who are homeless.
2. The provision of services and shelter to persons who are homeless is a major goal of the City.
3. The City has available to it Emergency Shelter Grant funds that can be used to support service and shelter programs for persons who are homeless.
4. The services and shelter programs included in this agreement are consistent with the goals of the Comprehensive Housing Affordability Strategy (CHAS).
5. The City and Multnomah County now desire to enter into a formal agreement so that these shelter and service programs can be provided without interruption.

I. Scope of Services

County will oversee the delivery of the following ESG-funded services to be performed by County and various non-profit subcontractors.

A. Transition Projects -- Shelter Operations

1. County will ensure that Transition Projects, Inc. (TPI) shall operate a homeless facility (at 435 N.W. Glisan St.) for 120 individuals (90 beds for men and 30 beds for women) from July 1, 1995 to June 30, 1996. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.
2. County will use the City's ESG resources to subcontract with TPI for the following operational costs:

- a. 2,451 shelter-bed nights for women at a rate of \$13.22 per bed-night (up to \$32,406) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity;
  - b. 21,918 shelter-bed nights for men at a rate of \$8.36 per bed-night (up to \$183,234) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity (96);
3. County shall work with TPI to achieve the following performance goals:
  - a. TPI will maintain a nightly average occupancy rate of 90% for its women's shelter; and
  - b. TPI will provide shelter bed-nights for approximately 278 women and 280 men (unduplicated count).
4. County shall also work with TPI to achieve the following outcome goals:
  - a. 100 persons will be placed in permanent housing during the term of this contract; and
  - b. 40 percent of those persons placed (40) will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$215,640.

B. Human Solutions, Inc. -- Willow Tree Transitional Housing Program

1. County will ensure that Human Solutions, Inc. will operate the Willow Tree Transitional Housing Program for homeless families from July 1, 1995 to June 30, 1996. Shelter services will be provided in conformance with the program model and service specifications contained in the Willow Tree Family Shelter RFP #402371.
2. County will use the City's ESG resources to subcontract with Human Solutions for 17 unit-months of transitional housing at \$609.30/unit month.
3. County shall work with Human Solutions, Inc. to achieve the following performance goal: 27 households will receive transitional housing at the Willow Tree.



4. County shall also work with TPI to achieve the following outcome goal: 50% (13 households) of all program participants will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$10,400.

## II. Certifications

Multnomah County certifies that:

- A. ESG funds may be used for rent, maintenance, insurance, utilities and furnishings; however, these funds may not be used for staff salaries.
- B. The rooms in the Willow Tree Inn will remain available for use until ESG funds are expended.
- C. The space in TPI's Glisan Street Shelter will be available for use as shelter space until the ESG funds are expended.
- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, mental health treatment counseling, supervision, and other services essential for achieving independent living, as well as other Federal, State, local and private assistance available for such individuals.
- E. Each subcontractor shall administer a policy designed to ensure that their facilities are free from the illegal use, possession or distribution of drugs or alcohol by its clients.
- F. It has a procedure to ensure the confidentiality of victims of domestic and sexual violence.
- G. Termination of assistance must be in accordance with a formal process. If an individual or family who receives assistance violates program requirements, the contractor/subcontractor may terminate assistance in accordance with a formal process established by the contractor/ subcontractor that recognizes the rights of individuals affected, which may include a hearing.
- H. The contractor involves, to the maximum extent practical, homeless individuals and families in operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.

County will provide the City with subcontractor service plans and outcome performance goals upon execution of FY 95-96 subcontracts pursuant to this agreement.

### III. Reporting Standards

#### A. Quarterly Reports

1. Except as provided by subsection B, County will provide the City with quarterly performance within forty-five (45) days from end of each quarter.
2. Quarterly reports shall include: a) expenditures by program areas and subcontractors; and b) performance assessments by program areas and subcontractors.

#### B. Final Reports

1. County shall submit a final report as its fourth quarter report.
2. County's final report shall include:
  - a. year-end expenditures by program area and subcontractors;
  - b. year-end performance assessments by program areas and subcontractors;
  - c. number of households and individuals served by program areas and subcontractors;
  - d. client demographics by program areas and subcontractors; and
  - e. number of households and individuals placed in permanent housing by program areas and subcontractors.
3. Demographic information required by subsection B(1)(d) shall include: ethnicity, age and sex of all recipients of services provided pursuant to this agreement.

### IV. Monitoring

The County shall monitor each subcontractor at least once each year for that portion of activities funded with City ESG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this contract.

### V. Compensation and Method of Payment

- A. The City will compensate the County for the provision of services through the General fund. Payments to the County for eligible expenses will be made quarterly upon submission of: a) a statement of expenditures; and b) a quarterly report consistent with the provision of Section III.

- B. The County will provide information on expenditures by program in a manner substantially consistent with the format described in Attachment I.
- C. Total compensation under this agreement shall not exceed TWO HUNDRED AND TWENTY-SIX THOUSAND, AND FORTY DOLLARS (\$226,040).

VI. City Project Manager

- A. The City Project Manager shall be Rachael Silverman or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

VII. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.

- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another County, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach by the County shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

4. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432 and 12138.
  5. The County will make known that use of the facilities and services is available to all on a non-discriminatory basis.
- F. SECTION 3: The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.
- If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.
- J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.
- L. WORKERS' COMPENSATION INSURANCE.  
(a) The County, its subcontractors, if any, and all employers working under this

Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

© The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor's to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **REPORTING REQUIREMENTS.** The County shall report on its activities in a format and by such times as prescribed by the City.
- P. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof. No County Board of Commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or its proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract.

- Q. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, and A-110.
- R. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- S. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development under the Emergency Services Grant program. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- T. **PROGRAM INCOME/PERSONAL PROPERTY, FUND RAISING.** Program income shall be retained by the County provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract. When there is program income, transfers of CDBG funds to the County shall be adjusted in accordance with 24 CFR 570.504. Any program income on hand when the agreement expires or received after such expiration shall be paid to the City. No ESG fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

Contractors who retain and expend program income shall set up a "program income" ledger account and establish procedures and internal controls to assure: collection of all program income, accurate classification of funds to be credited, immediate deposit into the proper bank account, and program income disbursement before requesting additional City funds.

In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for ESG activities shall be transferred to the City for the ESG program or shall be retained after compensating the City.

- U. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations.
- In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.
- V. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Emergency Services Grant Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- W. **EXPIRATION/REVERSION OF ASSETS.** Upon expiration of the homeless project, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five year period after expiration of the agreement.
- The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.
- X. **RELOCATION AND DISPLACEMENT.** The County agrees to comply with the requirements of 24 CFR 576.80 regarding relocation, displacement and acquisition.
- Y. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Z. **INTEGRATION.** This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.



The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

- BB. FLOOD DISASTER PROTECTION. The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"

in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

GG. CHURCH-STATE. The County agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

IX. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1995 and shall remain in effect during any period the County has control over Federal funds, including program income. Work by the County shall terminate as of June 30, 1996.


CITY OF PORTLAND

\_\_\_\_\_  
Commissioner Gretchen Miller Kafoury

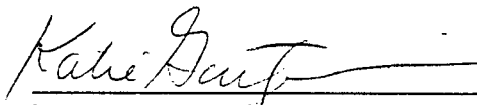
APPROVED AS TO FORM:

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

MULTNOMAH COUNTY

  
\_\_\_\_\_  
Beverly Stein, Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 1/4/96  
DEB BOGSTAD  
\_\_\_\_\_  
BOARD CLERK

  
\_\_\_\_\_  
Laurence Kressel, County Counsel

## ATTACHMENT I

INVOICE # \_\_\_\_\_

## MULTNOMAH COUNTY ESG #8 GENERAL FUND

Contract # \_\_\_\_\_ FY 95-96

Billing to City of Portland

Billing Date: \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_

Description	Budget	Current Expenditure	Y.T.D. Expenditure	Balance
Willow Tree Inn	\$ 10,400			
TPI Homeless Facility	\$215,640			
TOTALS	\$226,040			

Prepared by \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Approved by \_\_\_\_\_ Date: \_\_/\_\_/\_\_

MEETING DATE: JAN 4 1996

AGENDA NO: C-3

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Annual Renewal Revenue Contract from City of Portland, Bureau of Housing and Community Development, Allocating \$553,781 in CDBG Funds for Homeless Housing and Services, Through Department of Community and Family Services, Community Action Program**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/Rey España

DIVISION: \_\_\_\_\_  
TELEPHONE: 248-3691  
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Department of Community and Family Services has received an annual renewal revenue contract from the City of Portland, Bureau of Housing and Community Development, which funds services and housing for homeless people. The contract is for \$553,781 in federal Community Development Block Grant (CDBG) funds. The funds are subcontracted by Multnomah County to community-based providers.

*1/10/96 ORIGINALS TO Cilla Murray*

These revenues have already been included in the County Budget

**SIGNATURES REQUIRED:**

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

OR

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

*Lorenzo Poe*

BOARD OF  
COUNTY COMMISSIONERS  
1995 DEC 26 PM 3:19  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

S:\ADMIN\CEU\CONTRACT\PDXCDBG.BCC



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe me*  
Department of Community and Family Services

DATE: December 12, 1995

SUBJECT: Annual Renewal Revenue Agreement from City of Portland: CDBG Allocation for Homeless Services and Housing

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the annual renewal revenue agreement from the City of Portland, Bureau of Housing and Community Development, for the period July 1, 1995 through June 30, 1996. The contract is retroactive to cover full year services; it was just received from the City for processing.

**II. Background/Analysis:** The Department of Community and Family Services, Community Action Program, has received a revenue contract from the City of Portland, Bureau of Housing and Community Development, to pay the City's share of housing and services for homeless people. This is an annual revenue transfer which implements an ongoing agreement between the City and County over planning and funding responsibilities for low income and homeless services and housing.

**III. Financial Impact:** This revenue contract is for \$553,781 in Community Development Block Grant (CDBG) funds. The funds are already included in the County Budget.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The revenue contract helps support benchmarks and policies concerning public safety, anti-poverty, housing, and intergovernmental cooperation.

**VII. Citizen Participation:** The services and housing funded through this agreement are under the purview of the Housing and Community Development Commission, Homeless Advisory Committee, and Community Action Commission.

**VIII. Other Government Participation:** The revenue transfer is based on an agreement between the City and County that each has a role in addressing homelessness, including funding housing and services, with the County being the designated planning and contracting body for a community-based support system.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104526

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-3</u> DATE <u>1/4/96</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: Community & Family Services

Division: \_\_\_\_\_

Date: December 18, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract:

**Funds homeless housing and services: CDBG funds**

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

Contractor Name : <b>City of Portland, BHCD</b> Mailing Address: <b>808 SW 3rd, Suite 600 Portland, OR 97204</b> Phone: <b>(503)823-2375</b> Employer ID# or SS#: <b>93-6002236</b> Effective Date: <b>July 1, 1995</b> Termination Date: <b>June 30, 1996</b> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: <b>\$ 553,781</b>	Remittance Address (if different) _____  <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> </table> <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other
Payment Schedule	Terms								
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt								
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30								
<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other								

**REQUIRED SIGNATURES:**

Department Manager: *Lorenzo Paez* Date: 12/18/95

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)  
 County Counsel: *Katie Smith* Date: 12/22/95

County Chair/Sheriff: *Donny Stein* Date: 1/4/96

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	156	010	1250			2025				\$553,781	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONTRACT\PDXCDBG.CAF

AGREEMENT NO. 104526

This agreement for services (Agreement) is between the City of Portland, Bureau of Housing and Community Development (City) and Multnomah County, Community and Family Services Division (County) for \$553,781 in Community Development Block Grant (CDBG) funds to administer funds for homeless programs.

RECITALS:

1. Multnomah County, Community and Family Services Division (County) administer a variety of housing and service programs for persons who are homeless.
2. The provision of services and housing options, including emergency shelter, is a major goal of the City.
3. The City has available to it Community Development Block Grant funds that can be used to support service and housing programs for persons who are homeless.
4. The services and housing programs included in this agreement are consistent with the goals of the City of Portland Consolidated Plan.
5. The City and Multnomah County now desire to enter into a formal agreement so that these housing and service programs can be provided without interruption.

I. Scope of Services

County will oversee the delivery of the following CDBG-funded services to be performed by the County and various non-profit subcontractors.

A. Transition Projects -- Shelter Operations

1. County will ensure that Transition Projects, Inc. (TPI) shall operate a homeless facility (at 435 N.E. Glisan St.) for 120 individuals (90 beds for men and 30 beds for women) from July 1, 1995 to June 30, 1996. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.
2. County will use the City's CDBG resources to subcontract with TPI for the following operational costs:
  - a. 8498 shelter-bed nights for women at a rate of \$13.22 per bed-night (up to \$112,350) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity (96);
  - b. 10,932 shelter-bed nights for men at a rate of \$8.36 per bed-night (up to

\$91,395) if the average nightly population in the shelter equals to or exceeds 80% of maximum capacity (96);

3. The County shall work with TPI to achieve the following performance goals:
  - a. TPI will maintain a nightly average occupancy rate of 90% for its shelter; and
  - b. TPI will provide shelter for approximately 347 women and 500 men (unduplicated counts.)
4. The County shall also work with TPI to achieve the following outcome goals:
  - a. 135 persons will be placed in permanent housing during the term of this contract; and
  - b. 40 percent of those persons placed (54) will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$203,745.

B. Transition Projects -- Alcohol and Drug Free Transitional Housing

1. County will ensure that Transition Projects, Inc. (TPI) shall secure 81 rooms of alcohol and drug free transitional housing for homeless men and women from July 1, 1995 to June 30, 1996. Shelter services will be provided in conformance with the program model and service specifications contained in the Shelter and Services for Homeless Single Adults Request for Proposals #4P2351.
2. County will use the City's CDBG resources to subcontract with TPI for 972 unit/months of alcohol and drug free housing at a rate of \$171.37 per unit/month.
3. County shall work with TPI to achieve the following performance goal: TPI will provide 220 individuals alcohol and drug free housing during the period of this contract.
4. County shall also work with TPI to achieve the following outcome goal:
  - a. 50 percent of program participants (110) will graduate from the transitional housing program alcohol and drug free.
  - b. 20 percent of those persons placed (22) will maintain permanent housing for at least six (6) months following placement.
5. The maximum amount of the subcontract authorized by this subsection is \$166,572.

C. Multnomah County -- Emergency Housing Vouchers Program



1. County will oversee a clearinghouse operation to administer the Emergency Housing Voucher Program in accordance with the Voucher Program Policies and Procedures and all subsequent program instructions.
2. County will use the City's CDBG resources to provide emergency housing vouchers to 24 households in the average amount of \$500 per household (average length of stay: two weeks per household) from July 1, 1995 to June 30, 1996.
3. County shall achieve the following performance goal: provide 336 nights of shelter to 24 households (77 persons).
4. County shall achieve the following outcome goal: 80% of all households that receive an emergency housing voucher will move to an appropriate permanent or transitional housing placement.
5. The maximum amount authorized by this subsection is \$55,242, \$12,000 for general emergency housing vouchers and \$43,242 for clearinghouse operations.

D. Multnomah County -- Homeless Families Project

1. County will administer the Homeless Families Project to provide a continuum of shelter, case management and housing services to promote self-sufficiency for homeless families.
2. County will use the City's CDBG resources to provide the operational costs for a total of 37,595 bednights at the Human Solutions' (HSI - \$38,365), Albina Ministerial Alliance's (AMA - \$50,197), and Friendly House's (FH - \$39,660) transitional housing facilities. HSI will provide 12,775 bednights at a rate of 319.71 per unit per month; AMA will provide 12,045 bednights at a rate of \$380.28 per unit per month and FH will provide 12,775 bednights at a rate of \$330.50 per unit per month.
3. County shall achieve a performance goal of providing transitional housing for 125 households.
4. County shall achieve the following outcome goal: 50 percent of all households (112) that leave transitional housing will remain in permanent housing for at least six months following housing placement.
5. The maximum amount authorized by this subsection is \$128,222.

II. Service Standards

County will provide the City with subcontractor service plans and outcome performance goals upon execution of FY 95-96 subcontracts pursuant to this agreement.

III. Reporting Standards

A. Quarterly Reports

1. Except as provided by subsection B, County will provide the City with quarterly performance within forty-five (45) days from end of each quarter.
2. Quarterly reports shall include: a) expenditures by program areas and subcontractors; and b) performance assessments by program areas and subcontractors.

B. Final Reports

1. County shall submit a final report as its fourth quarter report.
2. County's final report shall include:
  - a. year-end expenditures by program area and subcontractors;
  - b. year-end performance assessments by program areas and subcontractors;
  - c. number of households and individuals served by program areas and subcontractors;
  - d. client demographics by program areas and subcontractors; and
  - e. number of households and individuals placed in permanent housing by program areas and subcontractors.
3. Demographic information required by subsection B(1)(d) shall include: ethnicity, age and sex of all recipients of services provided pursuant to this agreement.

IV. Monitoring

The County shall monitor each subcontractor at least once each year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this contract.

V. Compensation and Method of Payment

- A. The City will compensate the County for the provision of services through the Housing and Community Development (HCD) fund. Payments to the County for eligible expenses will be made quarterly upon submission of: a) a statement of expenditures; and b) a quarterly report consistent with the provision of Section III.
- B. The County will provide information on expenditures by program in a manner substantially consistent with the format described in Attachment I.
- C. Total compensation under this agreement shall not exceed FIVE HUNDRED AND FIFTY THREE THOUSAND SEVEN HUNDRED AND EIGHTY ONE DOLLARS (\$553,781).

VI. City Project Manager

- A. The City Project Manager shall be Rachael Silverman or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

VII. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City and County also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

- H. **MAINTENANCE OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as

well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

- J. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

- K. **LIABILITY INSURANCE.** The County is self-insured as provided by Oregon law.

- L. **WORKERS' COMPENSATION INSURANCE.**

(a) The County, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

© The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County

prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of commissioners member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR

570.611.

- P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(a).** The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets

provision of 24 CFR 570.503 (b)(8).

- W. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. **INTEGRATION.** This agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.
- AA. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this



paragraph, for such contracts in excess of \$10,000.00.

- BB. FLOOD DISASTER PROTECTION. The County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The County agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH-STATE. The County agrees to comply with the applicable provisions

of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. TARGETING. The City will be designating Target Areas which are to receive focused services for the fiscal year. As appropriate, the County will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to the contract's provisions on REPORTING REQUIREMENTS.

II. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

VIII. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1995 and shall remain in effect during any period the County has control over Federal funds, including program income. Work by the County shall terminate as of June 30, 1996.

Dated this \_\_\_\_ day of \_\_\_\_\_, 199 .

CITY OF PORTLAND

\_\_\_\_\_  
Commissioner Gretchen Miller Kafoury

APPROVED AS TO FORM:

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

MULTNOMAH COUNTY

\_\_\_\_\_  
Beverly Stein, Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 1/4/96  
DEB BOGSTAD  
BOARD CLERK

\_\_\_\_\_  
Laurence Kressel, County Counsel

## ATTACHMENT I

INVOICE # \_\_\_\_\_

MULTNOMAH COUNTY CDBG  
Contract # \_\_\_\_\_ FY 95-96  
Billing to City of Portland  
Billing Date: \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_

Description	Budget	Current Expenditure	Y.T.D. Expenditure	Balance
TPI Shelter Operation	\$203,745			
TIP A & D Free Housing	\$166,572			
Mult. Co. Vouchers	\$12,000			
Mult. Co. Clearinghouse	\$43,242			
Mult. Co. - Homeless Families	\$128,222			
TOTALS	\$553,781			

Prepared by \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Approved by \_\_\_\_\_ Date: \_\_/\_\_/\_\_

MEETING DATE: JAN 4 1996

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15465 (Property purchased at auction).

Deed D961274 and Board Order attached.

*1/9/96 ORIGINAL DEED & COPIES of All to  
Stephen Kelly*

SIGNATURES REQUIRED:

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

OR

Acting DEPARTMENT MANAGER: *Maven & Building Loan E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BOARD OF  
MULTNOMAH COUNTY  
OREGON  
1995 DEC 26 AM 10:13

In the matter of the Execution of  
Deed D961274 Upon Complete Performance of  
a Contract to

GEORGE ELIAS

Dated at Portland, Oregon this 4th day of January, 1996.



Beverly Stein, Chair

By

Matthew O. Ryan

DEED D961274

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GEORGE ELIAS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SWLY 42' OF LOT 3, BLOCK 4 NINETEEN-TEN ADD, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,800.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

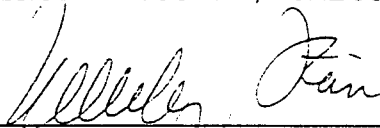
Until a change is requested, all tax statements shall be sent to the following address:

GEORGE ELIAS, 4510 N LOMBARD ST, PORTLAND, OR 97203

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 4th day of January, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By 

Pat Frahler

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

)

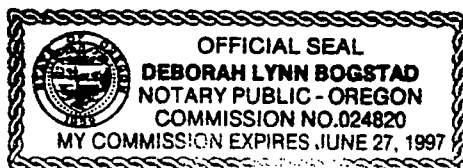
) ss

COUNTY OF MULTNOMAH

)

*On this 4th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*

MEETING DATE: JAN 4 1996

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of deed to contract purchaser for completion of Contract #15659 (Property purchased at auction).

Deed D961278 and Board Order attached.

1/9/96 ORIGINAL DEED & COPIES OF ALL TO STEPHEN KELLY

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

1995 DEC 26 AM 10:13  
MULTNOMAH COUNTY  
CLERK OF COUNTY COMMISSIONERS



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D961278 Upon Complete Performance of ) ORDER  
a Contract to ) 96-2  
G. SIMPSON )

It appearing that heretofore, on February 25, 1992, Multnomah County entered into a contract with G. SIMPSON for the sale of the real property hereinafter described; and

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

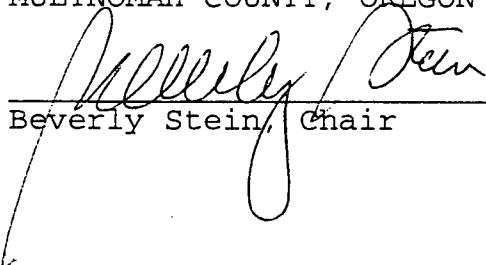
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOTS 40 & 41, BLOCK 2 FAIRFIELD, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 4th day of January, 1996.



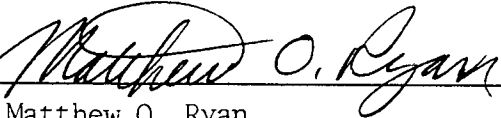
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
Matthew O. Ryan

DEED D961278

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

LOTS 40 & 41, BLOCK 2 FAIRFIELD, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$30,100.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.


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

G. SIMPSON, 2045 LINCOLN HWY #301, ST CHARLES IL 60174

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 4th day of January, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By   
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

)

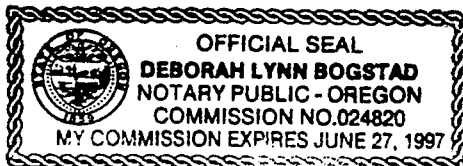
) ss

COUNTY OF MULTNOMAH

)

*On this 4th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*

MEETING DATE: JAN 4 1996

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of deed to contract purchaser for completion of Contract #15791 (Property repurchased by former owner).

Deed D961279 and Board Order attached.

1/9/96 ORIGINAL DEED & COPIES of All to  
STEPHEN KELLY

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: James D. Lawrence

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

1995 DEC 26 AM 10:12  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D961279 Upon Complete Performance of ) ORDER  
a Contract to )  
MATTHEW E. MEANEY ) 96-3

It appearing that heretofore, on April 6, 1995, Multnomah County entered into a contract with MATTHEW E. MEANEY for the sale of the real property hereinafter described; and

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

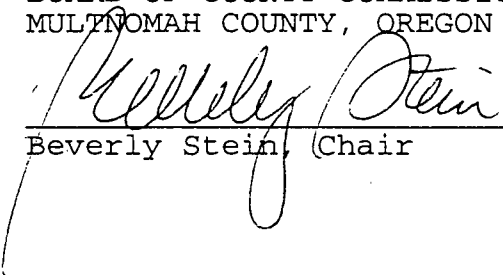
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 7 TIOGO, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 4th day of January 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED D961279

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

LOT 7 TIOGO, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,099.37.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

MATTHEW E. MEANEY, 10154 N TIOGA AVE, PORTLAND OR 97203-1734

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 4th day of January, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



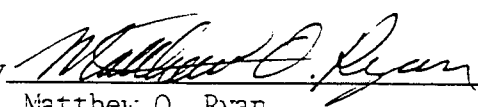
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

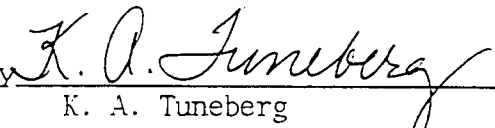
By

  
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By

  
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

)

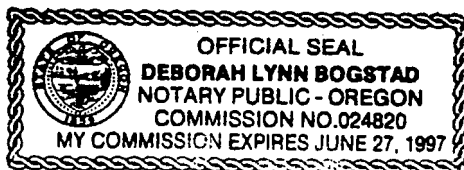
) ss

COUNTY OF MULTNOMAH

)

*On this 4th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*

MEETING DATE: JAN 4 1996.

AGENDA NO: C-7.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owners.

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

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

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

Amount of Time Needed: 5 minutes.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation.

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.

BLDG/ROOM #: 166/300/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract #15800 to former owners, ROBERT T. JOHN, DEBRA JOHN, and KAREN JOHN.

Contract #15800 and Board Order attached.

*1/4/96 ORIGINAL Contract & copies of all to  
Stephen Kelly*

SIGNATURES REQUIRED:

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

OR

DEPARTMENT  
MANAGER: *James M. Dr. Lou E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1995 DEC 26 AM 10:12



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of	)	
Contract 15800 for the Sale	)	ORDER
of Certain Tax Foreclosed Real	)	96-4
Property to Former Owners	)	
	)	
ROBERT T. JOHN	)	
DEBRA JOHN	)	
KAREN JOHN	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of \$14,498.55, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with ROBERT T. JOHN, DEBRA JOHN, and KAREN JOHN for the sale of real property described as

AS DESCRIBED IN ATTACHED EXHIBIT "A"

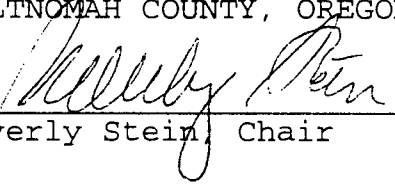
IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 4th day of January, 1996.



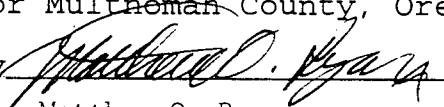
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

  
Matthew O. Ryan

R 99223-0590

TL 3300 of Section 23 1S 2E

1S2E23AA 3300

map 1S2E23AA

Described as follows:

A tract of land in Section 23, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point in the center of S.E. Foster Road, which point is the Northwest corner of the land herein referred to as Bundy tract, conveyed by Dana to Bundy, by deed recorded May 29, 1934 in Deed Book 252, page 119; thence Southerly along the West line of the Bundy tract, a distance of 671.4 feet to a point which is the beginning of the property to be conveyed; thence Easterly parallel with the center line of Foster Road, a distance of 176.6 feet to the East line of Bundy Tract; thence Southerly along the East line of Bundy tract, a distance of 200 feet; thence Westerly to a point which is 196 feet South of the point of beginning; thence Northerly along the West line, a distance of 196 feet to the point of beginning.

CONTRACT 15800

THIS AGREEMENT, made this 4th day of January, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ROBERT T. JOHN, DEBRA JOHN, and KAREN JOHN hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

AS DESCRIBED IN ATTACHED EXHIBIT "A" TL 3300 0.80 ACRES SECTION 23 1S 2E, a recorded subdivision in the County of Multnomah, State of Oregon.

A. Purchase Price.

Purchasers agree to pay the sum of \$14,498.55, to be paid \$1,449.86 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$331.05 over a term of 48 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on February 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

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

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

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

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

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

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

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

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

#### D. Default

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

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

#### E. Tax Notice

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

ROBERT T. JOHN, DEBRA JOHN, and KAREN JOHN  
PO BOX 1682, GRESHAM OR 97030

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair



REVIEWED:

By Laurence Kressel  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Robert T. John 12/15/95  
ROBERT T. JOHN

By Debra John 12/15/95  
DEBRA JOHN

By \_\_\_\_\_  
KAREN JOHN

CONTRACT APPROVED:

By Janice M. Druian  
Janice M. Druian, Director  
Assessment & Taxation

R 99223-0590

TL 3300 of Section 23 1S 2E

1S2E23AA 3300

map 1S2E23AA

Described as follows:

A tract of land in Section 23, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point in the center of S.E. Foster Road, which point is the Northwest corner of the land herein referred to as Bundy tract, conveyed by Dana to Bundy, by deed recorded May 29, 1934 in Deed Book 252, page 119; thence Southerly along the West line of the Bundy tract, a distance of 671.4 feet to a point which is the beginning of the property to be conveyed; thence Easterly parallel with the center line of Foster Road, a distance of 176.6 feet to the East line of Bundy Tract; thence Southerly along the East line of Bundy tract, a distance of 200 feet; thence Westerly to a point which is 196 feet South of the point of beginning; thence Northerly along the West line, a distance of 196 feet to the point of beginning.

STATE OF OREGON

)

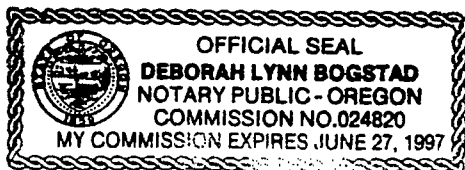
) ss

COUNTY OF MULTNOMAH

)

*On this 4th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*



MEETING DATE: JAN 4 1996

AGENDA NO.: C-8

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University

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

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

REGULAR MEETING Date Requested: January 4, 1996

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: \_\_\_\_\_

CONTACT: Kim Tierney/Tom Fronk

TELEPHONE #: x2850/x4274

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

Ratification of Intergovernmental Agreement Contract # 200836 between Oregon Health Sciences University and Multnomah County, on behalf of CareOregon providing urgency care services for CareOregon clients for the period September 1, 1995 through August 31, 1996

1/10/96 ORIGINALS TO Jim Kennedy

SIGNATURES REQUIRED:

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

Or

DEPARTMENT MANAGER: Bill Chequard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1995 DEC 26 AM 10:13  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION - FISCAL SERVICES  
426 S.W. STARK STREET, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3625  
FAX (503) 248-3407

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

## MEMORANDUM

TO: Beverly Stein, Multnomah County Chair

FROM: Bill Odgaard, Health Department Director

DATE: November 28, 1995

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University (OHSU) for urgency services on behalf of CareOregon

I. Recommendation/Action: The Health Department recommends approval of this intergovernmental agreement with OHSU for the period September 1, 1995 through August 31, 1996. This agreement is being submitted late because of the time required to work out the operating procedures involved in this agreement. This is an extension of an existing agreement. Because of the nature of the services we did not stop services while we resolved several administrative issues.

II. Background/Analysis: OHSU agrees to provide urgency care to Multnomah County CareOregon clients at \$65 per authorized visit, and \$32.50 per unauthorized visit, if OHSU seeks authorization within 24 hours of service. Emergency care and, reimbursement for those services is currently covered by contract, but urgency care is not. Negotiating this agreement required establishing detailed procedures for: getting authorizations for services, getting feedback to County clinics after service delivery, upgrading urgency care to emergency care, and setting up a separate reimbursement system, etc.

III. Financial Impact: Expenditures are reimbursed by the County's agreement with the states's Office of Medical Assistance.

IV. Legal Issues: none.

V. Controversial Issues: none.

VI. Link to Current County Policies: Continues support of CareOregon.

VII. Citizen Participation: none.

VIII. Other Government Participation: None.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 200836

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

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input type="checkbox"/> Intergovernmental</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> <u>C-8</u> <b>DATE</b> <u>1/4/96</u></p> <p style="text-align: center;"><b>DEB BOGSTAD</b></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
--	--	---

Department: Health Division: \_\_\_\_\_ Date: 10 27 95

Contract Originator: Kim Tierney/Tom Fronk Phone: x2850/x4274 Bldg/Room: 160/5/160/8

Administrative Contact: Jim Kennedy Phone: x6747 Bldg/Room: 160/7

Description of Contract: Contractor agrees to provide urgency care services for CareOregon clients at \$65 per visit.

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

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

<p>Contractor Name <u>OHSU</u></p> <p>Mailing Address <u>3181 SW Sam Jac-kson Road</u></p> <p style="text-align: center;"><u>Portlaand, Or 97201-3098</u></p> <p>Phone: <u>503-494-4768</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>September 1, 1995</u></p> <p>Termination Date: <u>August 31, 1996</u></p> <p>Original Contract Amount: \$ <u>requirements</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>requirements</u></p>	<p><u>AUTOMATED PAYMENTS AT HEALTH DEPARTMENT</u></p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ <u>65 OR 32.50 PER VISIT</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

**REQUIRED SIGNATURES:**

Department Manager: Billi Odgaard Date: 12/11/95

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

County Counsel: Katie Goff Date: 12/15/95

County Chair/Sheriff: Therese Quinn Date: January 4, 1996

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01	156	015	VARIOUS			6050		0300		require	
02			CLINICS								
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

## URGENCY/EMERGENCY CARE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, (hereinafter referred to as "HOSPITAL").

WITNESSETH:

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

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

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

1. TERM

This Agreement is effective upon execution retroactive to September 1, 1995, and will terminate August 31, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

HOSPITAL's services under this Agreement shall consist of the following:

- A. Provide urgency care and emergency care services to Multnomah County CareOregon clients at HOSPITAL's emergency room in accordance with HOSPITAL's emergency room protocols. The attending physician will always make final determination of the appropriate level of service to be provided.
- B. If the authorized level of service needs to be upgraded from urgency to emergency, or downgraded from emergency to urgency, HOSPITAL must request an upgrade or downgrade to the authorization from COUNTY within 24 hours from admission.

3. COMPENSATION

A. AUTHORIZED CARE.

- 1) When HOSPITAL provides authorized urgency care services to a Multnomah County CareOregon client in HOSPITAL's emergency room, COUNTY will pay HOSPITAL \$65.00. This payment will cover both the "emergency room" and "professional fee/ER" services. COUNTY will also forward the invoice to CareOregon for any payment for ancillary services (laboratory, x-ray, pharmacy, drugs, and medical supplies).
- 2) When an upgrade to emergency care is authorized, CareOregon will pay HOSPITAL in accordance with the terms of the contract between CareOregon and

HOSPITAL entitled "Hospital and Alternatives to Hospital Agreement" dated June 2, 1994. That contract is not part of this Agreement.

- 3) If HOSPITAL provides emergency care without requesting an upgrade within 24 hours, COUNTY will reimburse HOSPITAL at the urgency care rate of \$65.00.

B. UNAUTHORIZED CARE.

If HOSPITAL provides urgency care services to a Multnomah County CareOregon client without authorization from COUNTY, the following conditions apply:

- 1) If HOSPITAL obtains an authorization number from COUNTY within 24 hours in accordance with Attachment 1, COUNTY will pay \$65.00. This payment will cover both the "emergency room" and "professional fee/ER" services. COUNTY will also forward the invoice to CareOregon for any payment for ancillary services (laboratory, x-ray, pharmacy, drugs, and medical supplies).
- 2) If COUNTY denies authorization within 24 hours for urgency care, COUNTY will pay HOSPITAL \$32.50. COUNTY will also forward the invoice to CareOregon for any payment for ancillary services in accordance with the terms of the "Hospital and Alternatives to Hospital Agreement" contract between CareOregon and HOSPITAL. COUNTY makes no guarantee that ancillary services will be covered by CareOregon in this situation.
- 3) HOSPITAL will receive no reimbursement from COUNTY if an authorization is not requested within 24 hours in accordance with the procedures in Attachment 1.

- C. COUNTY will pay for the above services only when within 24 hours HOSPITAL: 1) receives an authorization number from COUNTY, and 2) the attending physician calls or a completed client log is faxed to COUNTY's referring clinic in accordance with the procedures in Attachment 1.

- D. Invoices including COUNTY's authorization number are to be sent to:

Multnomah County Health Department  
P.O. Box 40046  
Portland, Oregon 97240

- E. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1996. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify HOSPITAL as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

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

2. INDEMNIFICATION

A. HOSPITAL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of HOSPITAL, 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.

B. COUNTY shall defend, hold and save harmless HOSPITAL, 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.

3. WORKERS' COMPENSATION INSURANCE

HOSPITAL 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.

4. TAXPAYER IDENTIFICATION NUMBER

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

5. SUBCONTRACTS AND ASSIGNMENT

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

6. RECORD CONFIDENTIALITY

HOSPITAL agrees to keep all client records confidential in accordance with HOSPITAL and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

HOSPITAL agrees to permit authorized representatives of COUNTY, and/or the applicable federal or HOSPITAL government audit agency to make such review of the records of the

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

8. ADHERENCE TO LAW

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

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or HOSPITAL- initiated change, COUNTY shall amend this Agreement through written notification of changes sent to HOSPITAL by mail. HOSPITAL shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or HOSPITAL, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any 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

11. EARLY TERMINATION

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



violations of this Agreement.

- B. This Agreement may be terminated by either party by thirty (30) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
  - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by HOSPITAL to provide a service under this Agreement.
  - 2) Upon notice if HOSPITAL fails to begin services on the date specified in this Agreement, or if HOSPITAL fails to continue to provide service for the entire Agreement period.
  - 3) Upon notice to COUNTY of evidence that HOSPITAL has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to HOSPITAL will include all services provided through the day of termination and shall be in full satisfaction of all claims by HOSPITAL against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of HOSPITAL or COUNTY which accrued prior to such termination.

12. LITIGATION

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

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the HOSPITAL of Oregon.

14. INTEGRATION

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

15. CERTIFICATION REGARDING LOBBYING

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

member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, HOSPITAL shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If HOSPITAL is a sub-recipient of federal funds passed through the COUNTY, HOSPITAL shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Contract, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

OREGON HEALTH SCIENCES  
UNIVERSITY

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Hospital's Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Multnomah County Chair

Date January 4, 1996

HEALTH DEPARTMENT

By Billi Odegaard  
Billi Odegaard, Director

Date 12/11/95

By Sn Black  
Program Manager

Date \_\_\_\_\_

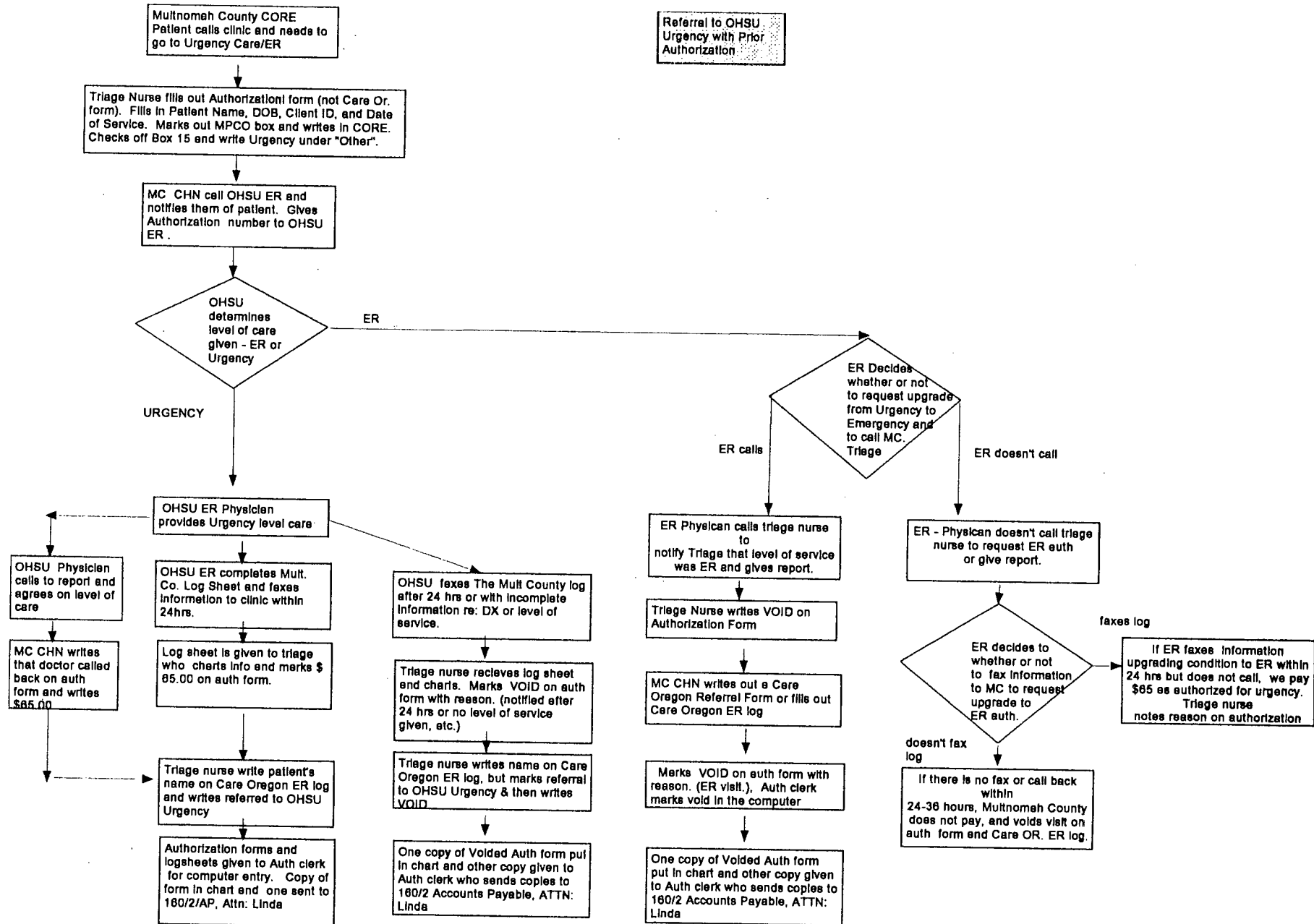
REVIEWED:

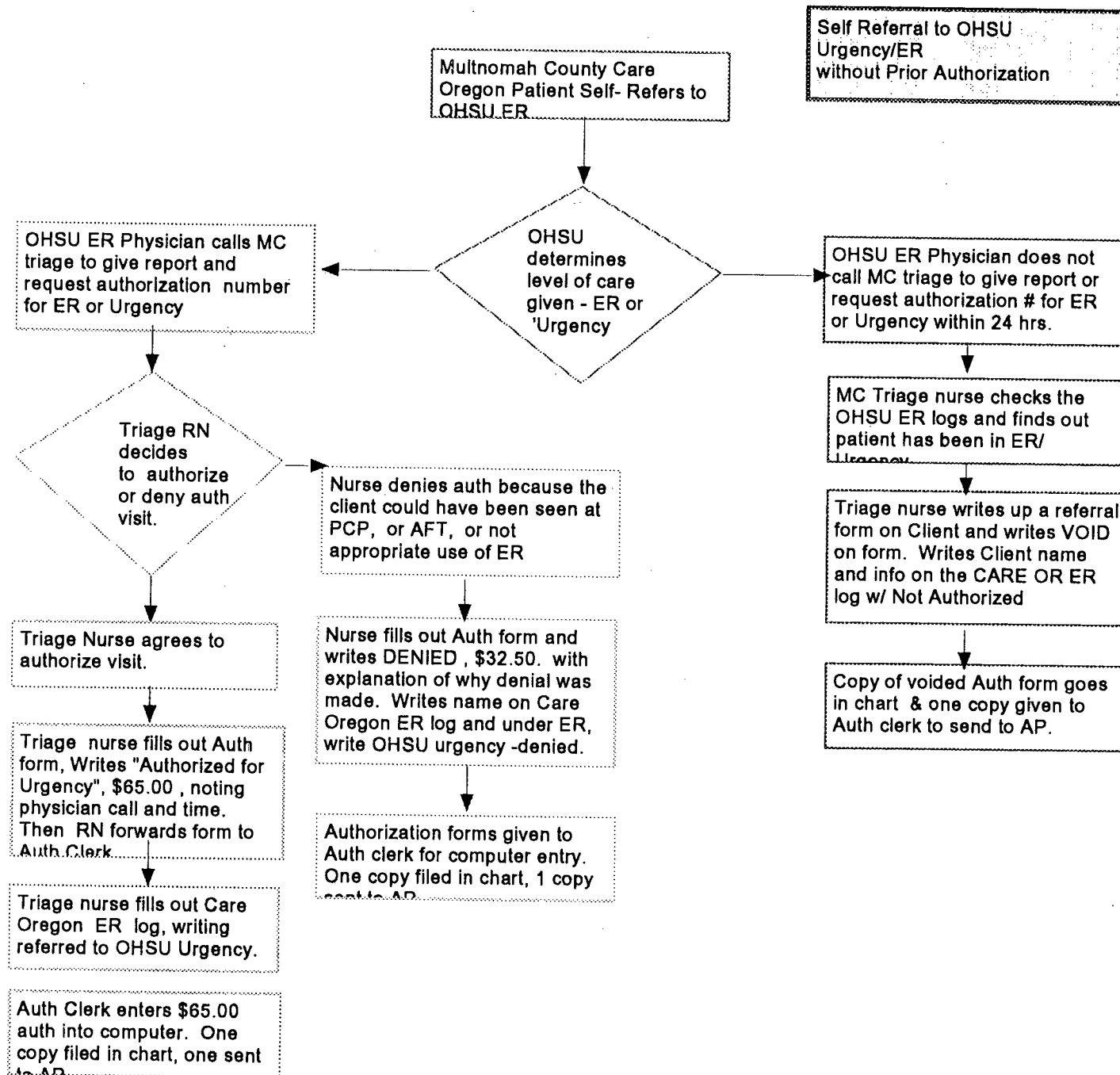
Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens

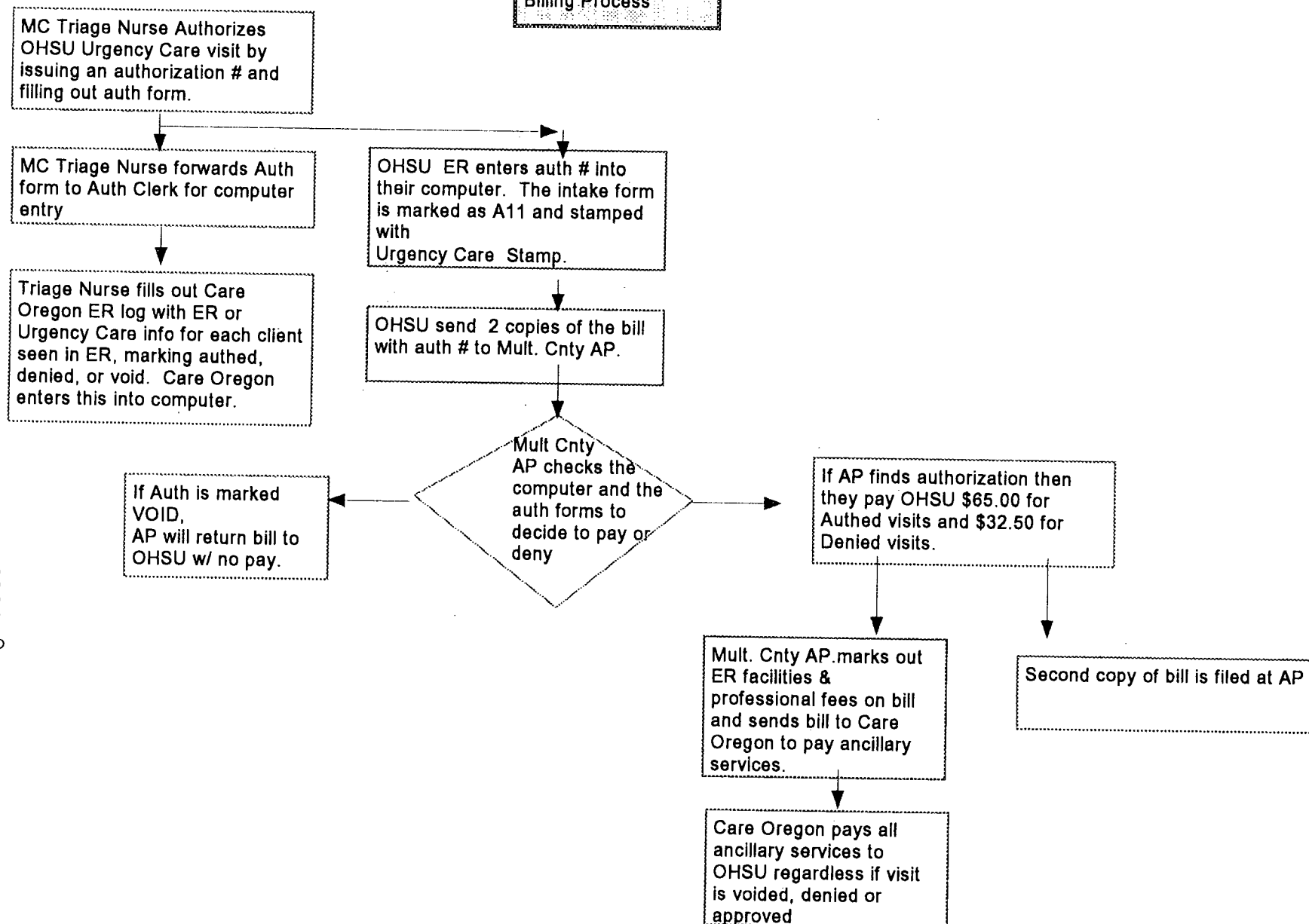
Date 12/15/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 1/4/96  
DEB BOGSTAD  
BOARD CLERK





# Urgency Care Contract Billing Process



Meeting Date: JAN 04 1996  
Agenda No: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESULTS Team Presentation: Community Test Site Work Group

BOARD BRIEFING Date Requested: January 4, 1996

Amount of Time Needed: 10 minutes

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

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

DEPARTMENT: MSS DIVISION: Employee Services

CONTACT: Shery Stump, Training Manager TELEPHONE #: 248-5015 X2203

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Martha Schechtel, Facilitator,

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☐ APPROVAL    ☐ OTHER

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

The Community Test Site Work Group is one of the quality improvement teams working to improve County work processes. Their goal was to increase revenue for the County's HIV Test Site by increasing the average dollars collected per client and decreasing the number of clients who pay nothing. In the first five weeks of implementation of the improvement plan, the number of clients who paid for services increased from 51.5% to 78%. The average amount paid increased from \$15 to \$17.12.

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Shery M. Stump for Curtis Smith

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

2000  
1995 DEC 27 PM 12:52  
MULTICOUNTY  
OREGON

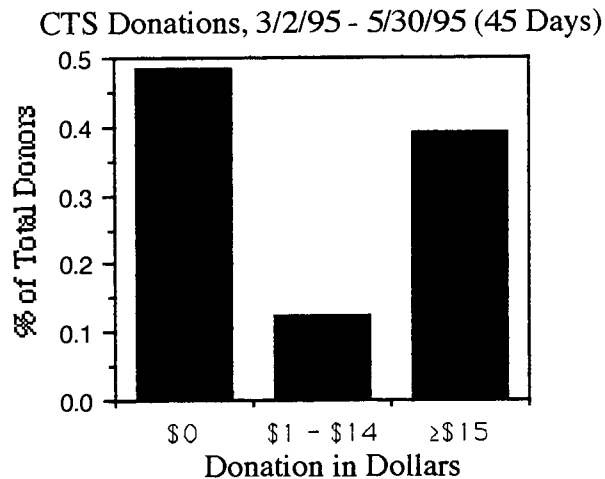
# Community Test Site Work Group

## Team Members

Martha Schechtel	Renee Dorrance
Carol Casciato	Chris York
Jan Monical	Victor Fox
Glea Pruitt	

The Community Test Site Program provides HIV testing on a walk in basis and by appointment. Currently a \$15 donation is requested. No one is refused service due to inability to pay.

**Problem Statement:** CTS does not bring in sufficient revenue.

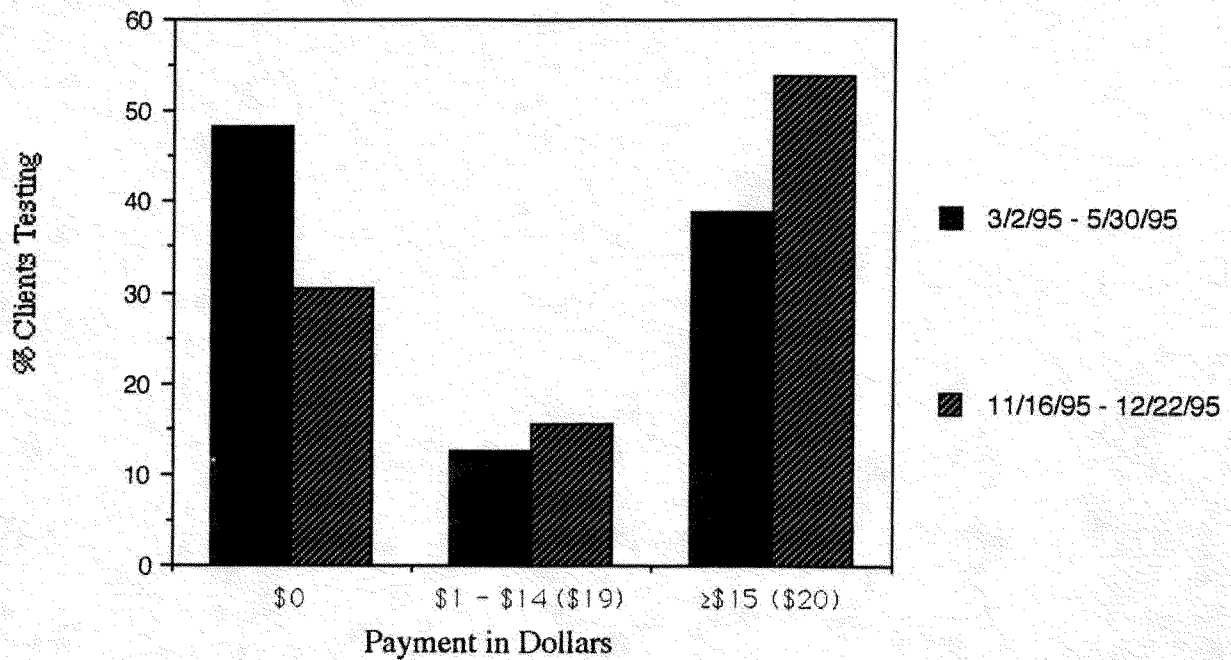


**DATA COLLECTION:** Client Survey  
Staff Survey  
Log Review  
Outside Research

**PLAN:** Increase the dollar amount of the requested donation.  
Change the fee collection system

**GOALS:** Increase the average amount of donation collected per client.  
Decrease the number of clients who make no donation.

CTS Data Comparison



Effect of CQI Plan Implementation

	Before Implementation	Following Implementation
% Clients Paying For Service	51.5 %	69.6 %
Average Payment	\$15.00	\$17.70
Average Payment/Client	\$7.71	\$12.32



Meeting Date: DECEMBER 28, 1995 **JAN 04 1996**

Agenda No: R-10 R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: An Ordinance amending the CRGNSA section of the Multnomah County Code

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: December 28, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Bob Hall

TELEPHONE: 248-3043

BLDG /ROOM: 412/Plan

PERSON(S) MAKING PRESENTATION: Bob Hall

**ACTION REQUESTED**

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

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

An Ordinance amending the Columbia Gorge National Scenic Area (CRGNSA) section of Multnomah County Code Chapter 11.15 to align the use provisions of the Code with those of the Columbia River Gorge National Scenic Area Management Plan.

This ordinance will fully implement the CRGNSA land use provisions of the Management Plan by adding uses to the Zoning Code which were unintentionally omitted from the original CRGNSA implementing ordinance adopted by the Board in 1993.

1/9/96 copies to Bob Hall  
1/10/96 copies to Ordinance Distribution List

**SIGNATURES REQUIRED:**

Elected Official: \_\_\_\_\_

OR

Department Manager: KB Leary N. Nicholas

1995 DEC 19 PM 1:52  
CLERK OF  
MULTNOMAH COUNTY  
OREGON

## ORDINANCE FACT SHEET

**Ordinance Title:** An Ordinance amending the Columbia River Gorge National Scenic Area (CRGNSA) section of Multnomah County Code Chapter 11.15 to align the use provisions of the Code with those of the Columbia River Gorge National Scenic Area Management Plan.

**Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):**

This ordinance will fully implement the CRGNSA land use provisions of the Management Plan by adding uses to the Zoning Code which were unintentionally omitted from the original CRGNSA implementing ordinances adopted by the Board in 1993. The immediate persons to be benefitted by this ordinance are those wishing to establish bed and breakfast inns within the Special Management Forestry areas in single family residences that are included in the National Register of Historic Places. Such uses are specifically listed in the Management Plan, but are not contained in County Code. The intent of the Board in 1993 was to adopt zoning provisions that were no more stringent than the provisions of the Management Plan (i.e., not to exclude allowed land uses).

**What other local jurisdictions in the metropolitan area have enacted similar legislation?**

Multnomah County is the only local jurisdiction (with the exception of Troutdale, which does not yet have ordinances implementing the CRGNSA Management Plan) with land within the Columbia River Gorge National Scenic Area.

**What has been the experience in other areas with this type of legislation?**

There is no comparable experience in other areas.

**What is the fiscal impact, if any?**

This will neither create, nor consume revenue beyond that realized by the existing planning program for the area.

(If space is inadequate, please use other side)

### SIGNATURES

Person Filling Out Form: \_\_\_\_\_

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_

KB Lem E. Nicholas

**RESOLUTION OF THE  
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of amending the Zoning Code       )  
to align the use provisions of the Code with       )  
those of the Columbia River Gorge National       )  
Scenic Area Management Plan.                       )

**RESOLUTION  
C 7-95**

**WHEREAS,** On January 7, 1993, February 11, 1993 and May 25, 1993, Multnomah County adopted Ordinance Nos. 748, 750 and 765 respectively to enact the provisions of the Columbia River Gorge National Scenic Area ("CRGNSA" herein) Management Plan; and

**WHEREAS,** The Board of County Commissioners intended those ordinances to include all of the use provisions of the CRGNSA Management Plan; and

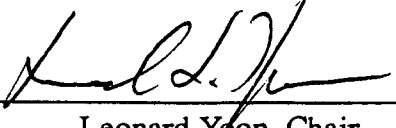
**WHEREAS,** Through implementation, however, it has been found that some of the use provisions of the CRGNSA Management Plan were not included in those implementing ordinances; and

**WHEREAS,** The Planning Commission conducted a public hearing on November 6, 1995 on the proposed amendments of the Zoning Code; and

**WHEREAS,** The Planning Commission found that the proposed amendments included all of those use provisions contained in the CRGNSA Management Plan, but previously omitted from Multnomah County Code Chapter 11.15

**NOW, THEREFORE BE IT RESOLVED** that the Planning Commission hereby recommends that the Board of County Commissioners amend the zoning code as indicated in the attached Ordinance in order to fully implement the use provisions of the CRGNSA Management Plan.

Approved this 6<sup>th</sup> day of November, 1995

By   
Leonard Yoon, Chair  
Multnomah County Planning Commission

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 844

An Ordinance amending the Columbia River Gorge National Scenic Area section of Multnomah County Code Chapter 11.15 to align the use provisions of the Code with those of the Columbia River Gorge National Scenic Area Management Plan.

Multnomah County Ordains as follows:

Section I. Findings.

(A) On January 7, 1993, February 11, 1993, and May 25, 1993, Multnomah County adopted Ordinance Nos. 748, 750, and 765 respectively to implement the provisions of the Columbia River Gorge National Scenic Area ("CRGNSA" herein) Management Plan.

(B) The Board of County Commissioners intended those ordinances to include all of the use provisions of the CRGNSA Management Plan.

(C) Full implementation of the CRGNSA Management Plan requires adding additional provisions to the County Code.

(D) The Planning Commission conducted a public hearing on November 6, 1995 on proposed amendments to the Zoning Code.

(E) The Planning Commission found the proposed amendments set forth below include the use provisions contained in the CRGNSA Management Plan previously omitted from Multnomah County Code Chapter 11.15.

Section II. Amendments

Multnomah County Code Chapter 11.15 is hereby amended as described in Attachment A.

ADOPTED THIS 4th day of January, 1996 being the date of its  
2nd reading before the Board of County Commissioners of Multnomah County.



By Beverly Stein  
Beverly Stein Chair  
MULTNOMAH COUNTY, OREGON

REVIEWED: John DuBay  
John DuBay, Deputy County Counsel  
of Multnomah County, Oregon

## ATTACHMENT A

Underlined language is added; bracketed and struck through language is deleted.

### **MCC 11.15 is amended as follows:**

#### **(A) Subsection 11.15.3585 is added to read:**

##### 11.15.3585 Approval Criteria for Specific Review Uses

Uses identified in MCC .3634(A)(14); MCC .3636(A)(5), (6) and (7); and MCC .3636(B)(8) may be allowed only if they meet all of the following criteria:

- (A) The owners of land designated GGF-20, GGF-40, GGA-20 or GGA-40 within 500 feet of the perimeter of the subject parcel have been notified of the land use application and have been given at least 10 days to comment prior to a final decision;
- (B) The use will not interfere seriously with accepted forest or agricultural practices on nearby lands devoted to resource use;
- (C) The use will be sited in such a way as to minimize the loss of forest or agricultural land and to minimize the chance of interference with accepted forest or agricultural practices on nearby lands; and
- (D) The use will not significantly increase fire hazard, fire suppression costs or risks to fire suppression personnel and will comply with MCC .3584.

#### **(B) Subsection 11.15.3634 is amended to read:**

##### **11.15.3634 Uses Under Prescribed Conditions**

(A) The following uses may be allowed on lands designated GGF, pursuant to MCC .3564:

- (1) On lands designated GGF-20, one single-family dwelling on a legally created parcel upon enrollment in the state's forest assessment program. Upon a showing that a parcel cannot qualify, a parcel is entitled to one single-family dwelling. In either case, the location of a dwelling shall comply with MCC .3584 and MCC .3586. A declaration shall be signed by the landowner and recorded into county deed records specifying that the owners, successors, heirs and assigns of the subject parcel are aware that adjacent and nearby operators are entitled to carry on accepted farm or forest practices on lands designated GGF-20, GGF-40, GGA-20 and GGA-40.
- (2) One single-family dwelling if found to be in conjunction with and would substantially contribute to the current agricultural use of a farm pursuant to MCC .3608(A)(5). The siting of the dwelling shall comply with MCC .3584.
- (3) The following Temporary Uses, pursuant to the procedural provisions of MCC .8705:

- (a) Temporary on-site structures which are auxiliary to and used during the term of a particular for-

est operation. "Auxiliary" means a use or alteration of a structure or land which provides help or is directly associated with the conduct of a particular forest practice. An auxiliary structure shall be located on-site, temporary in nature, and not designed to remain for the forest's entire growth cycle from planting to harvesting. An auxiliary use must be removed when the particular forest practice for which it is approved has concluded.

- (b) Temporary portable facilities for the primary processing of forest products grown on a parcel or contiguous parcels in the same ownership where the facility is to be located. The facility shall be removed upon completion of the harvest operation.
  - (c) On lands designated GGF-40, a mobile home in conjunction with a timber operation, upon a finding that security personnel are required to protect equipment associated with a harvest operation or the subject forest land from fire. The mobile home must be removed upon completion of the subject harvest operation or the end of the fire season. The placement of the mobile home is subject to MCC .3584 and .3586.
- (4) Uses to conserve soil, air and water quality and to provide for wildlife and fisheries resources.
  - (5) Agricultural buildings, as defined in MCC .3556, subject to the standards of MCC .3584.
  - (6) The temporary use of a mobile home in the case of a family hardship, subject to MCC .3566(B), .3584 and .3586.
  - (7) Accessory buildings greater than 60 square feet in floor area and/or exceeding 18 feet in height as measured at the roof peaks; subject to MCC .3584 and .3586.
  - (8) A second single-family dwelling for a farm operator's relative, subject to MCC .3608(A)(8), .3584 and .3586.
  - (9) Private roads serving a residence, subject to MCC . 3584 and .3586.
  - (10) Recreation development, subject MCC .3832 and The Recreation Development Plan (Management Plan, Part III, Chapter 1).
  - (11) Construction or reconstruction of roads or modifications not in conjunction with forest use or practices.
  - (12) Agricultural labor housing upon a showing that:
    - (a) The proposed housing is necessary and accessory to a current agricultural use.
    - (b) The housing shall be seasonal unless it is shown that an additional full-time dwelling is necessary to the current agricultural use of the subject agricultural unit. Seasonal use shall not exceed nine months.
    - (c) The housing will be located to minimize the conversion of lands capable of production of farm crops and livestock and will not force a significant change in or significantly increase the cost of accepted agricultural practices employed on nearby lands devoted to agricultural use.

(13) New cultivation, subject to compliance with MCC .3818, .3822, .3824, .3826 and .3828.

(14) The following uses when found to comply with MCC .3585:

(a) Utility facilities and railroads necessary for public service upon a showing that:

(i) There is no practicable alternative location with less adverse effect on agricultural and forest lands, scenic, cultural, natural and recreation resources and

(ii) The size is the minimum necessary to provide the service.

(b) Fruit and produce stands, upon a showing that sales will be limited to agricultural products raised on the subject farm and other farms in the local region.

(c) Wineries, in conjunction with on-site viticulture, upon a showing that processing and sales of wine is from grapes grown on the subject farm or in the local region.

(d) Agricultural product processing and packaging, upon a showing that the processing will be limited to products grown primarily on the subject farm and sized to the subject operation.

(e) Aquiculture.

(f) Boarding of horses.

(g) Temporary portable asphalt/batch plants related to public road projects, not to exceed 6 months.

(C) Subsection 11.15.3636 is amended to read:

#### **11.15.3636 Conditional Uses**

(A) The following conditional uses may be allowed on lands designated GGF, pursuant to the provisions of MCC .3568 and .3580(B):

(1) Structures associated with hunting and fishing operations.

(2) Towers and fire stations for forest fire protection.

(3) On parcels 40 acres in size or larger in a GGF-20, a land division creating parcels smaller than the designated minimum parcel size, subject to the provisions of MCC .3570(B).

(4) Life Estates on lands designated GGF-20, pursuant to MCC .3578.

(5) [~~Home occupations or cottage industries, pursuant to MCC .3570(C)~~] The following uses when found to comply with MCC .3585:



(a) Home occupations or cottage industries in an existing residence or accessory structure, pursuant to MCC .3570(C).

(b) Bed and breakfast inns in single-family dwellings, pursuant to MCC .3570(D), and provided that the residence:

(i) Is included in the National Register of Historic Places; or

(ii) Is identified and protected under local landmark status as approved pursuant to Oregon state land use regulations protecting historic structures.

(6) Expansion of existing non-profit group camps, retreat or conference center.

(7) Non-profit, environmental learning or research facilities.

(B) The following conditional uses may be allowed on lands designated GSF, pursuant to the provisions of MCC .3568.

(1) Exploration, development, and production of sand, gravel, or crushed rock for the construction, maintenance, or reconstruction of roads used to manage or harvest commercial forest products.

(2) Utility facilities for public service upon a finding that:

(a) There is no alternative location with less adverse effect on Forest Land, and

(b) The size is the minimum necessary to provide the service.

(3) Fish hatcheries and aquiculture facilities.

(4) Public recreation, commercial recreation, interpretive and educational developments and uses consistent with MCC .3834.

(5) Towers and fire stations for forest fire protection.

(6) Community facilities and non-profit facilities related to forest resource management.

(7) Expansion of existing non-profit group camps, retreats, conference or education centers, for the successful operation on the dedicated site. Expansion beyond the dedicated site shall be prohibited.

(8) Home occupations or cottage industries pursuant to MCC .3570(C).

(D) Subsection 11.15.3656 is amended to read:

#### **11.15.3656 Primary Uses**

(A) The following uses are allowed on all lands designated GGO, GGO-GW and GSGO-SP without

review:

- (1) Repair, maintenance, operation and improvement of existing structures, trails, roads, railroads, utility facilities and hydro facilities.
- (2) Removal of timber, rocks or other materials for purposes of public safety and placement of structures for public safety.

~~[(B) The following uses are allowed on land designated GGO-GW without review:~~

- ~~(1) All uses listed in MCC .3656(A);~~
- ~~(2) Livestock grazing;~~
- ~~(3) Fish and wildlife management uses conducted by federal, state or tribal resource agencies;~~
- ~~(4) Soil, water or vegetation uses performed in accordance with a conservation plan approved by a county conservation district;~~
- ~~(5) Harvesting of wild crops; and~~
- ~~(6) Educational or scientific research.~~

~~[(C) The following uses are allowed on land designated GGO-SP without review:~~

- ~~(1) All uses listed in MCC .3656(A);~~
- ~~(2) Fish and wildlife management uses conducted by federal, state or tribal resource agencies;~~
- ~~(3) Soil, water or vegetation uses performed in accordance with a conservation plan approved by a local conservation district;~~
- ~~(4) Harvesting of wild crops;~~
- ~~(5) Educational or scientific research; and]~~
- (6) *[Deleted 1993, Ord. 765 § H]*

~~[(D) B)~~ On land designated GSO, the maintenance, repair, and operation of existing dwellings, structures, trails, roads, railroads, and utility facilities may occur without review:

(E) Subsection 11.15.3658 is amended to read:

#### **11.15.3658 Uses Under Prescribed Conditions**

(A) The following uses may be allowed on lands designated GGO, pursuant to MCC .3564:

- (1) Low intensity recreation, subject MCC .3832; and

- (2) Land divisions to facilitate efforts to protect and enhance scenic, cultural, natural or recreation resources.

(B) The following uses are allowed on land designated GGO-GW, pursuant to MCC .3564:

- (1) Livestock grazing;
- (2) Fish and wildlife management uses conducted by federal, state or tribal resource agencies;
- (3) Soil, water or vegetation uses performed in accordance with a conservation plan approved by a county conservation district;
- (4) Harvesting of wild crops; and
- (5) Educational or scientific research.

(C) The following uses are allowed on land designated GGO-SP, pursuant to MCC .3564:

- (1) Fish and wildlife management uses conducted by federal, state or tribal resource agencies;
- (2) Soil, water or vegetation uses performed in accordance with a conservation plan approved by a local conservation district;
- (3) Harvesting of wild crops;
- (4) Educational or scientific research

([B] D) On lands designated GGO-GW, existing quarries may continue operation if they are determined to be consistent with standards to protect scenic, cultural, natural and recreation resources pursuant to MCC .3564:

([C] E) The following uses may be allowed on lands designated GSO, pursuant to MCC .3564, when consistent with an open space plan approved by the U.S. Forest Service:

- (1) Changes in existing uses including reconstruction, replacement, and expansion of existing structures and transportation facilities, except for commercial forest practices.
- (2) Structures or vegetation management activities, including scientific research, related to scenic, cultural, recreational, and natural resource enhancement projects.
- (3) Low intensity recreation uses including educational and interpretive facilities, consistent with MCC .3834.
- (4) Utility facilities for public service upon a showing that:
  - (a) There is no alternative location with less adverse effect on land designated GSO;
  - (b) The size is the minimum necessary to provide the service.