



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
SHARRON KELLEY •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
July 31, 1989 to August 4, 1989

Tuesday, August 1, 1989 - MEETINGS AT 9:30 AM AND 1:30 PM ARE
CANCELLED DUE TO THE LACK OF A QUORUM

Thursday, August 3, 1989 - 9:30 AM - Formal. Page 2

Thursday, August 3, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 In the matter of ratification of an intergovernmental agreement between County Emergency Management Office and City of Cannon Beach, for Cannon Beach to provide an instructor for the Chemistry of Hazardous Materials class put on the County

DEPARTMENT OF HUMAN SERVICES

- R-2 In the matter of ratification of an intergovernmental agreement between the City of Portland Parks & Recreation and the Youth Program Office whereby the City will receive \$6,733 for summer youth projects as designated by the North Portland service fund allocation committee, for period July 1 to September 15, 1989

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

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

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

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

ANNOTATED AGENDA

Thursday, August 3, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 In the matter of ratification of an intergovernmental agreement between County Emergency Management Office and City of Cannon Beach, for Cannon Beach to provide an instructor for the Chemistry of Hazardous Materials class put on the County

APPROVED

DEPARTMENT OF HUMAN SERVICES

- R-2 In the matter of ratification of an intergovernmental agreement between the City of Portland Parks & Recreation and the Youth Program Office whereby the City will receive \$6,733 for summer youth projects as designated by the North Portland service fund allocation committee, for period July 1 to September 15, 1989

APPROVED

REQUEST UNANIMOUS CONSENT TO CONSIDER THE FOLLOWING MATTER:

- R-3 Liquor License applications submitted by Sheriff's Office with recommendation that same be approved as follows: Tankard to 4-Aces, 15826 SE Division (RMB, change of ownership)

DID NOT RECEIVE UNANIMOUS CONSENT

WILL BE CONSIDERED NEXT WEEK



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
PURCHASING SECTION
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-5111

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Jane McGarvin, Clerk of the Board

FROM: Lillie M. Walker, Director, Purchasing Section

DATE: August 2, 1989

RE: FORMAL BIDS AND REQUESTS FOR PROPOSALS SCHEDULED FOR INFORMAL BOARD

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Commissioners' review.

BID/RFP NO.	TITLE/DESCRIPTION	INITIATING DEPARTMENT
B61-928-4047	Title: Glendoveer Golf Course Tee Construction Description: Renovation of Golf Tees, along with irrigation earth paths, & amenities at the Glendover Golf Course. - Estimated Cost Range - \$85,000 to \$90,000.	DES/Parks Buyer: Larry Weaver Phone: 248-5111 Contact: Teresa Gibson Phone: 248-6013
B61-250-4049	Title: SW SCHOLLS FERRY / SW PATTON RD. INTERSECTION IMPROVEMENTS Description: Municipal Street Construction - Widening SW Scholls Ferry Rd & SW Patton Rd. Constructing concrete curbs, concrete inlets, retaining walls, grading, rock, paving & clearing & grubbing.	DES/Transportation Buyer: Larry Weaver Phone: 248-5111 Contact: Roy Morrison Phone: 248-5050
RFP # 900525	Title: Front End Communication Processor Description: Communication processor to replace Amdahl 4705E attached to Amdahl 5860 Computer	DGS/ISD Buyer: Roger Bruno Phone: 5111 Contact: Doug Fischer Phone: 3749

cc: Gladys McCoy, County Chair
Board of County Commissioners
Linda Alexander, Director, DGS

Copies of the bids and RFPs are available from the Clerk of the Board.

Please run the following Classified Advertisement as indicated below, under your CALL FOR BIDS section

MULTNOMAH COUNTY

Bids Due August 22, 1989 at 2:00 P.M.
Bid No. B61-250-4049

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:

SW SCHOLLS FERRY/SW PATTON RD INTERSECTION IMPROVEMENTS

Plans and Specifications are filed with the Purchasing Director and copies may be obtained from the above address for a \$5.00 non-refundable fee. **CHECKS AND MONEY ORDERS ONLY.** Plans and Specifications will not be mailed within the Tri-County area.

PREBID CONFERENCE: NONE

PREQUALIFICATION OF BIDDERS Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Municipal Street Construction

Prequalification applications or statements must be prepared during the period of one year prior to the bid date. Prequalification application and proof of prequalification by the Oregon Department of Transportation must be actually received or postmarked to Multnomah County Purchasing Section by not later than 10 days prior to bid opening.

All bidders must comply with the requirements of the prevailing wage law in ORS 279.350.

Details of compliance are available from the Purchasing Section, Department of General Services, 2505 S.E. 11th Avenue, Portland, OR 97202, (503) 248-5111.

Contractors and subcontractors must be licensed for asbestos abatement work if the project involves working with asbestos.

NONDISCRIMINATION Bidders on this work will be required to comply with the provisions of Federal Executive Order 11246. The requirements for Bidders and Contractors are explained in the Specifications.

No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof, a surety bond for an amount equal to ten percent (10%) of the aggregate proposal. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish August 4, 1989

T0: Skanner

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LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish ~~XXXXXX~~ Week of August 7, 1989

TO: Portland Observer

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LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish Week of August 7, 1989

To: Daily Journal of Commerce

Please run the following Classified Advertisement as indicated below, under your CALL FOR BIDS section

MULTNOMAH COUNTY

GLENDOVEER GOLF COURSE TEE CONSTRUCTION

Bids Due August 24, 1989 at 2:00 P.M.
Bid No. B61-928-4047

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for: The renovation of golf tees along with irrigation, earth paths, and amenities, at the Glendoveer Golf Course

Plans and Specifications are filed with the Purchasing Director and copies may be obtained from the above address for a \$5.00 non-refundable fee. **CHECKS AND MONEY ORDERS ONLY.** Plans and Specifications will not be mailed within the Tri-County area.

PREBID CONFERENCE: MANDATORY - Pre-bid will be held on August 11, 1989 at 10 am.
Meet at the Coffee Shop at Glendoveer Golf Course.

PREQUALIFICATION OF BIDDERS Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Landscaping - Highways streets, Roads, Parks and Rest Areas (Roadside seeding, Lawn's, Shrubs, Trees, Irrigation Systems)

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LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish August 4, 1989

T0: Skanner

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LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish August 7, 1989

TO: Portland Observer

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Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR
PURCHASING SECTION

Publish August 7, 1989

TO:

DAILY JOURNAL OF COMMERCE

Please run the following Classified Advertisement as indicated below, under your "CALL FOR BID" section

MULTNOMAH COUNTY

Proposals Due: August 24, 1989 at 2:00 P.M.

Proposal No. RFP # 900525

Sealed proposals will be received by the Director of Purchasing, 2505 S.E. 11th Ave., Portland, OR 97202 for:

Front end communication processor to replace Amdahl 4705E

which is attached to an Amdahl 5860 computer operating under

IBM OS/MVS/XA

Multnomah County reserves the right to reject any or all proposals.

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director
Purchasing Section

PUBLISH: August 4, 1989



MULTNOMAH COUNTY OREGON

INVITATION FOR BIDS # RFP# 900525 To be opened 2 P.M. August 24, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing front end communication processor to replace Amdahl 4705E which is attached to an Amdahl 5860 Computer operating under IBM OS/MVS/XA

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always--price, fitness and quality being equal--prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: W A I V E D

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon August 2, 1989.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Publication Dates August 4, 1989

By _____
Lillie M. Walker, Director
Purchasing Section

(Continued on reverse)

Form PD 13
Rev. 10-88

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

Delivery to be F.O.B. DESTINATION within _____ days after receipt of order.

Accompanying this proposal is a W A I V E D in the
("Certified Check" or "Surety Bond")

amount of _____ Dollars (\$) which is
not less than ten percent of the total amount of this bid.

(Signature of bidder) _____
Legal name of firm or corporation

By _____
(Name)

Dated _____

(Title)

Address _____

The party by who this proposal is submitted, and by whom the contract will be entered into in case the award is made to him, is _____

("a corporation," "a partnership" or "an individual")
doing business at _____ Street,
_____, City and State,
which address is the address to which all communications concerned with this proposal and the contract should be sent.

The names of the president, treasurer, and manager of the bidding corporation, or the names and residences of all persons and parties interested in this proposal as partners or principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE OF EVENTS

Distribute RFP	<u>August 4, 1989</u>
Last date for protests and requests for clarification of specifications.	<u>August 16, 1989</u>
RFP Opening Date/Closing Date	<u>August 24, 1989</u>

CANCELLATION

Multnomah County reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

PROPOSAL SUBMISSION

Respondents must submit an original and three (3) complete copies of the proposal to: Purchasing Director, Multnomah County, 2505 SE 11th Avenue, Portland, Oregon, 97202, no later than 2:00 p.m. on August 24, 1989. Late proposals will not be accepted.

REJECTION OF PROPOSALS

Multnomah County reserves the right to reject any or all responses to this Request for Proposal.

COST OF PREPARATION OF RESPONSE

Costs incurred by any agency in the preparation of the response to this Request for Proposal are the responsibility of the responding agency and will not be reimbursed by the County.

EQUIVALENT PRODUCTS

Product brands or models, if stated or implied by the specifications, indicate type, design, and quality desired, and shall not restrict bidding to one manufacturer. Products which meet or exceed specification requirements for design, quality, and functional utility will be considered. Ref. ORS 279.017.

If bid is for an equivalent item, include descriptive information, brochure, and/or specifications sufficient for the County to make a determination as to equivalency.

Any variations from specifications on equivalent products must be itemized. Failure to do so may cause rejection of the bid or rejection of the unit or product after delivery if unitemized variations are found upon inspection of the unit.

MULTNOMAH COUNTY, OREGON

REQUEST FOR PROPOSAL, continued

Page 5

I. GENERAL INFORMATION

A. COUNTY ORGANIZATION

Multnomah County is a "home rule" charter county government providing services to a population of over 560,000 people. The charter enables the County to enact local legislation on matters of County concern consistent with the Oregon Constitution and general laws. The County seat is Portland, the largest city in Oregon. Other incorporated cities are Gresham, Troutdale, Fairview, Wood Village and Maywood Park.

B. PURPOSE OF INVITATION FOR RFPS

B.1. The intent of this request for Proposal is to acquire a front end processor to replace existing Amdahl 4705 E (IBM 3705 compatible) processor.

II. INFORMATION AND INSTRUCTIONS FOR BIDDERS

A. BIDDER'S QUALIFICATIONS

A.1. STATEMENT OF BIDDER'S QUALIFICATION: Each bidder submitting a RFP shall present evidence of the firm's experience, qualifications, financial responsibility, and ability to carry out the terms of the contract. The "Statement of Bidder's Qualifications" must be completed and submitted with each RFP package. If clearly marked as "proprietary", bidder's financial status information and qualifying information provided in RFP will be held in confidence and will not be revealed or discussed with competitors.

A.2. CORPORATE INFORMATION: Bidder shall state whether bidder is doing business as an individual, a partnership, or a corporation; and, if a partnership, shall give the names of all partners on "Statement of Bidder's Qualifications." The person signing on behalf of the corporation or partnership shall state his/her position with the firm or corporation and shall state whether the corporation is licensed with the Oregon State Corporate Commissioner to do business in the State of Oregon.

B. VENDOR QUESTIONS AND PROTESTS

Any vendor requiring clarification of the information, or protesting any provision herein, must submit specific comments in writing to:

MULTNOMAH COUNTY, OREGON

REQUEST FOR PROPOSAL, continued

Page 6

B. VENDOR QUESTIONS AND PROTESTS, Continued

Roger A. Bruno, Buyer
2505 SE 11th Avenue
Portland, OR 97202

The deadline for submitting such questions or comments, is indicated on the schedule on Page 4 of this document. If, in his opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum which will be delivered to all individuals, firms, and corporations having taken out specifications and such addendum shall have the same binding effect as though contained in the main body of the specifications. Oral instructions or information concerning the specifications or the project given out by County Managers, employees, or agents to prospective bidders, shall not bind Multnomah County. All addenda shall be issued by the Purchasing Director.

C. INSTRUCTIONS TO BIDDERS

- C.1 REQUEST FOR PROPOSAL DISTRIBUTION: No distribution of this Request for Proposal is to be made by the vendor.
- C.2 COMPLETENESS OF RESPONSE: To be considered, VENDORS MUST SUPPLY ALL REQUIRED SIGNATURES AND MUST RESPOND DIRECTLY AND COMPLETELY TO EACH REQUIREMENT AS IDENTIFIED IN THIS DOCUMENT. Failure to sign the letter to the Board or to respond to any portion of this document will be considered basis for disqualification. The bidder is required to point out those items, features, or conditions which cannot be met on the RFP form document. The bidder may include explanations on a separate attachment. If an alternate arrangement is available that, in the bidder's opinion, may accomplish the same purpose, the bidder can include the information on a separate attachment(s). If the bidder has equipment or features which are not specified, but which may be beneficial to the County, bidder may include a description and pricing as an option.
- C.3 FORMAT OF RESPONSE: The bidder must have read this RFP document in its entirety to understand completely the questions on the RFP form. Cost data may be included in responses but MUST BE RESTATED ON A COST SUMMARY. Bidders must supply information about all options that are available.

M U L T N O M A H C O U N T Y, O R E G O N

REQUEST FOR PROPOSAL, continued

Page 7

C. INSTRUCTIONS TO BIDDERS, Continued

- C.4 MULTIPLE RFPS: A vendor may submit more than one RFP. The alternate RFP(s) must be complete in every respect and marked as Primary RFP, Alternative RFP 1, Alternative RFP 2, etc., on the cover of each copy.
- C.5 TIME AND PLACE FOR RECEIVING RFPS: The time and place at which RFPs will be received are as stated upon page 1 hereof. All RFPs, including alternates, must be submitted sealed with three (3) copies. Any voluminous reference material, supplemental to the RFP, may be submitted in single copy. RFPs must be received prior to RFP closing date and time specified. No RFP received after closing time specified will be accepted. RFP closing and RFP opening time are synonymous. Vendors mailing RFPs must allow sufficient mail delivery time to ensure timely receipt of their RFP(s). RFP(s) may be delivered Monday through Friday, 8 a.m. to 4:30 p.m., Portland time to:
- Multnomah County
Department of General Services
Purchasing Section
2505 SE 11th Avenue
Portland, OR 97202
- RFPS must remain valid for at least ninety (90) days. During the evaluation period, no sufficient changes in the RFP are allowed.
- C.6 DISCLOSE OF RFP CONTENTS: Material submitted becomes the property of Multnomah County and may be returned only at the County's option. RFPs submitted to the County may be reviewed and evaluated by any person at the discretion of Multnomah County. Proprietary information must be segregated and clearly identified. RFP documents are matters of public record and will be available for review.
- C.7 CLARIFICATION OF RFPS: The Purchasing Director reserves the right to obtain clarification of any point in a firm's RFP or to obtain additional information necessary to properly evaluate a particular RFP. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of the RFP.
- C.8 EQUIPMENT AVAILABILITY: Only equipment which is available for general sale, demonstrable, operational at customer sites

C. INSTRUCTIONS TO BIDDERS, Continued

(other than vendor or test sites) prior to the RFP response date and is backed by guarantees that maintenance and replacement parts will be available for five years from date of purchase, will be acceptable as meeting minimum system requirements.

C.9 REJECTION OF RFPS: The County reserves the right to reject any and all RFPS received; as a result of the Request for Proposal, prior to the execution of a contract.

C.10 CONTRACT TERMS: In the event of an award, the form and the terms of the contract will be subject to the approval of Multnomah County Counsel.

C.10.1 Bidder shall be prepared to include any or all statements made in their RFPS into the contract for equipment and services or in an addendum to that contract.

C.11 TERMINATION OF CONTRACT: The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the successful bidder or by any of his subcontractors, in the sole judgment and discretion of the County. In the event of such terminations, the successful bidder shall be liable for any termination costs incurred by the County.

C.12 PRIME CONTRACTOR RESPONSIBILITY: If a RFP includes equipment marketed by other manufacturers, it will be mandatory for the bidder to act as prime contractor for the procurement of the entire equipment configuration. The bidder shall be considered the sole point of contact with regard to contractual stipulations to include payment of any and all charges resulting from the purchase of the entire agreement configuration(s). In addition, the successful bidder will be responsible for meeting all other requirements of this request. The RFP must clearly indicate the equipment which is not marketed by the bidder's firm.

D. GENERAL INSTRUCTIONS

Taxes

All bidders shall include prices in their response and shall assume

D. GENERAL INSTRUCTIONS, Continued

Taxes, Continued

and pay all state, federal, and municipal taxes and contributions which are payable by virtue of the furnishing and delivery of the item(s) specified herein.

County Designate

The County shall designate an individual as County Designate. The vendor shall, following contract execution, not accept any instruction from any other source unless authorized by the County Designate. The County designate for this RFP is Douglas Fischer.

Subcontractors

The names and addresses of all proposed subcontractors shall be furnished in writing, and the selection of subcontractors must be acceptable to the County; and if in the County's judgment any fail to perform the work in the strict accordance with the specifications, the vendor, but shall in no way release the vendor from his obligations and responsibility under the contract.

Every subcontractor shall be bound by the items and provisions of the contract documents as far as applicable to his work. Nothing contained herein shall create any contractual relations between the subcontractor and the County.

Clear Away

Throughout the progress of the work the vendor shall keep the working area free from debris of all types, and remove from the premises all rubbish resulting from work being done by him. At the completion of his work, the vendor shall leave the premises in a clean and finished condition.

Smoking Policy

Multnomah County has adopted a restrictive smoking policy. All vendor's employees or subcontractors should not smoke at any County facility, except where specifically posted that smoking is permitted.

Building Repairs

Vendor shall be liable and responsible for any building repairs

D. GENERAL INSTRUCTIONS, Continued

Building Repairs, Continued

required by reason of his work and caused by negligence of his employees. Repairs of any kind required will be made and charged to him. Vendor shall take the necessary precautions to protect the building areas adjacent to his work. No cutting, notching, drilling, or altering of any kind shall be done to the building by the vendor without first obtaining permission from the County Designate.

Indemnification

The vendor shall indemnify, keep and save harmless the County, its agents, officials, and employees, against all suits or claims that may be based on an injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the vendor whether or not it shall be claimed that the injury was caused through a negligent act or omission of the vendor or his employees; and the vendor shall, at his own expense, pay all charges for attorneys and all costs and other expenses arising or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the vendor shall at his own expense satisfy and discharge the same.

Separate Contracts

County reserves the right to let other contracts in connection with this work and the vendor shall afford these other contractors reasonable opportunity for the introduction and execution of their work, and shall properly coordinate his work with theirs as required.

Vendor's Liability Insurance

Vendor shall at his own expense procure and maintain general liability and casualty insurance of at least \$1,000,000 to adequately protect himself and the County against damages for personal injury, including death, which may arise from operations under his contract, whether such operations are by himself or by his subcontractor, or anyone directly or indirectly employed.

Vendor shall, at his own expense, procure and maintain adequate Worker's Compensation insurance in an amount satisfactory to the County.

Certificates of public liability, casualty, and Worker's Compensation

D. GENERAL INSTRUCTIONS Continued

Vendor's Liability Insurance, Continued

insurance shall be filed with the County if required, and will be subject to its approval both as to amount and adequacy of its protection.

Vendor shall make all payments in accordance with unemployment, old age, and other insurance and social security provisions of the federal, state, and municipal governments and all other governing bodies, pursuant to law for that purpose made and provided, whether enacted at the time or prior to the execution of the contract or during the progress of the work and shall assume all liability for the compliance with the requirements thereof.

Publicity

Any publicity giving reference to this project, whether in the form of press release, brochures, photographic coverage, or verbal announcement, shall be only with the specific approval of the County.

Authority of Vendor Representatives

Vendor must designate one or more vendor representatives who will be the persons with whom the County will deal in finalizing any agreement. This person or persons must have the full authority to bind vendor with respect to all issues concerning the agreement without further review by others.

This person or persons must attend all meetings with County regarding the preparation and finalization of any agreement.

Vendor Representative(s): _____

Patents, Copyrights, and Trade Secret Infringements

The vendor hereby covenants and agrees to save the County harmless and indemnify the County from payment of any royalties, damages, losses, or expenses for suits or claims growing out of alleged infringement of patents, copyrights, or trade secrets. The vendor warrants that if the system becomes, or, in its opinion, is likely to become, the subject of unjunction or claim arising from infringement of patents, copyrights, or trade secrets, the vendor will, at its option:

D. GENERAL INSTRUCTIONS Continued

Patents, etc., Continued

1. Purchase the rights for the County to continue to use the infringing equipment or software.
2. Replace the infringing equipment or software with non-infringing equipment or software of equivalent functionality.

System Acceptance

Prior to final acceptance of installed system, the equipment manufacturer shall perform complete system tests, under the supervision of the County designate or his representative. The vendor shall furnish all necessary test equipment and perform all work required to determine or modify the performance of the systems to meet the specified functions. The work shall include, but not be limited to the following:

1. Complete functional tests of the entire system such as:
 - Tests of all control units.
 - Tests of all storage devices.
 - Tests of all cabling.
 - Tests of all diagnostics.
2. Acceptance of all equipment by original equipment manufacturer for maintenance under manufacturers' standard 24-hour/7-day contract.

E. EVALUATION PROCEDURE AND CRITERIA

Evaluation of each RFP shall be pursuant to Multnomah County's Administrative Rule 10.140.

The County has established an evaluation committee under the direction of the Director of the Information Services Division.

The following is an outline of the general areas which will be used to evaluate the RFPs:

1. A validation that the RFP Document is complete in its response and is properly submitted.

MULTNOMAH COUNTY, OREGON

REQUEST FOR PROPOSAL, Continued

Page 13

E. EVALUATION PROCEDURE, Continued

2. Technical screening.

The following criteria will be used in assigning points:

Superior	76-100%
Very Good	51-75%
Acceptable	26-50%
Marginal	1-25%
Unacceptable	0%

The following are the general areas which will be used to evaluate the vendor's RFP(s). Maximum points for each evaluation factor are stated.

- Technical - Equipment reliability, performance capability, features, configuration and upgrade options--35 points
- Support - Vendor/Manufacturer support including local support, number of proposed units installed and age of technology--25 points
- Cost - Equipment cost over the anticipated use of the equipment at Multnomah County including acquisition cost, finance charges, upgrade costs, maintenance, installation and training--40 points

III. RFP RESPONSE FORM

A. General Instructions

1. The bidder must have read the RFP in its entirety to understand completely the questions in RFP Form. If the bidder is unclear of how to fill out the attached document, it is his responsibility to submit questions for clarification not later than five working days prior to the bid due date.
2. The RFP Form is set up to address the specifications in the RFP.
3. Failure to answer any questions in the RFP Form Document may subject the entire RFP to rejection. However, the inability to meet a required feature, will not invalidate the proposal, but will be weighed in the final selection of the successful bidder. The bidder is required to point out those items of equipment, features or conditions which he cannot meet. These must be indicated on the RFP Form Document itself. The bidder may include explanations on a separate attachment. If an alternate arrangement is available that, in the bidder's opinion, may accomplish the same purpose, the bidder can include the information on a separate attachment(s). In addition, if the bidder has equipment or features which were not specified but which he feels may be beneficial to the County, he may include a description and pricing as an option.
5. The complete RFP response must include three sections labeled; Technical, Support, and Financial in that order.
 - a. Technical section must include the following information and be readily recognizable, preferably in the order requested.
 - Complete set of user documentation that covers each component proposed.
 - Documentation that the proposed processor supports and/or is compatible with the following IBM software:
 - MVS/XA SP BASE 1.3.8
 - ACF/NCP 5.2.1 or higher
 - ACF/SSP 3.4
 - EP/3725 1.6.1 or higher
 - ACF/VTAM 3.2.0
 - NETVIEW 1.2.0 or higher

A. General Instructions, Continued

- Configuration Requirements
- Equipment must be either an IBM 3745-210, Amdahl 4745-210 or equivalent.
- Two channel attachment adapters required to connect to County's Amdahl 5860 host and a second undetermined IBM mainframe compatible host.
- Configuration must include at least 4 megabytes of memory.
- 20 19.2kbps half duplex SDLC links connecting 327X clusters
- 20 2.4 - 9.6kbps full duplex SDLC and Bisync links connecting 327X clusters, cross domain hosts and remote job entry (leased and dial-up).
- 20 2.4 - 9.6kbps half duplex SDLC and Bisync links connecting 327X clusters, cross domain hosts and remote job entry (leased and dial-up).
- 4 56 kbps full duplex SDLC links connecting 327X clusters
- Date of shipment of first unit sold of the model proposed.
- If used equipment is proposed, serial number must be specified. Later substitution will not be allowed.
- A list of consoles or other peripheral equipment must be included with user and installation documentation.
- Remote and local diagnostics availability must be documented in proposal, including any hardware and software required to support diagnostics.
- The following physical specifications:
 - Cabling: Power, channels, lines
 - Power consumption: BTU heat, KVA power
 - Physical dimensions and space requirements

A. General Instructions, Continued

- The proposal must include performance information based on manufacturer's study utilizing the IBM 3705 II as the base benchmark of having a performance value of 1.0. As an example, the Amdahl 4705 E, which the County currently operates, is rated by the manufacturer at 1.8 times the performance of the IBM 3705 II, and would therefore have a performance rating value of 1.8. Include documentation to substantiate performance rating for the unit proposed.
- Stipulate based on manufacturers performance testing the number of lines the proposed equipment can support as described below:

CHARACTERISTICS

- 19.2 kbps / FDX / SDLC / Multi-Point Application
- Boundary Network Node (BNN) to Channel Adaptor (CA) routing
- Interactive inquiry: 40 bytes in / 1000 bytes out
- 32 physical units (PUs) / line
- 2 messages / minute per physical unit (PU)
- Discuss the following upgrade options:
 - Adding additional links of each type as described under section III.A.5.a--configuration requirements.
 - Adding additional memory.
 - Upgrading to the next faster model of processor. Include this faster processor performance rating as benchmark to an IBM 3705-II and stipulate based on manufacturer's performance testing the number of lines this faster processor can support for characteristics as requested above.
 - Ability to attach token-ring networks.
- Include meantime between failures and average time to repair for the proposed unit.

A. General Instructions, Continued

b. Support section must include the following information and be readily recognizable, preferably in the order requested.

- Number of proposed units shipped by the manufacturer.
- Number of manufacturer hardware and software technicians trained to support the proposed unit working in the Portland metropolitan area. Stipulate how many are trained on hardware, software, or both.
- If the number of hardware technicians is two or less, stipulate the years of experience for each technician in maintaining the proposed equipment. This is not necessary if the number of hardware technicians exceeds two.
- Identify what spare parts will be inventoried in the Portland metropolitan area and which will be inventoried elsewhere. Identify where non-local parts will be inventoried, mode of delivery, and estimated delivery time to work site.
- If the proposed equipment requires preventative maintenance, identify the purpose and if the equipment will be out of service during the preventative maintenance.
- Two references of customers that have purchased the same equipment from vendor:

1. Customer Name

Address

Telephone Number

Contact

M U L T N O M A H C O U N T Y , O R E G O N

REQUEST FOR PROPOSAL, Continued

Page 18

A. General Instructions, Continued

2. Customer Name _____

Address _____

Telephone Number _____

Contact _____

c. Cost section must include the following information and be readily recognizable, preferably in the order requested.

- The County will consider purchasing the proposed equipment through a 48-month or 60-month financing. Finance costs will be included in the cost analysis. Provide the outright cost of the proposed equipment, the finance charge and the APR rate of interest.
- Provide the upgrade cost to:
 - Increase the number of 19.2 Kbps links to 30, the 2.4 - 9.6 Kbps links to 30 and the 56 Kbps links to 8.
 - Add an additional 4 megabytes of memory.
 - Upgrade to the next faster processor supporting the additional links and memory.
- The following expenses will be considered as part of the acquisition cost and are to be paid by bidder.

Cables, EIA, Channels, Power

FOB, Multnomah County, ISD

Manufacturer Installation

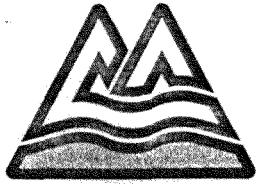
Manufacturer Certification for Maintenance, if necessary

- Proposal is to include the cost to contract with manufacturer for a term of 60 months 24/7 maintenance. ISD has been certified as eligible for IBM's CSA agreement for maintenance. Bidder must certify

A. General Instructions, Continued

proposed equipment is eligible for manufacturer's standard maintenance or will be made eligible for such at bidder's expense.

- Provide the schedule of classes and cost of any training required to operate proposed equipment.
- Include a copy of the most recent annual financial statement to satisfy requirement of "Statement of Bidder's Qualification" item II.A.1-2.



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 3, 1989

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

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held August 3, 1989, the following action was taken:

In the matter of ratification of an intergovern))
mental agreement between County Emergency Manage-))
ment Office and City of Cannon Beach, for Cannon))
Beach to provide an instructor for the Chemistry))
of Hazardous Materials class put on the County) R-1

Penny Malmquist, Director of the Office of Emergency Management, explained that Dave Rouse who has taught the class in the past is now a police officer for Cannon Beach and therefore the contract is with Cannon Beach.

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Bauman, it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Office of Emergency Management



MULTNOMAH COUNTY OREGON

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

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RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

August 3, 1989

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

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held August 3, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement between the City of Portland)
Parks & Recreation and the Youth Program Office)
whereby the City will receive \$6,733 for summer)
youth projects as designated by the North Port-)
land service fund allocation committee, for)
period July 1 to September 15, 1989 R-2)

Duane Zussy, Director of Human Services, stated that this contract is with the City of Portland. If the County had contracted directly with the three community providers, it would have been handled as a routine administrative matter through the Chair's Office.

Commissioner Kafoury stated that she thought the City of Portland Parks & Recreation had money in their budget and they would not be taking money from the County for the extended park hours.

Michael Morrissey, Youth Program Office Manager, asked if the issue concerned fees for youth getting into services.

Commissioners Kafoury and Anderson stated that the fees were a different issue but that the whole basis was that there were other ways the City of Portland could pay for the parks program out of the city funds.

Mr. Morrissey stated that it was his understanding on the fees issue that the city would come in and make the scholarship process more available and accessible.

Commissioners Kafoury and Anderson both replied that it was their understanding that the city had not done that.

Commissioner Kafoury responded that she thought the city had a pool of money set aside for the project and that it was for extended hours, not reduced fees.

Mr. Morrissey said he was directed to set up two separate planning groups for the North and Northeast areas.

Commissioner Kafoury said that while she was going to vote in favor of this matter today, she continues to be concerned about how money is transferred, and then funds and services provided accounted for.

Mr. Morrissey responded that after the Board informal meeting, his staff went back and talked again with Diane Feldt, who was chair of the North Service Fund Group, who has tried to distribute the monies in a way that would meet the Board's desires and reach the kids.

Margaret Bax, Commissioner Kafoury's staff assistant, said she had talked with Rich Gunderson from Parks Recreation yesterday regarding the city-wide scholarship program for kid's service centers.

Commissioner Kelley questioned that the written material stated that the focus of the energy of this project was to provide services to the children of Columbia Villa/Tamarack and that it seemed to be a much broader project.

Mr. Morrissey reviewed the contract and program process which has occurred over for the last two years and stated that the contract before the Board represents monies that were unspent from the prior year allocation carried over into this year to be spent along with the newly appropriated \$50,000. He also acknowledged that the problem seemed to be the city's partial follow-through, and asked the Board if they wanted him to follow through with the city and see what could be done to meet the Board's expectations.

Commissioner Kafoury explained that the least the city could do would be to renotify the agencies involved about this program in this last month of summer because this was part of the agreement with the city, or she offered that maybe the county could do it but the purpose was to let the kids know the program was there so it could be utilized.

Mr. Morrissey replied that he would be glad to do that.

Commissioner Anderson noted that she found the twelve-page contract with the City of Portland a great, tedious, bureaucratic boondoggle because the money could have been allocated by the county to the agencies that service the children directly instead of using an Intergovernmental Agreement.

Mr. Morrissey responded that the City of Portland had agreed to be the fiscal agent for the agencies and they have just been trying to honor that agreement.

Sandra Duffy, Deputy County Counsel, said that in order to dispense money between two governmental bodies, there must be an intergovernmental agreement.

Mr. Morrissey stated that some of the agencies involved were corporations and therefore were eligible to receive the money without a governmental agreement but Park and Recreation was not and so what happened was that he lumped all of them in the package together.

Commissioner Anderson withdrew her complaint based on the preceding statements but stated that she wanted to talk about the fee waiver. She felt that people who were unable or unwilling to fill out the forms were being denied access to University Park Center or the swimming pool and that was exactly the people who needed to be reached. She felt that there had to be a simpler method for dispensing the scholarship.

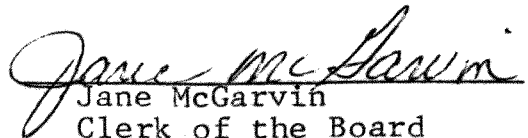
Commissioner Kafoury offered to speak to Portland City Commissioner Mike Lindberg whom she worked with on this in the spring, and at least get better access next year.

Upon motion of Commissioner Bauman, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Social Services

August 3, 1989

Liquor License application

)

Commissioner Bauman stated that he received an item for consideration by unanimous consent (approval of a liquor license). He stated he would be voting against giving the matter unanimous consent. As none of the other commissioners had received their copy, Commissioner Kafoury stated that she would sign it and put it on the agenda for next week.

DATE SUBMITTED 7/4/1989

AUG 3 1989
(For Clerk's Use)
Meeting Date 7/3/1989
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INTER GOVERNMENTAL AGREEMENT

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT EMERGENCY MANAGEMENT DIVISION ENVIRONMENTAL SERVICES

CONTACT TOM DAVIS TELEPHONE 255-3600 ext 280

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD PENNY MALMQUIST

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

AGREEMENT BETWEEN COUNTY AND CANNON BEACH FOR CANNON BEACH TO PROVIDE AN INSTRUCTOR FOR THE CHEMISTRY OF HAZARDOUS MATERIALS CLASS PUT ON BY THE COUNTY.

DAVE ROUSE HAS BEEN TEACHING THIS CLASS SINCE IT'S INCEPTION AND IS THE MOST QUALIFIED INSTRUCTOR AVAILABLE.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

☐ PERSONNEL
☒ FISCAL/BUDGETARY
☐ General Fund
☐ Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER [Signature]

BUDGET / PERSONNEL Kathleen Jones

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

OFFICE OF EMERGENCY MANAGEMENT
12240 N.E. GLISAN
PORTLAND, OREGON 97230
(503) 255-3600
PENNY G. MALMQUIST, DIRECTOR

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

M E M O R A N D U M

TO: PAUL YARBOROUGH
DES DIRECTOR

FROM: PENNY MALMQUIST
OEM MANAGER

DATE: July 12, 1989

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH CANNON BEACH

Enclosed is an intergovernmental agreement for your signature for placement on the agenda.

As you may recall this agreement is being made with Cannon Beach instead of Dave Rouse so that he does not have to take time off in order to teach our Chemistry of Hazardous Materials course.

If you have any questions regarding this agreement, I will be in the office on Friday and all next week.

Thank you.

DATE SUBMITTED 7/4/1989

(For Clerk's Use)
Meeting Date AUG 3 1989
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INTER GOVERNMENTAL AGREEMENT

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT EMERGENCY MANAGEMENT DIVISION ENVIRONMENTAL SERVICES

CONTACT TOM DAVIS TELEPHONE 255-3600 ext 280

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD PENNY MALMQUIST

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

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL


INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

☐ PERSONNEL
☒ FISCAL/BUDGETARY
☐ General Fund

☐ Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: 

BUDGET / PERSONNEL /

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

MULTNOMAH COUNTY OFFICE OF EMERGENCY MANAGEMENT

INTER-GOVERNMENTAL AGREEMENT

THIS CONTRACT, made and entered into as of the 5th day of September, 1989, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as "County"), and the City of Cannon Beach (hereinafter referred to as "Contractor").

WHEREAS, the County's Emergency Management Office Sheriff's Office requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor 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.

The term of this Agreement shall be from September 5, 1989, to and including September 15, 1989, unless sooner terminated under the provisions hereof.

2. Services.

Contractor shall provide Police Chief David Rouse to instruct the "Chemistry of Hazardous Materials" class.

3. Compensation.

- A. County agrees to pay the Contractor a maximum of \$3,000.00 per course for the performance of those services provided hereunder.
- B. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. Contractor is Independent Contractor.

- A. Contractor's services shall be provided under the general supervision of County's project director or his or her designee, but Contractor shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Paragraph 3 of this agreement.
- B. Each party is responsible for claims, causes of action for injury to persons or property arising out of the acts of their own officers, agents, or employees.

5. Early Termination.

- A. This Agreement may be terminated prior to the expiration of the agreed-upon terms:
1. By mutual written consent of the parties.
 2. By either party, effective upon delivery of written notice to other party by certified mail or in person.
- B. Payment of Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this Agreement.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or County which accrued prior to such termination.

6. Work is property of County.

All work performed by Contractor under this Agreement shall be the property of County.

7. Prohibited Interest.

No officer or employee of County during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

8. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

9. Integration.

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

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

MULTNOMAH COUNTY, OREGON

By Pauline Anderson
Gladys McCoy, Chair
Pauline Anderson
Vice-Chair

Date August 3, 1989

AS APPROVED TO FORM:

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

By [Signature]
1-AEMG Rev. 1/86

By _____

Contractor's Federal ID # _____

Date _____

ADDENDUM

The undersigned provider of goods, services or real estate space to Multnomah County hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax laws ascribed in ORS 305.380 (4).

Dated: _____

By: _____

1-AEMG

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date AUG 3 1989
Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA
Ratification of IGA-

Subject: City of Portland Parks & Recreation

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Susan Clark TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

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

Ratification of IGA between City of Portland Parks & Recreation and the Youth Program Office where by City will receive a net total of \$6,733 for summer youth projects as designated by the north portland service fund allocation committee. These services are funded with CGF for the period 7/1/89-9/15/89.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY - Revenue appropriated in T.A. DHS# 20.

☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (w)

BUDGET / PERSONNEL Thom S. Syer

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

1989 JUL 23 PM 2:24
MULTI-COUNTY
OREGON



GLADYS McCOY
COUNTY CHAIR

MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
YOUTH PROGRAM OFFICE
426 S.W. STARK ST., SIXTH FLOOR
PORTLAND, OREGON 97204
(503) 248-3565

JUVENILE
SERVICES
COMMISSION

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy (D)*
Director, Department of Human Services

FROM: Gary Smith *GS*
Director, Social Services Division

DATE: July 10, 1989

SUBJECT: Recommendation to Approve Intergovernmental Agreement with City of
Portland

RETROACTIVE STATUS: This Amendment is retroactive to July 1, 1989 due to the late receipt of and decisions for North Portland Service Fund expenditures.

RECOMMENDATION: Social Services Division recommends Board ratification of a Contract with the City of Portland/Parks and Recreation for the period July 1, 1989 through September 30, 1989.

ANALYSIS: This Contract addresses utilization of funds allocated to the North Portland Service fund. The planning/decision making process involved multiple community agencies in the process. The final decision for the use of funds occurred Friday, May 26, 1989. The three projects identified in this Agreement are scheduled to take place during July, August and September. The City of Portland will administer requests for TLC/TnT, Boys and Girls Club and the Park and Recreation program in order to provide services to children and youth living in Columbia Villa/Tamarack.

BACKGROUND: The North Portland Service Fund is part of the County's provision of services to the North/Northeast Portland area for productive summer activities for youth.

The revenue for this project was placed in the Youth Program Office in Technical Amendment DHS #20.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment # _____ to Contract # _____

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract
☐ Maintenance Agreement
☐ Licensing Agreement
☐ Construction

Amendment # _____ to Contract # _____

Contact Person Social Services Phone 248-3691 Date 7/10/89Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Awards \$6,733 in CGF service fund revenue for summer programs for youth.
Revenue appropriated via T.A. DHS #20.RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ FBE ☐ QRFContractor Name City of Portland Parks & Recreation-Attn: Dennis ChoquetteMailing Address 1120 SW 5th, Room 502Portland, OR 97204Phone 796-5107Employer ID# or SS# 93-6002236Effective Date July 1, 1989Termination Date September 15, 1989Original Contract Amount \$ 6,733Amount of Amendment \$ --Total Amount of Agreement \$ 6,733T.A. DHS # 20.

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$		<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/ DEC IND
		156	010	1530	YS01	6110		1509		\$ 6,733	
										\$	
										\$	
										\$	

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1989 TO: September 15, 1989
CONTRACTOR NAME: City of Portland Parks & Recreation TELEPHONE: 796-5107
ATTENTION: Dennis Choquette
CONTRACTOR ADDRESS: 1120 S. W. Fifth - Rm. 502 I.R.S. NUMBER: 93-6002236
Portland, Oregon 97204 TITLE XIX VENDOR #: NA
(if applicable)

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR in lump sum payment.

<u>Service Element</u>	<u>Source</u>	<u>Allotment</u>	<u>Maximum Total Payable</u>
TLC/TnT	CGF	Lump Sum	\$1,867
Boys & Girls Club	CGF	Lump Sum	\$1,866
Park & Recreation	CGF	Lump Sum	<u>\$3,000</u>
TOTAL			\$6,733

Lump sum reimbursement will be paid upon completion of projects.

YOUTH PROGRAM OFFICE GENERAL CONDITIONS

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified youth services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations including, if applicable, the Youth Service Center Standards and Guidelines. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, State Juvenile Services Commission, if applicable, and Federal Government, if applicable. CONTRACTOR agrees to maintain clinical and fiscal records consistent with applicable rules and regulations and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a part of the youth services system, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR 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. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or State, if applicable.

CONTRACTOR agrees to hold COUNTY and State, if applicable, harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and the State, if applicable, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain and at all times keep in effect a comprehensive liability insurance policy, issued by a company authorized to transact business in the State of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement.

In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees.

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

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to COUNTY and Single Audit Act standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502), COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

CONTRACTOR agrees to abide by procedures contained in Multnomah County Social Services Division Financial Procedures, dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Juvenile Services Commission, if applicable, State of Oregon Division of Audits, if applicable, to make such review of the records of the CONTRACTOR as COUNTY, State Juvenile Services Commission, if applicable, or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division and State Juvenile Services Commission, if applicable, to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures, dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contract funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State Juvenile Services Commission, if applicable, the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of COUNTY's receipt of executed contract; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify COUNTY in writing of the difference within six (6) months after end of contract year.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

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

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedures dated September, 1987.

Client Tracking System: CONTRACTOR agrees to prepare and furnish enrollment, service and termination information on Client Tracking System (CTS) forms for all clients when the service funded wholly or in part by COUNTY. CTS data shall be submitted by the 7th working day of each month, or in another manner as prescribed by the COUNTY. Forms shall be completed in accordance with the Oregon Youth Programs Client Tracking System Manual.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Social Services Division Subcontractors' Financial Procedures, dated September, 1987.

There shall be up-to-date accounting records for each service accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in the Social Services Division Financial Procedures, dated September, 1987.

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by Social Services Division Financial Procedures, dated September, 1987.

F. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures, dated September, 1987, and in accordance with OAR 309-13-020.

G. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of COUNTY and/or State, if applicable, funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated and fully documented.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State, if applicable, all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for youth services approved by COUNTY.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CTS is not required. The record shall contain client identification; problem assessment; treatment, service plan; medical information when appropriate; progress notes including termination summary and an evaluation instrument if designated by COUNTY. Records shall be retained for three years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIII. Amendment.

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

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

XXIV. Termination.

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

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

C. Immediate amendment or termination 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 CONTRACTOR to provide a service-element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

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

4. If the Agreement between COUNTY and the State Juvenile Services Commission, if applicable, for provision of youth services is terminated by the State for any reason.

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

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

XXV. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

SPECIAL CONDITION
PORTLAND PARKS AND RECREATION

1. \$1867 is to go to Tender Loving Care - Think and Try (TLC/TnT) to operate four one-week sessions during the month of August providing recreational activities, classroom work, self-esteem building, personal goal setting and team work to middle school youth living at Columbia Villa/Tamarack.
2. \$1866 goes to Boys and Girls Club to provide fees, transportation and support to recreational programs for youth 14 and under attending activities held at University Park Community Center.
3. \$3000 goes to Portland Park and Recreation in order to fund one (1) F.T.E. and structured activities at University Park Community Center.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director

_____ Date

By Michael Munsey
Program Manager

7-10-89
Date

By _____
Agency Board Chairperson

_____ Date

By Gary W. Smith
Social Services Division
Director

7-11-89
Date

By Pauline Anderson
Gladys McCopy
Multnomah County Chair
Pauline Anderson
Vice-Chair

8-3-89
Date

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By _____
Deputy County Counsel

_____ Date

SUPPLEMENTAL AGENDA

THURSDAY, AUGUST 3, 1989

REQUEST UNANIMOUS CONSENT TO CONSIDER THE FOLLOWING MATTER:

R-3 Liquor License applications submitted by Sheriff's Office
with recommendation that same be approved as follows:
Tankard to 4-Aces, 15826 SE Division (RMB, change of
ownership)



Multnomah County Sheriff's Office

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

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBERT G. SKIPPER
Sheriff

DATE: July 24, 1989

SUBJECT: LIQUOR LICENSE RENEWAL

Attached is the Retail Malt Beverage (change of ownership) liquor license renewal for the 4-Aces, 15826 SE Division, Portland. The applicant Robert Studwell has no criminal record and I recommend that the application be approved.

RGS/slr/19-AINT

Attachment