



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

REVISED 04/07/09

BOARD OF COMMISSIONERS

Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093
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Clerk (503) 988-3277 or Assistant Board Clerk (503)
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TDD number (503) 823-6868, for information on
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APRIL 7 & 9, 2009

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Briefing on Multnomah County Federal Stimulus Coordination
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Thursday Briefing on SAP Audit
Pg 3& 4	9:55 a.m. Thursday Notices of Intent to Apply for US Department of Justice, Office of Community Oriented Policing Services Grants as Part of the COPS Hiring Recovery Program
Pg 4	10:10 a.m. Thursday Proclaiming April 12 through 18, 2009 NATIONAL LIBRARY WEEK in Multnomah County, Oregon
Pg 4	10:50 a.m. Thursday Ninth Annual Public Health Heroes Celebration

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Tuesday, April 7, 2009 - 7:30 AM to 9:30 AM
Multnomah Building, Third Floor Conference Room 315
501 SE Hawthorne Boulevard, Portland

LOCAL PUBLIC SAFETY COORDINATING COUNCIL EXECUTIVE COMMITTEE MEETING

A quorum of the Multnomah County Board of Commissioners *may* be attending the Local Public Safety Coordinating Council Executive Committee meeting. This meeting is open to the public. For agenda topics and/or further information, contact LPSCC Executive Director Carol Wessinger at 503 988-5894.

Tuesday, April 7 2009 - 9:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-1 Briefing on Multnomah County Federal Stimulus Coordination. Presented by Tom Rinehart, Peggidy Yates, Karen Schilling, Carol Ford, Peter Ozanne, Rod Underhill, Monte Reiser, Steve Suo, Becky Cobb, Joanne Fuller, Truls Neal, Gary Wholers and Keith Johnson. 90 MINUTES REQUESTED.
-

Thursday, April 9, 2009 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF COMMUNITY JUSTICE**

- C-1 RESOLUTION Establishing Fees and Charges for Chapter 17, Community Justice, of the Multnomah County Code and Repealing Resolution No. 09-027 [*This is a housekeeping resolution to correct an incorrect date stated in Resolution 09-027 on March 12, 2009, correcting the effective date to July 1, 2009 instead of July 1, 2010*]

SHERIFF'S OFFICE

- C-2 Government Contract Amendment (190 Agreement) 0405119-3 with the City of Gresham to Continue the Combined Special Emergency Response Team (SERT)
- C-3 Amendment 3 to Government Revenue Agreement 0607003 with the U.S. Department of Agriculture, Forest Service, for Summer Patrols of Forest Service Lands

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

AUDITOR'S OFFICE – 9:30 AM

- R-1 Briefing on SAP Audit. Presentations by Craig M. Stroud, Interim Auditor, Sarah Landis, Deputy Auditor, Mark Ulanowicz, Principal Auditor, Carol Ford, Department of County Management Director, Mindy Harris CFO and Satish Nath, Program Manager. 15 MINUTES REQUESTED.

DEPARTMENT OF COMMUNITY JUSTICE / SHERIFF'S OFFICE – 9:45 AM

- R-2 NOTICE OF INTENT to Apply for the U.S. Department of Justice “Second Chance Act Prisoner Reentry Initiative Grant” in the Amount of \$750,000

SHERIFF'S OFFICE – 9:50 AM

- R-3 BUDGET MODIFICATION MCSO-08 Appropriating \$25,000 from the Bulletproof Vest Partnership Program to the Sheriff's Office for the Purchase of Bulletproof Vests
- R-4 NOTICE OF INTENT to Apply to the US Department of Justice, Office of Community Oriented Policing Services Grant as Part of the COPS Hiring Recovery Program [Program Offer 60067A: MCSO Special Investigations Unit]
- R-5 NOTICE OF INTENT to Apply to the US Department of Justice, Office of Community Oriented Policing Services Grant as Part of the COPS Hiring

Recovery Program [Program Offer 60068B: MCSO Warrant Task Force, Offer B]

- R-6 NOTICE OF INTENT to Apply to the US Department of Justice, Office of Community Oriented Policing Services Grant as Part of the COPS Hiring Recovery Program [Program Offer 60066B: MCSO Detectives and CAT and Program Offer 60072A: MCSO Gang Task Force]

DEPARTMENT OF LIBRARY SERVICES – 10:10 AM

- R-7 PROCLAMATION Proclaiming April 12 through 18, 2009 NATIONAL LIBRARY WEEK in Multnomah County, Oregon

DEPARTMENT OF COUNTY HUMAN SERVICES – 10:15 AM

- R-8 NOTICE OF INTENT to Apply for a Department of Justice Office on Violence Against Women Transitional Housing American Recovery and Reinvestment Act of 2009 Grant

DEPARTMENT OF HEALTH – 10:20 AM

- R-9 NOTICE OF INTENT to Submit a Grant Request to the Health Resources and Services Administration to Support Capital Improvements to Health Facilities in Response to an Upcoming Announcement under the American Recovery and Reinvestment Act of 2009
- R-10 NOTICE OF INTENT to Submit an \$854,098 Grant Request to the Health Resources and Services Administration to Support the Increased Demand for Health Services Initiative

DEPARTMENT OF COMMUNITY SERVICES – 10:30 AM

- UC-1 Intergovernmental Revenue Agreement 0809195 with the Oregon Department of Transportation for NE Halsey Street and SE Stark Street Sidewalks in Multnomah County Utilizing Funds from the American Recovery and Reinvestment Act of 2009

DEPARTMENT OF HEALTH – 10:40 AM

- UC-2 PROCLAMATION Proclaiming April 6th through April 12th, 2009 Public Health Awareness Week in Multnomah County, Oregon, which this Year Highlights the theme Building a Foundation for a Healthy America

**R-11 Multnomah County's NINTH ANNUAL PUBLIC HEALTH HEROES
CELEBRATION. Presented by Lillian Shirley, Health Department Director.
60 MINUTES REQUESTED.**

Resolution No. 07-014 Adopting Rules for Board Meetings (Board Rules)

SECTION 6. UNANIMOUS CONSENT

- A. The Board may act on an item not on the agenda notice if at least three Commissioners vote in favor of a motion to immediately consider the matter.
- B. For the matter to be adopted, all Commissioners present must vote in favor of the matter.

AFTER AGENDA ITEM R-10:

SCRIPT FOR TWO (2) UNANIMOUS CONSENT ITEMS

***MAY I HAVE A MOTION TO CONSIDER TWO
UNANIMOUS CONSENT ITEMS?***

***COMMISSIONER_____MOVES
COMMISSIONER_____SECONDS
APPROVAL OF CONSIDERATION OF TWO
UNANIMOUS CONSENT ITEMS***

***ALL IN FAVOR, VOTE AYE, OPPOSED____?
THE MOTION FAILS
OR
THE CONSIDERATION IS APPROVED***

DEPARTMENT OF COMMUNITY SERVICES – 10:30 AM

UC-1 Intergovernmental Revenue Agreement 0809195 with the Oregon Department of Transportation for NE Halsey Street and SE Stark Street Sidewalks in Multnomah County Utilizing Funds from the American Recovery and Reinvestment Act of 2009

***COMMISSIONER_____MOVES
COMMISSIONER_____SECONDS
APPROVAL OF UC-1***

***BRIAN VINCENT, PE, COUNTY ENGINEER,
EXPLANATION, RESPONSE TO QUESTIONS***

OPPORTUNITY FOR PUBLIC TESTIMONY

**OPPORTUNITY FOR BOARD COMMENTS
ALL IN FAVOR, VOTE AYE, OPPOSED ____?**

**THE MOTION FAILS
OR
THE AGREEMENT IS APPROVED**

DEPARTMENT OF HEALTH – 10:40 AM

UC-2 PROCLAMATION Proclaiming April 6th through April 12th, 2009 Public Health Awareness Week in Multnomah County, Oregon; and Presentation of Multnomah County's Annual Public Health Heroes Celebration

**COMMISSIONER _____ MOVES
COMMISSIONER _____ SECONDS
APPROVAL OF UC-2**

**HEALTH DIRECTOR LILLIAN SHIRLEY AND
INVITED OTHERS EXPLANATION AND READING
OF PROCLAMATION, RESPONSE TO
QUESTIONS, IF ANY**

OPPORTUNITY FOR PUBLIC TESTIMONY

OPPORTUNITY FOR BOARD COMMENTS

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE MOTION FAILS
OR
THE PROCLAMATION IS ADOPTED**

R-11 Multnomah County's NINTH ANNUAL PUBLIC HEALTH HEROES CELEBRATION. Presented by Lillian Shirley, Health Department Director. 60 MINUTES REQUESTED.

**NON-VOTING ITEM. AWARDS PRESENTATION.
RECEPTION IN CONFERENCE ROOM 112
AFTERWARD.**



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MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

ALL MEETINGS ARE OPEN TO THE PUBLIC

Public testimony will be taken at the public hearings listed in red (*italic*) below. Unless otherwise noted, all sessions will be held in the Multnomah Building, First Floor Commissioners Boardroom 100, 501 SE Hawthorne, Portland.

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Thursday, April 23

9:30 a.m. to 12:00 p.m.

***Chair Ted Wheeler's Executive Budget Message
Public Hearing and Consideration of Resolution
Approving the Chair's Proposed Fiscal Year 2009
Budget for Submittal to the Tax Supervising and
Conservation Commission as Required by ORS
294.421***

CABLE PLAYBACK INFO:

Thursday, April 23 - 9:30 AM, (LIVE) Channel 29

Saturday, April 25 - 10:00 AM, Channel 30

Sunday, April 26 - 11:00 AM, Channel 30

(↑ Portland & East County)

Tuesday, April 28 - 8:15 PM, Channel 29

(↑ East County Only)

Tuesday, April 28

9:00 a.m. to 12:00 p.m.

1:00 p.m. to 4:00 p.m.

**General Government Board Work Session
General Government Board Work Session**

Thursday, April 30

10:00 a.m. to 12:00 p.m.

2009-2010 Capital Budget Work Session

CABLE PLAYBACK INFO:

Thursday, April 30 - 10:00 AM LIVE Channel 29

Saturday, May 2 - 10:00 AM Channel 30

Sunday, May 3 - 11:00 AM Channel 30

(↑ Portland & East County)

Tuesday, May 5 - 8:15 PM Channel 29

(↑ East County Only)

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Tuesday, May 5

10:00 a.m. to 12:00 p.m.

Health & Human Services Budget Work Session

Tuesday, May 5

6:00 p.m. to 8:00 p.m.

Public Hearing on the 2009-2010 Multnomah County Budget, North Portland Library, Second Floor Meeting Room, 512 North Killingsworth Street, Portland

Wednesday, May 6

10:00 a.m. to 12:00 p.m.

Health & Human Services Budget Work Session

Thursday, May 7

9:30 a.m.

Public Hearing and Consideration of Approval of the 2009-2010 Dunthorpe Riverdale Sanitary Service District No. 1 Proposed Budget for Submittal to Tax Supervising and Conservation Commission

Thursday, May 7

9:40 a.m.

Public Hearing and Consideration of Approval the 2009-2010 Mid-County Street Lighting Service District No. 14 Proposed Budget for Submittal to Tax Supervising and Conservation Commission

CABLE PLAYBACK INFO:

Thursday, May 7 - 9:30 AM LIVE Channel 29

Saturday, May 9 - 10:00 AM Channel 30

Sunday, May 10 - 11:00 AM Channel 30

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MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

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Tuesday, May 12 - 8:15 PM Channel 29
(± East County Only)

Tuesday, May 12

9:00 a.m. to 12:00 p.m.

1:00 p.m. to 3:00 p.m.

Public Safety Budget Work Session

Public Safety Budget Work Session

Wednesday, May 13

6:00 p.m. to 8:00 p.m.

Public Hearing on the 2009-2010 Multnomah County Budget, Multnomah County East Building, Sharron Kelley Conference Room, 600 NE 8th Street, Gresham

Mon, May 18

6:00 p.m. to 8:00 p.m.

Public Hearing on the 2009-2010 Multnomah County Budget, Hosted by Coalition of Communities of Color at the Immigrant and Refugee Community Organization (IRCO) Gymnasium, 10301 NE Glisan, Portland

Tuesday, May 19

9:00 a.m. to 12:00 p.m.

Administrative Review Work Session

Wednesday, May 20

9:00 a.m. to 12:00 p.m.

If Needed

Budget Work Session Follow Up & Amendments

Tuesday, May 26

9:00 a.m. to 12:00 p.m.

If Needed

Budget Work Session Follow Up & Amendments

Tuesday, May 26

MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

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6:00 p.m. to 8:00 p.m.

Public Hearing on the 2009-2010 Multnomah County Budget, Multnomah Building, Commissioners Boardroom

**Wednesday, May 27
9:00 a.m. to 12:00 p.m.**

**If Needed
Budget Work Session Follow Up & Amendments**

**Wednesday, May 27
11:00 a.m. to 12:00 p.m.**

Tax Supervising and Conservation Commission Public Hearings on the Multnomah County 2009 Supplemental Budget and the 2010 Approved Budget

**Tuesday, June 2
9:00 a.m. to 12:00 p.m.**

Budget Work Session Follow Up & Amendments

**Thursday, Jun 4
9:30 a.m.**

Public Hearing and Resolution Adopting the 2009-2010 Budget for Multnomah County Pursuant to ORS 294

CABLE PLAYBACK INFO:

Thursday, June 4 - 9:30 AM LIVE Channel 29

Saturday, June 6 - 10:00 AM Channel 30

Sunday, June 7 - 11:00 AM Channel 30

(↑ Portland & East County)

Tuesday, June 9 - 8:15 PM Channel 29

(↑ East County Only)

MULTNOMAH COUNTY 2009-2010 BUDGET WORK SESSIONS AND HEARINGS

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Thursday, June 11
9:30 a.m.

Public Hearing and Resolution Adopting the 2009-2010 Budget for Dunthorpe Riverdale Sanitary Service District No. 1 and Making Appropriations

Thursday, June 11
9:40 a.m.

Public Hearing and Resolution Adopting the 2009-2010 Budget for Mid-County Street Lighting Service District No. 14 and Making Appropriations

CABLE PLAYBACK INFO:

Thursday, June 11 - 9:30 AM LIVE Channel 29

Saturday, June 13 - 10:00 AM Channel 30

Sunday, June 14 - 11:00 AM Channel 30

(↑ Portland & East County)

Tuesday, June 16 - 8:15 PM Channel 29

(↑ East County Only)



Ted Wheeler, Multnomah County Chair

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Email: mult.chair@co.multnomah.or.us

MEMORANDUM

TO: Commissioner Deborah Kafoury
Commissioner Jeff Cogen
Commissioner Judy Shiprack
Commissioner Diane McKeel
Clerk of the Board Deb Bogstad

FROM: Tara Bowen-Biggs Staff Assistant to Chair Ted Wheeler

DATE: March 18, 2009

RE: Board Meeting Excuse Memo

Chair Wheeler will be unable to attend the April 9, 2009 Board Meeting. He will be out of town.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 03/25/09

RESOLUTION Establishing Fees and Charges for Chapter 17, Community Justice, of the Multnomah County Code and Repealing Resolution No. 09-027 *[This is a housekeeping resolution to correct an incorrect date stated in Resolution 09-027 on March 12, 2009, correcting the effective date to July 1, 2009 instead of July 1, 2010]*

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: N/A
Department: Dept. of Community Justice Division: Juvenile Services Division - Family Court Services
Contact(s): Janice Ashe
Phone: 503-988-3189 Ext. 22195 I/O Address: 101/3/350
Presenter(s): Consent Calendar

General Information

- What action are you requesting from the Board?
Approval of the attached resolution correcting errors in Resolution 09-027.
- Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.
This resolution corrects the effective dates for the domestic relations fee increases (Section 17.101) that were approved by Resolution 09-027 adopted on March 12, 2009 and effective July 1, 2009. The increases were meant to go into effect commencing July 1, 2009 (FY10).
- Explain the fiscal impact (current year and ongoing).
N/A
- Explain any legal and/or policy issues involved.
N/A
- Explain any citizen and/or other government participation that has or will take place.
N/A

Required Signature

Elected Official or
Department/
Agency Director:

Date: 3/25/2009

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for Chapter 17, Community Justice, of the Multnomah County Code and Repealing Resolution No. 09-027

The Multnomah County Board of Commissioners Finds:

- a. Chapter 17, Community Justice, of the Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. On March 12, 2009, the Board adopted Resolution 09-027 updating the fees for MCC Chapter 17.
- c. It is necessary to revise the domestic relations filing fees Section 17.101 to correct the effective dates for those fee increases.
- d. All other fees established by Resolution 09-027 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 17, Community Justice, of the Multnomah County Code are set as follows:

Section 17.003. ALTERNATIVE COMMUNITY SERVICE; FEE.

Multnomah County community corrections shall charge a fee of \$35.00 to any offender sentenced to a community service sentence of 40 hours or more. In the case of documented indigence, the fee shall be waived. All fees collected under this section shall be used to fund services provided by the alternative community service program. An offender under obligation to repay may petition the sentencing court for waiver of the fee under conditions of manifest hardship. No offender may be held in contempt for failure to pay if the default is not attributable to intentional refusal to pay.

Section 17.100. CONCILIATION SERVICE FEE.

A fee of \$10.00 shall be charged for the issuance of a marriage license or registering a Declaration of Domestic Partnership under the Oregon Family Fairness Act in addition to the fees prescribed in ORS 205.320. Fees collected pursuant to this section shall be used to finance the cost of conciliation services provided under ORS 107.510 to 107.610.

Section 17.101. DOMESTIC RELATIONS SUIT; FILING FEE.

(A) The Multnomah County portion of the fee for filing a domestic relations suit in the circuit court of Multnomah County shall be:

Annulment or Separation, Dissolution, Filiation, Custody or Support of a Child or Modification:	7/1/2009— 6/30/2010	7/1/2010— 6/30/2011	7/1/2011— 6/30/2012	7/1/2012— 6/30/2013
Filing	\$224	\$237	\$252	\$267
Response	\$112	\$119	\$126	\$133
Expedited parenting time enforcement petition:				
Filing	\$46	\$49	\$52	\$55
Response	\$56	\$59	\$63	\$67

Total receipts from these filings shall be utilized to fund conciliation and mediation services provided by the family court services division.

(B) A child custody evaluation case-opening fee shall be assessed in domestic relations suits in the circuit court of Multnomah County involving minor children, at the time court ordered custody investigation is instituted. Both parties to the suit are responsible for payment of the fee. The fee may be assessed as costs at the time of the decree and shall be:

Child Custody Evaluation Case-Opening Fee	7/1/2009— 6/30/2010	7/1/2010— 6/30/2011	7/1/2011— 6/30/2012	7/1/2012— 6/30/2013
	\$168	\$178	\$189	\$200

(1) Total receipts from the case-opening fee shall be utilized to fund the Family Court Services Division. Persons eligible for legal aid counsel may have the custody evaluation case-opening fee deferred, upon application to and approval of the director of Family Court Services, or that person's designee.

(2) The director of Family Court Services shall establish written criteria to be used in reviewing application for fee deferral, consistent with local court rules regarding deferral of filing fees.

Section 17.102. PARENTING EDUCATION PROGRAM; FEE FOR PARTICIPATION.

(A) A fee of \$70.00 shall be collected from each parent participating in the parenting education program of the Department of Community Justice, Family Court Services. However, if registration occurs within 60 days of the date of filing an action, or 60 days after service is received, the fee shall be reduced to \$55.00.

Program attendance may be rescheduled as follows:

- if notice is given at least 24 hours prior to the start of the registered program, no additional fee is assessed;
- if less than 24 hours notice is given, a \$25.00 rescheduling fee is assessed.

- if no notice is given, the rescheduling fee is \$70.00.

Fees collected pursuant to this section shall be used to finance the cost of the Parent Education Program.

(B) The Department of Community Justice, Family Court Services shall establish policy and procedures whereby persons who are in financial difficulty may apply for a deferral of the fee, a waiver of the fee, or both.

2. SUPERVISION FEE. The Supervision Fee set by the County, as the supervising community corrections program under OAR 255-065-0020, is \$35.00.
3. INTERSTATE COMPACT APPLICATION FEE. The Application Fee set by the County for each transfer application prepared under the Interstate Compact for Adult Offender Supervision (OAR 291-180-0465), is \$50.
4. Resolution 09-027 is repealed and this resolution takes effect on July 1, 2009.

ADOPTED this 9th day of April 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Scott Taylor, Director of the Department of Community Justice

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-035

Establishing Fees and Charges for Chapter 17, Community Justice, of the Multnomah County Code and Repealing Resolution No. 09-027

The Multnomah County Board of Commissioners Finds:

- a. Chapter 17, Community Justice, of the Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. On March 12, 2009, the Board adopted Resolution 09-027 updating the fees for MCC Chapter 17.
- c. It is necessary to revise the domestic relations filing fees Section 17.101 to correct the effective dates for those fee increases.
- d. All other fees established by Resolution 09-027 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 17, Community Justice, of the Multnomah County Code are set as follows:

Section 17.003. ALTERNATIVE COMMUNITY SERVICE; FEE.

Multnomah County community corrections shall charge a fee of \$35.00 to any offender sentenced to a community service sentence of 40 hours or more. In the case of documented indigence, the fee shall be waived. All fees collected under this section shall be used to fund services provided by the alternative community service program. An offender under obligation to repay may petition the sentencing court for waiver of the fee under conditions of manifest hardship. No offender may be held in contempt for failure to pay if the default is not attributable to intentional refusal to pay.

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Filing	\$224	\$237	\$252	\$267
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Total receipts from these filings shall be utilized to fund conciliation and mediation services provided by the family court services division.

(B) A child custody evaluation case-opening fee shall be assessed in domestic relations suits in the circuit court of Multnomah County involving minor children, at the time court ordered custody investigation is instituted. Both parties to the suit are responsible for payment of the fee. The fee may be assessed as costs at the time of the decree and shall be:

Child Custody Evaluation Case-Opening Fee	7/1/2009— 6/30/2010	7/1/2010— 6/30/2011	7/1/2011— 6/30/2012	7/1/2012— 6/30/2013
	\$168	\$178	\$189	\$200

(1) Total receipts from the case-opening fee shall be utilized to fund the Family Court Services Division. Persons eligible for legal aid counsel may have the custody evaluation case-opening fee deferred, upon application to and approval of the director of Family Court Services, or that person's designee.

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- if notice is given at least 24 hours prior to the start of the registered program, no additional fee is assessed;
- if less than 24 hours notice is given, a \$25.00 rescheduling fee is assessed.

- if no notice is given, the rescheduling fee is \$70.00.

Fees collected pursuant to this section shall be used to finance the cost of the Parent Education Program.

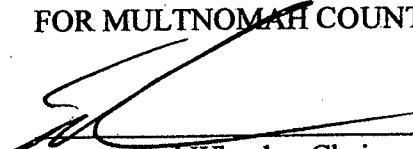
(B) The Department of Community Justice, Family Court Services shall establish policy and procedures whereby persons who are in financial difficulty may apply for a deferral of the fee, a waiver of the fee, or both.

2. **SUPERVISION FEE.** The Supervision Fee set by the County, as the supervising community corrections program under OAR 255-065-0020, is \$35.00.
3. **INTERSTATE COMPACT APPLICATION FEE.** The Application Fee set by the County for each transfer application prepared under the Interstate Compact for Adult Offender Supervision (OAR 291-180-0465), is \$50.
4. Resolution 09-027 is repealed and this resolution takes effect on July 1, 2009.

ADOPTED this 9th day of April 2009.

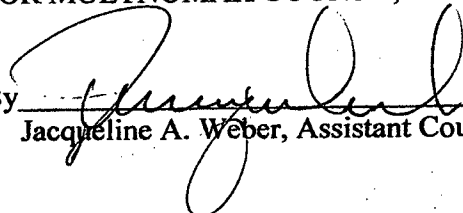


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Scott Taylor, Director of the Department of Community Justice



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 03/31/09

Agenda Title: Government Contract Amendment (190 Agreement) 0405119-3 with the City of Gresham to Continue the Combined Special Emergency Response Team (SERT)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: N/A
Department: Sheriff's Office Division: Enforcement
Contact(s): Brad Lynch
Phone: 503-988-4336 Ext. 84336 I/O Address: 503/350
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

Approval of government contract amendment 0405119-3.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Gresham Police Department and the Multnomah County Sheriff's Office combine resources for a Special Emergency Response Team. The team responds to high risk and tactical incidents within the City of Gresham and unincorporated Multnomah County, including County correctional facilities. SERT includes the tactical unit (SWAT) and crisis negotiators. The Gresham Police and Multnomah County Sheriff's Office have had a combined SERT unit dating back to at least 1996. This amendment will extend the agreement until October 31, 2009.

3. Explain the fiscal impact (current year and ongoing).

The Sheriff's Office will contribute team members to the SERT unit, and must provide their members with uniforms, weapons, and other specialized equipment. The Sheriff's Office must also pay for any specialized training necessary for their team members. The Sheriff's Office must reimburse the Gresham Police Department for proportionate costs incurred for training sites, ammunition, chemical agents, and other expendables. Sheriff's Office costs for participating in the

SERT team have been anticipated and are included in it's budgets.

4. Explain any legal and/or policy issues involved.

None.

5. Explain any citizen and/or other government participation that has or will take place.

None other than those stated above.

Required Signature

**Elected Official or
Department/
Agency Director:**

/s/ Bob Skipper / L.A.

Date: 03/24/09

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0405119 / 46-6259

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached

Amendment #: 3

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Personal Services Contract PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input checked="" type="checkbox"/> Expenditure Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement <input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Sheriff's Office

Division/

Program: Enforcement

Date: 03/10/09

Originator: Chief Deputy Timothy Moore

Phone: 503-988-4300

Bldg/Room: 503/350

Contact: Brad Lynch

Phone: 503-988-4336

Bldg/Room: 503/350

Description of Contract : Amendment extending the term of an intergovernmental agreement to maintain a SERT tactical unit.

RENEWAL: ☒ PREVIOUS CONTRACT #(S) 0210036, 800766

EEO Exhibit 5 required if amount over \$75k

PROCUREMENT
EXEMPTION OR
CITATION # 46-0130(1)(f)

ISSUE
DATE:

EFFECTIVE
DATE:

END
DATE:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	City of Gresham			Remittance address (If different)	
Address	1333 NW Eastman Parkway				
City/State	Gresham, Oregon			Payment Schedule / Terms:	
ZIP Code	97030			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone	503-661-3000			<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Contract Effective Date	11/01/04	Term Date	10/31/08	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	11/01/08	New Term Date	10/31/09		
Original Contract Amount	\$ 8,400.00			Original PA/Requirements Amount	\$
Total Amt of Previous Amendments	\$ 8,400.00			Total Amt of Previous Amendments	\$
Amount of Amendment	\$ 4,200.00			Amount of Amendment	\$
Total Amount of Agreement \$	\$ 21,000.00			Total PA/Requirements Amount	\$

REQUIRED SIGNATURES:

Department Manager

DATE

County Attorney

DATE 4/7/09

CPCA Manager

DATE

County Chair

DATE 04/07/09

Sheriff

DATE 3/24/09

Contract Administration

DATE

COMMENTS:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

**INTERGOVERNMENTAL AGREEMENT AMENDMENT
CITY OF GRESHAM CONTRACT # 2154
Amendment #3**

This Intergovernmental Agreement Amendment is entered into by and between the City of Gresham (City), a municipal corporation of the State of Oregon and the Multnomah County Sheriff's Office (MCSO) and amends that contract dated November 1, 2004, amended November 1, 2006, and amended November 1, 2007.

Whereas the City and MCSO desire to amend the Intergovernmental Agreement for the following reason:

1. Renew the intergovernmental agreement for one year.

Now, therefore, it is hereby agreed that the Intergovernmental Agreement is amended as follows:

Section # 1: TERM

The term of this agreement shall be from November 1, 2008 to October 31, 2009 unless terminated under the provisions of the intergovernmental agreement.

In all other respects, the Intergovernmental Agreement shall remain in full force and effect.

MULTNOMAH COUNTY

By: Bob Skipper
Robert Skipper, Sheriff

Date: 3/24/09

By: [Signature]
Ted Wheeler, County Chair

Date: 04/07/09

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 04.09.09
DEBORAH L. BOGSTAD, BOARD CLERK

APPROVED AS TO FORM:

By: [Signature]
County Counsel

Date: 4/7/09

CITY OF GRESHAM

By: [Signature]
Craig Junginger, Chief of Police

Date: 2-26-09

By: [Signature]
Shane T. Bernis, Mayor

Date: 2/25/09

By: [Signature]
Erik Kvarsten, City Manager

Date: 2/25/09

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Date: 2/2/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 03/31/09

Amendment 3 to Government Revenue Agreement 0607003 with the U.S.
Agenda Title: Department of Agriculture, Forest Service, for Summer Patrols of Forest Service Lands

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: N/A
Department: Sheriff's Office Division: Enforcement
Contact(s): Brad Lynch
Phone: 503-988-4336 Ext. 84336 I/O Address: 503/350
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

Approval of government revenue contract amendment 0607003-3.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The U. S. Forest Service will reimburse the Sheriff's Office for patrols on Forest Service lands within the Columbia River Gorge National Scenic Area and the Zigzag River Ranger District. The patrols include National Forest day use areas, campgrounds, vehicle parking areas, and trailheads. Patrol activity begins May 22, 2009 and ends September 9, 2009.

3. Explain the fiscal impact (current year and ongoing).

The Forest Service will reimburse the Sheriff's Office based on an hourly rate, with a maximum payment of \$34,500.00. This revenue has been anticipated and is included in the budgets for fiscal year 09 and 10.

4. Explain any legal and/or policy issues involved.

The contract amendment has been reviewed by the County Attorney's office.

5. Explain any citizen and/or other government participation that has or will take place.

None, other than those described above.

Required Signature

**Elected Official or
Department/
Agency Director:**

/s/ Bob Skipper / L.A.

Date: 03/25/09

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0607003

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached

Amendment #: 3

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Sheriff's Office
 Originator: Captain Brett Elliott
 Contact: Brad Lynch

Division/
 Program: Enforcement
 Phone: 503-255-3600
 Phone: 503-988-4336

Date: 03/24/09
 Bldg/Room: 313
 Bldg/Room: 503/350

Description of Contract: Amendment to extend the term of an intergovernmental agreement for patrol services of Forest Service lands.

RENEWAL: ☒ PREVIOUS CONTRACT #(S)

EEO Exhibit 5 required if amount over \$75k

PROCUREMENT
 EXEMPTION OR 46-0430(1)(f)
 CITATION #

ISSUE
 DATE:

EFFECTIVE
 DATE:

END
 DATE:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	USDA, Forest Service			Remittance address (If different)	
Address	16400 Champion Way				
City/State	Sandy, OR			Payment Schedule / Terms:	
ZIP Code	97055			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone	503-668-1789			<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Contract Effective Date	06/01/06	Term Date	02/28/09	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	03/01/09	New Term Date	02/28/10		
Original Contract Amount	\$ 30,000.00			Original PA/Requirements Amount	\$
Total Amt of Previous Amendments	\$ 64,500.00			Total Amt of Previous Amendments	\$
Amount of Amendment	\$ 34,500.00			Amount of Amendment	\$
Total Amount of Agreement \$	\$ 129,000.00			Total PA/Requirements Amount	\$

REQUIRED SIGNATURES:

Department Manager

DATE

County Attorney

DATE 4/7/09

CPCA Manager

DATE

County Chair

DATE 04/07/09

Sheriff

DATE 3/25/09

Contract Administration

DATE

COMMENTS:

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 04/09/09

DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A
2009
FINANCIAL AND OPERATING PLAN
between
MULTNOMAH COUNTY SHERIFF'S OFFICE
PORTLAND, OREGON
and
USDA FOREST SERVICE, MT. HOOD NATIONAL FOREST
SANDY, OREGON
USDA FOREST SERVICE, COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
HOOD RIVER, OREGON

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Multnomah County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Columbia River Gorge National Scenic Area and the Mt. Hood National Forest, herein after referred to as Forest Service, under the provisions of Cooperative Agreement # 06-LE-11060600-775 executed on July 25, 2006.

This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning March 1, 2009 and ending February 28, 2010.

I. GENERAL:

A. Assign a Deputy Sheriff, fully equipped and with motor vehicles to patrol National Forest System lands within the Columbia River Gorge National Scenic Area and the Zigzag River Ranger District. The patrols will concentrate on National Forest day use areas, campgrounds, vehicle parking areas, trailheads and other more dispersed recreation areas.

Both the Cooperator and the Forest Service approve the Deputy assigned to work under the provisions of this Agreement.

The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Designated Representatives:

Brett Elliot
Captain
Multnomah County
12240 NE Glisan St.
Portland, OR 97230
(503) 251-2410

Andrew Coriell
Patrol Captain
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
(503) 668-1789

Alternate Representatives:

*Jason Gates, Lieutenant
Multnomah County
12240 NE Glisan St.
Portland, OR 97230
(503) 255-3600*

*Maria Grevstad, Administrative and Legal Assistant
Law Enforcement and Investigations
16400 Champion Way
Sandy, OR 97055
(503) 668-1625*

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise: \$68.41 per hours, with an overtime rate of \$88.02.

C. The total amount to be paid under the terms of this operating plan cannot exceed \$34,500.00.

Any remaining funds not expended from the 2008 Operating Plan will remain available until February 28, 2010. After February 28, 2010, any remaining funds from the 2008 Financial and Operating Plan will become unavailable and will be deobligated by the Forest Service.

II. PATROL ACTIVITIES:

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on NFS lands should be provided to the Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May 22, 2009 through September 9, 2009; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 25, 2009, July 4, 2009 and September 7, 2009. Patrol activities may also occur during the fall and winter months of October through February, as funding permits and as agreed to between the Cooperator and Forest Service.

Each tour of duty should begin between 12:00 PM and 4:00 PM. However, work hours may be varied after mutual agreement between the Cooperator's and the Forest Service's representatives.

The assigned Deputy will check in, as practical, with the Multnomah Falls Visitor Center on which they begin their tour of duty, in person, by radio or telephone.

The assigned Deputy would be available for other support and assistance as requested by the Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

Patrol on following Forest Service roads:

The patrol will begin near Troutdale, Oregon and will include National Forest lands and roads, north and south of Scenic Hwy. and I-84, and east of the Forest Service boundary to Eagle Creek.

Patrol in the following campgrounds, developed sites, or dispersed areas:

Wahkeena Falls, trailhead and picnic area; Multnomah Falls, vistas and parking areas; Oneonta trailhead and parking area; Horsetail Falls, trailhead and parking area; Eagle Creek Trailhead, picnic area and campground; Larch Mt. parking and picnic area, and Camp "A" Loop; Wahclella Falls Trailhead; dispersed site along Tanner Creek Road; dispersed site in the Sandy River Delta.

Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the National Forest System, within Multnomah County, is the responsibility of the Multnomah County Sheriff. The role of the assigned Deputies assigned to this agreement, is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

III. EQUIPMENT:

Excess funds may be used for equipment purchases as agreed to between the Cooperator and Forest Service. See Cooperative Agreement 06-LE-11060600-775 provisions IV-J, IV-K and IV-L for additional information.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I of this Operating Plan, except as noted in Section IV-B-2. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized for situations other than fire emergencies, the parties will prepare a revised Operating Plan.

1. Drug Enforcement:

This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section V-C. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency:

During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team assigned to the fire may make such a request and specify such times and schedules. Upon approval by the Forest Service or Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings/Other Situations:

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I for requested services of this nature, reimbursement shall be made at the rates specified in Section V-C. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

C. Rates

The rates of reimbursement for fire emergencies are specified in Section I.

D. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-C, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

V. BILLING:

A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:

1-877-687-4894

FAX coversheet should be addressed to:

USDA Forest Service

ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized under Sections II and III. The itemized statement for reimbursement will also include the following information:

1. Applicable Deputy Daily Activity Reports
2. Completed Cooperative Law Enforcement Activity (USFS Form 5300-5, furnished by the Forest Service)
3. Number of felonies and types (can be listed in remarks column)
4. Copy of the submitted invoice

The statement should be sent to the following address:

USFS Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Captain Andrew Coriell
16400 Champion Way
Sandy, OR 97055

B. For reimbursement of services provided under Sections IV-B-1 and IV-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.

C. For reimbursement of services provided under Section IV-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

D. The Cooperator will be listed and maintain currency in the Central Contractor Registration database accessible through the internet at <http://www.ccr.gov>. The Cooperator will notify the Forest Service of any changes of their applicable account numbers or banking information to help ensure prompt payment.

The authority and format of this Operating Plan have been reviewed and approved as to form.

/s/ Judith M. Lang

Judith M. Lang
Grants and Agreements Specialist

February 26, 2009

Date

In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

Bob Skipper by to

BOB SKIPPER, Sheriff
Multnomah County

3/25/09

Date

[Signature]

County Counsel for Multnomah County

4/7/09

Date

[Signature]

County Chair, Multnomah County

04/07/09

Date

Kathryn J. Larsen for

GARY L. LARSEN, Forest Supervisor
Mt. Hood National Forest

3/13/09

Date

Daniel T. Harkenrider

DANIEL T. HARKENRIDER, Area Manager
Columbia River Gorge National Scenic Area

3/18/09

Date

[Signature]

THOMAS J. LYONS, Special Agent in Charge
Pacific Northwest Region

3/11/09

Date

JOB CODE: 1360 NFLE0609; \$34,500

APPROVED : MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 04/09/09

DEBORAH L. BOGSTAD, BOARD CLERK

#1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

*****This form is a public record*****

MEETING DATE: 04/09/2009

SUBJECT: MPI Funding

AGENDA NUMBER OR TOPIC: Fund Impact Northwest

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: ARTHUR J. Bradford

ADDRESS: 865 N.E. Jarrett St

CITY/STATE/ZIP: Portland, Oregon 97211

PHONE: DAYS: 503-935-7686

EVES: _____

EMAIL: _____

FAX: _____

SPECIFIC ISSUE: Funding for disabled citizens

WRITTEN TESTIMONY: See Attachment

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

“Live, Love, Gain”

In the past twenty five to thirty years, I have experienced an abundance of health difficulties and illnesses. Up until 1979, I enjoyed fairly good health.

I have, so far, survived three prueno therapy incidents, two resulting in repair surgery, a hip replacement, reoccurring pit bull attacks that needed multiple stitches and a broken collarbone. At the present, I live with terminal lung disease and diabetes.

My health has declined to the point that after, just walking through the house or the corner (about 25 to 30 yards) I am winded and oxygen starved. I control it the best I can with medications and oxygen therapy, but my quality of life has been greatly diminished. I feel the loss everyday!

A few years ago when I broke my collarbone, Portland Impact came to the rescue, due to the foresight and unselfish charity and dedication of Loaves & Fishes on MLK Blvd, Multnomah Aging and Disability services and God's eternal love for me, in spite of myself.

Portland Impact has been extremely helpful, especially when it comes to durable medical supplies, transportation to and from important meetings, multitude of support and financial utility assistance. Without Portland Impact's unselfish help, I would literally be dead or in an institution, waiting on my final days and hours!

In a world where “Being your Brother's Keeper” seems like foolishness to many, Portland Impact adapts it as their motto and reason for existence.

I thank you Portland Impact for caring about me!

Arthur Bradford
Portland Resident



#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 4/9/09 8:55 am

SUBJECT: East County Justice Center Project
at Rockwood

AGENDA NUMBER OR TOPIC: _____

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Ron Clemenson

ADDRESS: 840 SE 156 Pl.

CITY/STATE/ZIP: Portland Oregon 97233

PHONE: _____ DAYS: (503) 252-3383 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Wish to make comments and
ask a questions on East Co Justice Center
Project

WRITTEN TESTIMONY: _____

See letter attached and my card
for Chair & Commissioners

I wish to speak to them today

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Chairman Ted Wheeler

4/9/09

2nd Issue

Chairman Ted Wheeler

February 6, 2009

Multnomah County Commission and

Commissioners Jeff Cogen, Deborah Kafoury, Diane McKeel, Judy Shiprack

In these difficult economic times and revenue shortfalls, I would be "preaching to the choir" to advise you on the best approach to the crisis you face in the budget process. However, I am suggesting in regards to the East County Justice Center, that you rethink the change you are considering to build in East Gresham, rather than Rockwood. This will not serve the long held recommendations and needs of the people of East Multnomah County, nor the long term safety and stability of Rockwood and surrounding communities. You all know the recent history of this area, and all the reasons this project is vital and needs to be built in Rockwood, as planned and as promised for all the right reasons.

As a capital expense project, a bold and a new action plan must be brought forward to seek a cooperative meeting of the minds between business, labor, and key government leaders to find out if patriotism, in the economic sense, actually exists, to the extent that the old ways of doing business can be changed and to build a multi-purpose facility as originally planned, but with cost reductions based upon minimum profits to all contractors and maximum labor efficiencies and banking support. This will be a true test of ingenuity and dedication by all!

And from the County leadership, we need an all out, out of the box strategy to sell unused properties at bargain prices, including selling Wapato to the Federal Government, or in exchange for funds from the State and Federal "stimulus" packages, etc. Whatever can be achieved.

This is a time for bold leadership both for the short and the long term, for the good of the communities the Justice Center will serve and for local economic recovery, which is so vital for job creation, needed public services, and the growth and development for the greater good of all concerned.

It is time to act and do so quickly and with bold leadership.

I look forward to hearing from you.

Ron Clemenson
840 S. E. 156th Place
Portland, Oregon 97233
(503) 252-3383

Chairman Wheeler
I addressed the Commission
today (4/9) re: the EJTC
and wish to speak to you
on this matter & possibly
set up a meeting in East
County at a date & time of
your convenience as soon
as possible - Would you
or Hector Roche please
call me -
Thanks
Ron Clemenson



NW Natural

840 S.E. 156TH PLACE
PORTLAND, OR 97233

Ronald J. Clemenson

RETIRED
FIELD CONSULTANT

TEL

503.252.3383

LEAK

(503)
Cell 7040564

#3

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: April 9, 2009

SUBJECT: STOP

AGENDA NUMBER OR TOPIC: _____

FOR: ✓ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: HARL HAAS

ADDRESS: 6259 SW Bualingame Ave

CITY/STATE/ZIP: Portland, OR

PHONE: _____ DAYS: 503 245 4605

EVES: Same

EMAIL: _____

FAX: _____

SPECIFIC ISSUE: function of STOP

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

4

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 4/9/09

SUBJECT: Don't cut the budget for Oregon
Project Independence

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: ~~LEONOR~~ Leonor Noel

ADDRESS: 2624 SE Main

CITY/STATE/ZIP: Portland, OR 97214

PHONE: DAYS: 503-233-8187 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Budget cuts on Seniors & people with
Disabilities program

WRITTEN TESTIMONY: I receive in-home services through
OPI program (Oregon Project Independence). The #
of hours has been decreased that makes it hard for
me to live independently. On the other hand, it
would be more expensive ^{for the County to have me} ~~to~~ live in a care facility.

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk. *Please Consider the needs of millions of people like me.*
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 04/01/09

Agenda Title: Board Briefing on SAP Audit

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 **Amount of Time Needed:** 15 minutes
Department: Non Departmental **Division:** Auditors Office
Contact(s): Judy Rosenberger
Phone: 503/988-3320 **Ext.** 83320 **I/O Address:** 503/601
Presenter(s): Craig Stroud, Interim Auditor, Sarah Landis, Deputy Auditor, Mark Ulanowicz, Principal Auditor, Carol Ford, Department of County Management Director, Mindy Harris CFO and Satish Nath, Program Manager

General Information

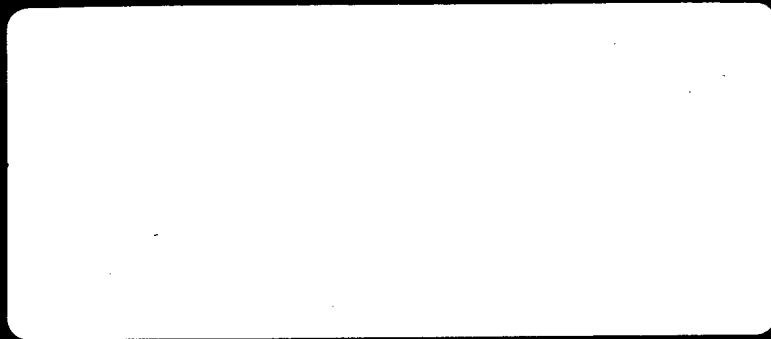
1. What action are you requesting from the Board?
Informational Board Briefing on SAP Audit.
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signature

Elected Official or
Department/
Agency Director:



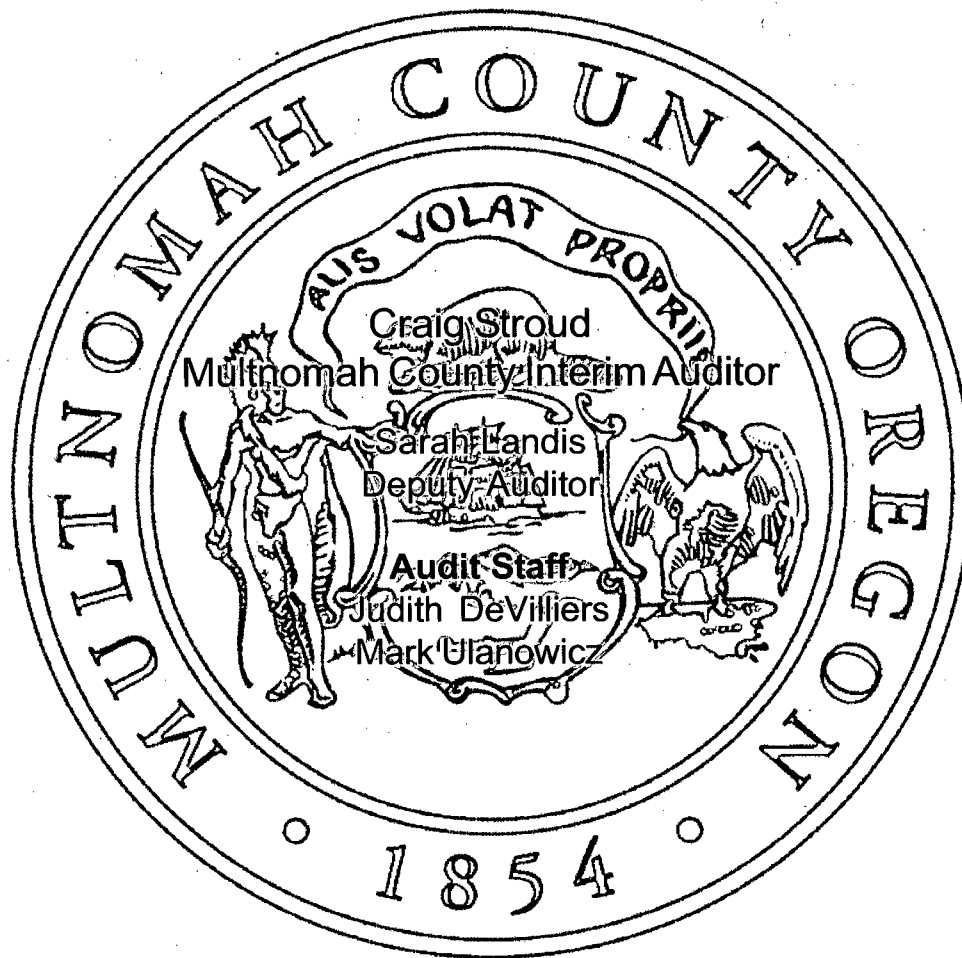
Date: 04/01/09



MULTNOMAH COUNTY AUDITOR
PORTLAND, OREGON

Audit of SAP
Identity and Access Management

April 2009



We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.



Craig Stroud
Multnomah County Interim Auditor
501 SE Hawthorne Room 601
Portland, Oregon 97214
Phone: (503) 988-3320

MEMORANDUM

Date: April 2, 2009

To: Ted Wheeler, Multnomah County Chair
Carol Ford, Department of County Management Director

From: Sarah Landis, Deputy Auditor
Judith DeVilliers, Principal Auditor
Mark Ulanowicz, Principal Auditor

Re: Audit of SAP Identity and Access Management

The attached report covers our recent performance audit of *SAP Identity and Access Management*. As the county's enterprise resource planning system, SAP is the backbone for a variety of critical operational areas including finance, human resources, purchasing, inventory, and plant maintenance. We reviewed security controls to determine who has access to what information, whether that access was appropriate for the job being performed, and whether access and activity are appropriately monitored and reported. This report is our first of several planned audits of SAP.

We used the *Global Technology Audit Guide – Identity and Access Management* from the Institute of Internal Auditors as a guideline for the audit. We found that the SAP team was managing identity and access for the SAP system well in many areas, and has strengthened security in recent years. However, we also found that more effort was needed by the SAP team to manage potentially risky roles or combinations of roles. Department management has a role to play in necessary improvements by taking more ownership in the process of managing security through review of existing roles, removal of access when it is no longer needed, and creating and documenting controls over roles that are high risk. Increased monitoring of high risk user activity is also needed by both the SAP team and department management. Recommendations focus on addressing these concerns and building on recent and ongoing efforts by the SAP team and partners to improve SAP security.

We extend our thanks to the SAP team and department representatives for their cooperation and assistance throughout the audit and commend them for their attention to the important issue of SAP security.

Cc: Jana McLellan
Mindy Harris
Satish Nath

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Executive Summary

Identity and Access Management (IAM) is the combination of policies, processes, and technology that allows for efficient and secure use of an organization's information systems. While Multnomah County uses a large number of automated information systems that all require strong IAM procedures, SAP – the county's enterprise resource planning system – is the largest and arguably most complex of these systems. SAP is the county's financial system of record and contains the data necessary to run a variety of operational areas including human resources, purchasing, inventory, and plant maintenance. The importance of IAM for SAP has also been highlighted in the reports of the county's external auditor.

We used the Institute of Internal Auditors' *Global Technology Audit Guide – Identity and Access Management* (GTAG) as the primary guidelines for best practices. In applying these guidelines, we divided the IAM process into three components:

- *identity management* relates to correctly identifying the users of the system;
- *access management* relates to what information or processes an individual user can access in the system; and
- *monitoring* relates to keeping track of how individual users operate within the system.

SAP access is based on roles which are linked directly to employee positions. Managing access to SAP can be done only with close collaboration between the SAP Security Administrator, the Security Advisory Team, and county department managers. Generally, we found that the county's IAM processes for the SAP system have improved since the SAP Team took over management of SAP security. The SAP Team and IT changed the process for creating and removing employee logons and passwords. Changes have also been made in access management and monitoring, however we found additional that improvements are still needed.

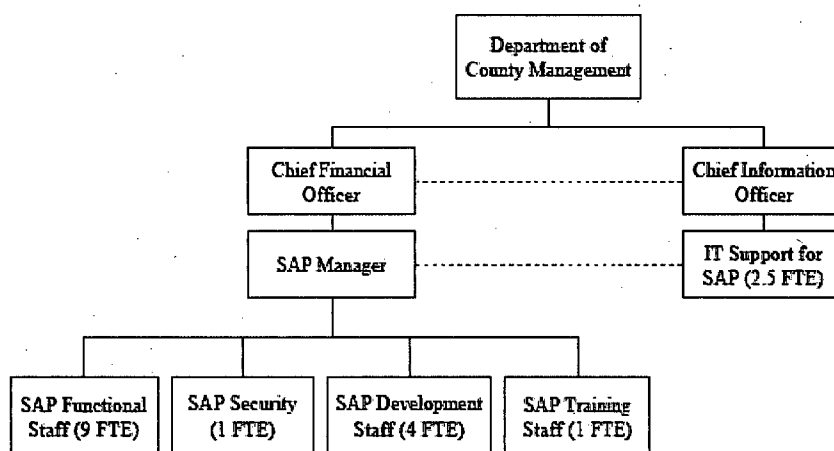
We found that the SAP Security Administrator and SAP Team need to better identify and prioritize the risks associated with various roles and combinations of roles. At the same time, department management needs to take responsibility for reviewing the existing roles they have requested for their employees, for removing access when it is not needed or used, and for documenting compensating internal controls for those employees who have been given roles identified by the SAP Team as being high-risk. Finally, the SAP Team needs to develop plans in conjunction with department management to monitor the activity of users with high-risk roles.

Background

This report is our first of several planned audits of SAP, the county's integrated information system software, which was purchased and installed in 2000. The SAP software was developed in Germany and is used by many large multi-national corporations, as well as by a number of governments.

The SAP system represents a significant county investment with a budget of \$3.6 million and FTE of 17.5 for FY08. The organization chart below illustrates the way SAP is managed in the county. SAP business process functions are managed by the Chief Financial Officer (CFO), while the hardware, landscape, operating system, and technical tools are managed by the Chief Information Officer (CIO). All staff involved work in partnership and with department managers to meet the financial accounting and reporting requirements of the county. Overall SAP strategy is overseen by a steering committee which includes the CFO, CIO, Human Resources Director, and SAP Manager.

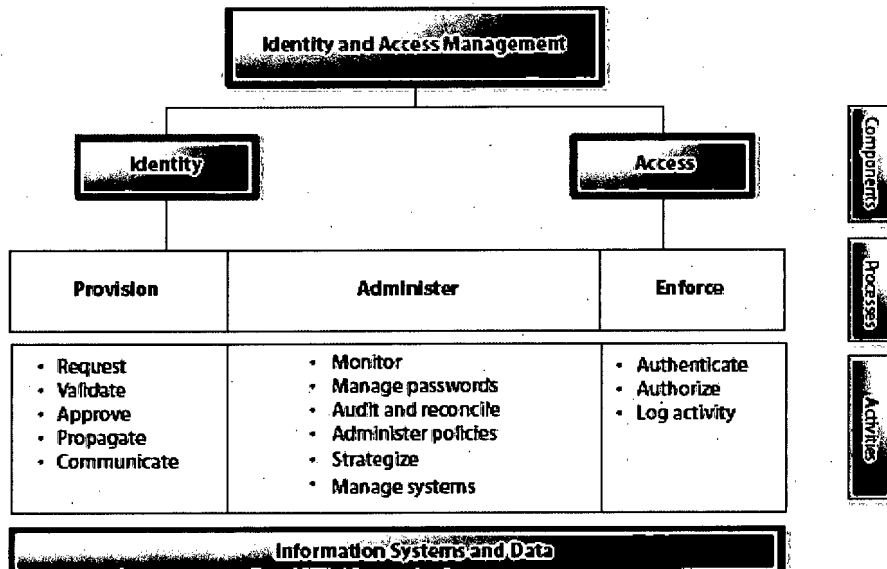
Figure 1: Organizational chart



The SAP system impacts county operations in a number of ways and is used for the county's financial accounting and payments, contract processing, budget monitoring, Human Resources (HR) and payroll, inventory management, facilities maintenance, and other functions.

Figure 2 from the GTAG audit guidelines provides an overview of the components, processes, and activities for IAM.

Figure 2: Relationships between IAM components and key concepts



Source: *Global Technology Audit Guide – Identity and Access Management* prepared by The Institute of Internal Auditors, page 5.

Provisioning (add new employees)

A request for new employee access to SAP is made by the department manager or supervisor who approves the request for access. The SAP Security Administrator gives the employee a logon name and password to get into the SAP system. The logon name is the identity part of the security system and has been strengthened over the last few years. The data and transactions to which the employee has access are the access part of the security system. For SAP security, both the identity and access are tied directly to HR master tables in the SAP system. The access, or what the employee can do in the system, is tied directly to the HR position number the employee fills. Contractor and temporary employee access to SAP is date-limited.

The SAP Security Administrator reviews the roles on the request to verify with the department requestor that the roles are still appropriate for the position and to verify continued need for any conflicting roles attached to the position. Some SAP access profiles and roles require approvals by Business Process Owners (BPOs) and department approvers who help coordinate access between SAP security and departments.

De-provisioning (employee leaves)

When an employee leaves the county or changes jobs, his or her HR position number will change and SAP access will immediately change since it is tied directly to the HR position number. The Security Administrator will de-activate the employee's SAP identity (logon and password) if the employee leaves the county. If the employee changes positions, he or she will keep the same logon; however, access to SAP will change to reflect the roles attached to the new HR position number.

Audit Scope & Methodology

We selected identity and access management as our first SAP audit because the county's external auditors have made several recommendations for improvement in this area and because it would provide us with an overview of the system and its uses. We expect to perform additional SAP-related audits, including revenues and receivables, duplicate payments, payroll, and HR, as well as reviewing current uses and needs for SAP and looking at best practices for governance.

For this audit we used the Institute of Internal Auditors' *Global Technology Audit Guide – Identity and Access Management* (GTAG) as the primary guidelines for best practices. The objectives of the audit were to determine: (1) who has access to what information; (2) whether the access is appropriate for the job being performed; and (3) if access and activity are monitored, logged, and reported appropriately.

Audit findings are based on discussions with key staff and review of pertinent documents and data. We met with Information Technology (IT) and other program managers, SAP Team staff, and other employees involved in SAP approvals and administration. We reviewed the SAP security manual and procedures and proposed administrative rules, the county's internal web page information, and best practices literature. We also analyzed SAP master tables, history tables for users, changes to user tables, roles, and changes in roles.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Audit Results: Review of SAP Identity and Access Management

This section lists questions used in the IAM Guidelines from the GTAG, our findings with respect to those guidelines, and our recommendations for improvements.

#1. Is there an IAM strategy in place?

Overall SAP strategy is overseen by a steering committee which includes the CFO, CIO, HR Director, and SAP Manager. Within this context, the IAM strategy for SAP is developed and managed by the SAP Security Administrator, the SAP Team, and BPOs.

The process is documented in SAP security procedures and in the proposed administrative procedures for "SAP User Access and Role Assignment." Where applicable, the approach is consistent with IT network policies such as mandatory password changes and password format.

Recommendation: To strengthen SAP security for IAM, the proposed administrative rules need to be completed and adopted. See recommendation #4 on page 11.

#2. Are the risks associated with the IAM process well understood by management and other relevant individuals? Are the risks addressed by the strategy?

Most of the SAP BPOs and department approvers we talked with appeared to have a good understanding of risks. Some indicated the process was cumbersome but also agreed that it was necessary and useful. Some of those responsible for approving roles indicated they could use more training and would like a better understanding of SAP roles and profiles.

We had the impression, however, that many of the department approvers did not view IAM security for SAP as part of management's internal controls for financial activity in their work areas, but rather as something technical required by "the system."

Department managers have some responsibility for SAP security and data. They request access for their employees and authorize exceptions to identified risks, such as role conflicts when employee duties are not adequately segregated.

Recommendations: Department managers need to document compensating controls for their employees who have exceptions to identified risks. One possible way to provide this documentation would be to include it in the county's formalized internal control documentation and review process managed by the Finance Division's general ledger section, especially since SAP security and controls are integral to the financial system and reporting.

To retain SAP access for employees who have exceptions to identified risks, department managers need to provide this documentation to the SAP Security Administrator showing (1) that they understand the risks related to these roles (2) that they have provided compensating controls to mitigate that risk, or (3) that they believe the internal control risks are minimal and that they are willing assume the identified risks. See recommendation #1b and #1c on page 11.

#3. Are there defined methods to appropriately account for issues related to segregation of duties?

Segregation of duties is an internal control intended to prevent or decrease the occurrence of innocent errors or intentional fraud. This is done by ensuring that no single individual has control over all phases of a transaction. There are four general categories of duties: authorization,

custody, record keeping, and reconciliation. In an ideal system, different employees perform each of these four major functions. In other words, no one person has control of two or more of these responsibilities.

When SAP was implemented, consultants hired by the county created a list of identified role conflicts which is used as criteria in assigning roles. The SAP Team indicated that the risks related to conflicts in some instances are much lower than for other instances. In the past, the review of possible conflicting roles was not part of the process for granting employees roles or changes to roles. There is now a large number, 229 or 19% of current users, who have conflicting roles. Although the recently adopted process requires the SAP Security Administrator to check new role assignments against this list, we found few instances where this check was done in our review of a sample of role assignments.

In talking with department managers, we found that they do not always have a good understanding of the risks related to some of the roles they request for their employees. Some said they rely on the interaction with the Security Administrator and Advisory Team. Many department managers indicated that exceptions are needed for allowing conflicting roles in some instances, such as when employees are geographically separated in smaller office settings.

The risks related to employees who have been given exceptions and allowed to have SAP roles which are identified as being in conflict, are even greater because these roles, once allowed, are not reviewed or monitored. Regular review and monitoring helps ensure that roles are still needed and that the department has other compensating controls to mitigate risks where segregation of duties has been compromised.

Recommendation: To improve IAM security, additional review and monitoring of employee access to SAP is needed. This should include a routine review of roles given to employees and more frequent review where exceptions have been granted, such as in the case of conflicting roles or roles that allow individuals greater ability to access or change data in the system. See recommendation #1a – 1d on page 11.

#4. Is the IAM environment centralized or distributed appropriately to reflect the structure of the organization?

An ideal technical situation would be to have a “single software” solution with consistent processes clearly documented and managed through a single implementation tool. According to best practices, a single software solution for single sign-on is both effective and efficient. Single sign-on means a user has only one user identification and password (identity management) which gives him or her access to all software applications and permissions (access management) for which the user has been approved.

The county does not have a single software solution for IAM and each software application is managed separately.

Recommendation: To better align with IAM best practices and improve both efficiency and effectiveness for IAM security countywide, the county should begin work on the development of a single sign-on system. See recommendation #5 on page 11.

#5. How are password policies established, and are they sufficient for the organization?

Policies that govern IAM processes are critical components of any effective system. Password policies for SAP have improved over the last few years and now follow the network policy for mandatory password changes every 90 days and carry the same format requirements. In addition, SAP Security uses a feature in SAP to generate random passwords for a new user's initial password or password reset.

SAP security procedures are also available on the county's internal web site to communicate password policies to the employees.

Recommendation: None

#6. Does the organization have consistent processes for managing system access?

As part of our review we observed the process for adding users and roles and reviewed supporting documentation for a sample of users. We found that there is a consistent process for managing system access which is communicated to users on the county's internal web site and in proposed administrative rules. SAP Security has a procedures manual, which allows for consistency when the Security Administrator is not available.

BPOs and department approvers are aware of procedures and have reported that they rely on the Security Administrator and SAP Team and to provide them information they need to do their jobs.

Recommendation: None

#7. Can auditors identify the unique individuals who are granted access to the organization's systems based on the sign-on credentials they are assigned?

We were able to identify all SAP users by using the SAP system. We looked at SAP master tables and history tables for users, passwords, roles, and permissions to identify users and their access. We created a random sample of users and traced them to original authorization documents.

Recommendation: None

#8. Is employee productivity degraded because it is too difficult to gain and maintain system access?

We interviewed both BPOs and department approvers. Although some thought the process was cumbersome, they also agreed it was necessary. None of those we spoke with thought employee productivity was degraded because it was difficult to access the system.

Recommendation: None

#9. Who should approve access for a user in the environment?

The approval process includes multiple people: department managers, department approvers, BPOs, and the SAP Security Administrator.

The SAP Security Administrator and BPOs rely on the knowledge of department managers who request access to the system and who know and understand the needs of employees doing the work. At the same time, the department managers rely on the BPOs and the SAP Security Administrator to understand the effects and risks for each access role granted in the system (i.e. what that employee can "do" in the system).

Some of the managers we talked with thought they could use more information about the risks in the roles they were requesting. However most thought the SAP Team answered their questions and worked with them to ensure access was appropriate.

Recommendation: None

#10. Can the organization demonstrate that only appropriate people have access to information?

For the last three years, the county's external auditors have reviewed the SAP system and each year recommended the county review users and roles. The objective of such a review would be to verify that only the appropriate people have access to information and whether roles assigned to positions are still necessary for the information needs and duties of that position.

We were told such a review would be time consuming, especially for department management. However, there may be a risk that inappropriate employees have access to SAP data for the following reasons: 1) SAP security in prior years was not as well managed as it is currently; 2) needs and duties for positions have changed over the years; and 3) there has not been a complete review of users or their access needs, especially for those whose access and roles were granted prior to current practice.

Recommendation: To improve IAM security, additional review and monitoring of employee access to SAP is needed. This should include a routine review of roles given to employees and more frequent review where exceptions have been granted, such as in the case of conflicting roles or roles that allow individuals greater ability to access or change data in the system. See recommendation #1a – 1d on page 11.

#11. Are there appropriate controls in place to prevent people from adding access to systems and applications outside the approved process?

According to management, the ability to add, modify, or delete SAP users is limited because SAP security roles have been assigned to only three SAP employees and two IT database administrators. There is also a policy that does not allow SAP or IT employees to create their own roles and access.

However, during our review of the "Change History for Authorizations" table in SAP, we found instances where the SAP Team and IT have modified their own roles. This lack of control creates an even greater risk because there is no monitoring or review of users to trace their access in the system.

Recommendation: To improve security, greater care is needed in assigning and monitoring roles for IT and SAP staff and for nonperson accounts, especially for the more powerful privileged roles. All changes in roles of IT and SAP staff and for nonperson accounts should be documented and approved. The SAP Security Administrator should monitor who has made changes to user roles by reviewing the "Change History for Authorizations" table on a regular basis. See recommendation #3 on page 11.

#12. When people leave the organization, does it identify what system access they have and revoke it in a timely manner?

IAM audits often find that users retain access to accounts long after they leave an organization. The risk that terminated employees could still have access to the SAP system is lessened because the SAP process for IAM is tied directly to the HR system.

When an employee leaves the county or a specific position in the county, his or her access to the SAP roles attached to that position are automatically terminated. The SAP Security Administrator runs a weekly termination report for SAP users who leave county employment; this report is used to remove the user identification (logon) from the master tables.

Revocation for non-employees, such as contractors or temporary employees, is based on a predetermined termination date put into the system when their roles are originally approved. We reviewed master tables and found no issues.

Recommendation: None

#13. What does the organization do with respect to nonperson accounts?

Nonperson accounts are not associated with a particular employee logon. These types of accounts are needed for system interfaces or processes. An example of a nonperson account would be a batch account used to produce scheduled reports. SAP security policy has changed in how nonperson accounts are handled and, according to SAP management, they will continue limiting the access and use of these type of accounts.

Because nonperson accounts generally have higher access privileges, extra care is needed to document the reason and authorization for these accounts. Such accounts also need to be frequently reviewed.

Recommendation: To improve security, greater care is needed in assigning and monitoring roles for IT and SAP staff and for nonperson accounts, especially for the more powerful privileged roles. All changes in the roles of IT and SAP staff and for nonperson accounts should be documented and approved. The SAP Security Administrator should monitor who has made changes to user roles by reviewing the "Change History for Authorizations" table on a regular basis. See recommendation #3 on page 11.

#14. What does the organization do with respect to privileged accounts?

Privileged accounts generally refer to those used by administrative accounts and users that allow unlimited ability to change programs or data. We found improvements over the controls for administrative privilege and that the number of these roles has decreased significantly since 2006.

Other privileged accounts include those for users who have more powerful roles or a larger number of roles, allowing greater access to data or to the ability to change data than is given to most users. We found that 57 current users (5.4% of the total) have over 30 profiles, which are summaries of roles, while 71% of the users have 15 or fewer profiles. Sometimes a position is given additional roles for various purposes, such as a special project. Because roles are not reviewed and deleted when no longer needed, some users may have access to more information than is needed to do their jobs. User accounts with more profiles or privileges are a greater risk and should be monitored more closely than other user accounts.

Recommendations: To improve IAM security, additional review and monitoring of employee access to SAP is needed. This should include a routine review of roles given to employees and more frequent review where exceptions have been granted, such as in the case of conflicting roles or roles that allow individuals greater ability to access or change data in the system. See recommendation #1a – 1d on page 11.

Greater care is needed in assigning and monitoring roles for IT and SAP staff and for nonperson accounts, especially for the more powerful privileged roles. All changes in roles to IT and SAP staff and for nonperson accounts should be documented and approved. The SAP Security Administrator should monitor who has made changes to user roles by reviewing the "Change History for Authorizations" table on a regular basis. See recommendation #3 on page 11.

#15. How strong are the controls in place to prevent people from bypassing authentication or authorization controls?

SAP as a system has strong internal controls which prevent users from bypassing authentication or authorization controls. We found that controls over passwords have been strengthened over the last few years. Additional protection is afforded in that the system cannot be accessed by users outside of the Local Area Network environment, which provides additional authentication security.

Recommendation: None

#16. How is information logged, collected, and reviewed?

Enabling event logging has been a recommendation by the county's external auditors for three years. Security event logging, along with regular reviews of these logs, can reveal if breaches or attempted breaches of the system have occurred. According to SAP management, they have begun to implement event logging as of this report.

Recommendation: Event logging in SAP should be enabled and a process for reviewing the logs established. See recommendation #2 on page 11.

Audit Recommendations

1 - To improve IAM security, additional review and monitoring of employee access to SAP is needed. This should include a routine review of roles given to employees and more frequent review where exceptions have been granted, such as in the case of conflicting roles or roles that allow individuals greater ability to access or change data in the system:

1a - At least annually, or more frequently if needed, the SAP Security Administrator should provide department managers and BPOs with a list of all employees who have been allowed exceptions to security standards. Examples of exceptions include: employees who are allowed SAP roles that, when combined, create a conflict of interest; those who have a large number of roles; those who are given more powerful roles; and any other criteria the SAP Security Advisory Committee believes have some risks and should limited and be subject to additional monitoring.

1b - Department managers need to document compensating controls for employees who have exceptions to identified risks. One possible way to provide this documentation would be to include it in the county's formalized internal control documentation and review process managed by the Finance Division's general ledger section, especially since SAP security and controls are integral to the financial system and reporting.

1c - To retain SAP access for employees who have exceptions to identified risks, department managers need to provide documentation to the SAP security administrator showing (1) that they understand the risks related to these roles, (2) that they have provided compensating controls to mitigate that risk, or (3) that they believe the internal control risks are minimal and that they are willing assume the identified risks.

1d - A list of all other department employees who have SAP access should be given to department managers on a regular basis for review to determine if the roles on the position are still relevant to the work being done. If not, those excess roles should be eliminated.

2 - To improve security, the SAP event logs should be enabled and a process for reviewing the logs should be established.

3 - To improve security, greater care is needed in assigning and monitoring roles for IT and SAP staff and for nonperson accounts, especially for the more powerful privileged roles. All changes in roles to IT and SAP staff and for nonperson accounts should be documented and approved. The SAP Security Administrator should monitor who has made changes to user roles by reviewing the "Change History for Authorizations" table on a regular basis.

4 - To strengthen SAP security for IAM, the proposed administrative rules need to be completed and adopted.

5 - To better align with IAM best practices and improve both efficiency and effectiveness for IAM security countywide, the county should begin work on the development of a single sign-on system.

Response to the Audit



Department of County Management

MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 531
Portland, Oregon 97214-3501
(503) 988-3312 phone
(503) 988-3292 fax

To: Sarah Landis, Deputy Auditor
Judith DeVilliers, Principal Auditor
Mark Ulanowicz, Principal Auditor

From: Carol Ford, Department of County Management Director
Mindy Harris, Chief Financial Officer

Date: March 27, 2009

Re: Final Draft of the SAP Identity and Access Management Audit

The Department of County Management and the Finance and Risk Management Division appreciate the time that you and your staff have invested in the review of the SAP Access and Identity Management. We would like to thank you for the thoughtful recommendations and thorough audit. We appreciate the opportunity to comment on your findings and recommendations.

The SAP Support Team is continuing to pursue several initiatives that will address many of the recommendations noted in your report. Specifically, SAP is working on increasing the SAP role review at the central level as well as at the Departmental level. In addition by June 30, 2009, we anticipate completing a County-wide Administrative Procedure that will stress the importance of SAP security and require standard security procedures. We have prepared a more detailed plan addressing many of the concerns noted in your report, including SAP role-conflicts, a single sign-on system, increased education and training on SAP roles and installing an SAP application to help manage and mitigate role risks. We would also like to note that the SAP Support Team has already implemented "Event Logging" as recommended by our external auditors, Moss Adams, in their IT review report from the June 30, 2008 audit.

We agree with your recommendations and appreciate the time and effort taken to compile this report. The recommendations will assist us in improving and strengthening the County's system of record as it relates to identify and access management. We would be happy to provide your office with progress updates as we address and implement the recommendations.

cc: Satish Nath, SAP Manager
Cara Fitzpatrick, Accounting Manager



Multnomah County Auditor
501 SE Hawthorne, Room 601
Portland, Oregon 97214
503-988-3320
www.co.multnomah.or.us/auditor



The Multnomah County Auditor's Office launched the **Good Government Hotline** in October 2007 to provide a mechanism for the public and county employees to report concerns about fraud, abuse of position, and waste of resources.

The **Good Government Hotline** is available **24 hours a day, seven days a week**. Go to GoodGovHotline.com or call 1-888-289-6839 for more information or to make a report.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 04/09/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-2
Est. Start Time: 9:45 AM
Date Submitted: 04/02/09

Agenda Title: NOTICE OF INTENT to Apply for the U.S. Department of Justice "Second Chance Act Prisoner Reentry Initiative Grant" in the Amount of \$750,000

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 9, 2008 Amount of Time Needed: 5 minutes
Department: Multnomah Dept. of Community Justice & Sheriff's Office Division: Adult Services Division
Contact(s): Truls Neal (DCJ) & Christine Kirk (MCSO)
Phone: 503-988-5584 Ext. 85584 I/O Address: 503 / 250
Presenter(s): Truls Neal; Christine Kirk

General Information

What action are you requesting from the Board?

The Department of Community Justice (DCJ) and Sheriff's Office request approval to apply for up to \$750,000 for 12 months, with the possibility of continued funding for an additional two year period, from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, "Second Chance Act Prisoner Reentry Initiative" grant. The funding will be directed toward developing new and enhancing existing services and programs involved in Multnomah County's Jail Reentry Program and will specifically target and serve Local Control inmates. This is a collaborative endeavor being undertaken by the Multnomah County Sheriff's Office and the Department of Community Justice.

- Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
The purpose of this grant is to help ensure the transition of individuals from custody to the community is safe and successful with the goal of reducing recidivism of the target population by 50% over a five year period.

The grant will allow the Department of Community Justice and Multnomah County Sheriff's Office

to focus reentry efforts on a population of inmates who have shown the highest risk to recidivate after release from custody. Currently, the State of Oregon statistics show the recidivism rate for Local Control jail inmates at 37.5%, whereas prison inmates are at 23.2%. By focusing on Local Control jail inmates for reentry transition services; this will help to deter future crime along with reducing future federal, state and local incarcerations.

The reentry project will include the delivery of a variety of evidenced-based program services provided in a pre- and post-release setting, which are designed to ensure that the transition from jail to the community is safe and successful, as evidenced by lack of recidivism.

While the inmate is in jail, the offender will be screened for eligibility and assessed to identify risk and need. MCSO Correction Counselors will provide treatment and cognitive behavioral therapy groups to inmates in jail. Reentry needs such as housing, employment, substance abuse, mental health, medical issues, education, family relationships will be addressed. Upon release, a DCJ Parole/Probation Officer (PPO) will provide offender transition case management and supervision services tailored to the reentry target population. A continuity of services in the community, including substance abuse treatment, mentoring, outpatient care, employment, and educational services will be provided to ensure successful reintegration into the community.

3. Explain the fiscal impact (current year and ongoing).

DCJ is requesting \$750,000 to be spent over a 12 month period from October 1, 2009 to September 30, 2010. This includes approximately \$685,934 in direct expenses and \$64,066 in indirect expenses. In addition there is a 50% match requirement (25% in-kind match and 25% cash match).

4. Explain any legal and/or policy issues involved.

The grantee (DCJ) shall meet the following requirements:

Comply with all other federal, state, and local laws and regulations governing services purchased through this solicitation.

5. Explain any citizen and/or other government participation that has or will take place.

DCJ and MCSO will utilize contracts with non-profits, faith-based, business, health care, education, and employment assistance in meeting the goals of this grant. Additional comprehensive planning will be completed upon approval and receipt of grant funds.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

This is a Federal Grant from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance.

- **Specify grant (matching, reporting and other) requirements and goals.**

The goal of the Second Chance Act Prisoner Reentry Initiative is to provide comprehensive transition services for inmates released from custody and returning to our communities. This project will be designed to encourage and support transitioning jail inmates in leading crime and drug free.

The primary goal of the project is to reduce or be working towards a 50 percent reduction in recidivism of the target population selected to receive reentry transition services.

Grant funds may not cover more than 50 percent of the total costs of the project; therefore, County must provide the matching 50 percent. The grant allows for the match to be split in half between cash (25%) and in-kind contributions (25%) of goods or services that are directly related to project. Therefore, the budget requirements are as follows:

Second Chance Act Grant	\$750,000
Cash Match*	\$375,000
In-Kind Goods/Services**	\$375,000
TOTAL PROJECT COST	\$1,500,000

*Cash Match will come from the anticipated increase in the Dept of Corrections 1145 Local Control 09/11 Allocation.

**In-kind match will consist of a combination of a portion of DCJ In-Patient Treatment contracts and MCSO infrastructure costs.

- **Explain grant funding detail – is this a one time only or long term commitment?**

The grant funding for this project is for one year, with up to an additional two years of funding, contingent upon availability of funds and demonstration of adequate progress toward meeting established goals of the program.

- **What are the estimated filing timelines?**

The filing deadline is April 20, 2009. DCJ plans to submit an application to the grantor by April 16, 2009.

- **If a grant, what period does the grant cover?**

October 1, 2009 through September 30, 2010

- **When the grant expires, what are funding plans?**

DCJ and MCSO will select program components which the department can learn from to improve services to offenders transitioning from prison. When grant funds go away no core services will be compromised or interrupted. Further, the Reentry Strategic Plan, which is required by the grant, will identify the measures and plan for sustainability of this project.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Central Indirect and Department Indirect costs will be included in the program budget submitted with the application.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

Signature for Scott Taylor

Date: 04/01/09

/s/ **Bob Skipper / L.A.**

Budget Analyst:

review without approval

Date: 04/02/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 04/09/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-3
Est. Start Time: 9:50 AM
Date Submitted: 04/01/09

BUDGET MODIFICATION: MCSO - 08

BUDGET MODIFICATION MCSO-08 Appropriating \$25,000 from the
Agenda Bulletproof Vest Partnership Program to the Sheriff's Office for the Purchase of
Title: Bulletproof Vests

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date:	<u>April 9, 2009</u>	Amount of Time Needed:	<u>5 Minutes</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Law Enforcement</u>
Contact(s):	<u>Wanda Yantis, Budget Manager</u>		
Phone:	<u>503-988-4455</u>	Ext.	<u>84455</u>
		I/O Address:	<u>503/350</u>
Presenter(s):	<u>Wanda Yantis</u>		

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is requesting approval of Budget Modification MCSO-08 to appropriate \$25,000 awarded thru a grant from the Bulletproof Vest Partnership Program for the purchase of bulletproof vests.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Public Law 105-181 has provided over \$25 million dollars for the Bulletproof Vest Partnership Grant Act, which is administered by the Bureau of Justice Assistance (BJA) at the U.S. Department of Justice. The purpose of the Act is to protect the lives of law enforcement officers by helping states and units of government to equip their officers with bulletproof vests that meet National Institute of Justice standards. The FBI estimates that the fatality risk to officers not wearing vests is 14 times greater than to those that are. This grant provides a one to one match for supplying vests to uniformed officers.

3. Explain the fiscal impact (current year and ongoing).

This will increase the Enforcement Division's revenue by \$25,000 in the Federal/State Fund. This does not cover indirect costs.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

This will increase the Enforcement Division's revenue by \$25,000 in the Federal/State Fund. This does not cover indirect costs.

- **What budgets are increased/decreased?**

The Enforcement Division will increase their Federal/State budget by \$25,000.

- **What do the changes accomplish?**

The budgetary change recognizes \$25,000 in revenue from the Bulletproof Vest Partnership Program.

- **Do any personnel actions result from this budget modification? Explain.**

No

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

This grant does not cover indirect costs.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This is one-time-only revenue. When the funding is exhausted, the program ends. This is tied to program offer 60063A MCSO Patrol Offer A in the FY 09 Budget.

- **If a grant, what period does the grant cover?**

FY 09

- **If a grant, when the grant expires, what are funding plans?**

Our participation will end once the funding ends.

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>

ATTACHMENT B

BUDGET MODIFICATION: MCSO-08

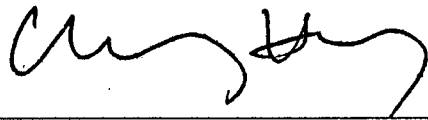
Required Signatures

**Elected Official or
Department/
Agency Director:**

/s/ *Bob Skipper / L.A.*

Date: 03/31/09

Budget Analyst:



Date: 03/31/09

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **MCSO-08****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	60-50	20400				SOENF.BVP	50170		(25,000)	(25,000)		IG - OP - Direct Fed
2	60-50	20400				SOENF.BVP	60240		25,000	25,000		Supplies
3									0			
4									0			
5									0			
6									0			
7									0			
8									0			
9									0			
10									0			
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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 04-09-09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-4
Est. Start Time: 9:55 AM
Date Submitted: 04/01/09

Agenda Title: NOTICE OF INTENT to Apply to the US Department of Justice, Office of Community Oriented Policing Services Grant as Part of the COPS Hiring Recovery Program [Program Offer 60067A: MCSO Special Investigations Unit]

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 7 minutes
Department: Sheriff's Office Division: Law Enforcement
Contact(s): Captain Monte Reiser
Phone: 503-251-2515 Ext. I/O Address: 313/1
Presenter(s): Captain Monte Reiser and Wanda Yantis, Fiscal Manager

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is seeking approval to apply for a competitive grant as part of the COPS Hiring Recovery Program (CHRP). The Sheriff and the Board will have an opportunity to accept, reassess program targets, or turn down the funding if the grant is received.

This is one of several federal stimulus grants the Sheriff's Office is actively researching and applying for which in total will aid the Sheriff's Office and its partners in addressing local and County crime issues. Upon learning of the success of a particular grant application as it relates to others, MCSO will bring forward a comprehensive approach to accepting and utilizing grant funding as it relates to services needs and currently funded services.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The COPS Hiring Recovery Program (CHRP) is a grant that provides funding directly to law enforcement agencies to create and preserve jobs. The grant provides 100% funding for entry-level salaries and benefits of full-time sworn officers for 36 months. The grant includes provisions to revise the entry level salary for contract and COLA adjustments for each subsequent year during the term of the contract.

Funding requests are based upon the need for funding new hires, rehires previously laid off, and rehiring those scheduled to be laid off on a future date.

At the conclusion of the federal funding, grantees must retain awarded positions for a minimum of 12 months, budgeted above number that would have existed in the absence of the grant.

This would affect program offer 60067A: MCSO Special Investigations Unit as this program was cut from the budget, resulting in the loss of 4 sworn positions.

3. Explain the fiscal impact (current year and ongoing).

The impact in FY09-10 is \$301,616 in grant funding.

The impact in FY10-11 is \$309,308 in grant funding.

The impact in FY11-12 is \$317,228 in grant funding.

The impact in FY12-13 is \$367,824 in County general or other funds.

4. Explain any legal and/or policy issues involved.

Agencies that fail to retain these positions for the 4th year may be ineligible to receive future COPS grants for a period of one to three years.

5. Explain any citizen and/or other government participation that has or will take place.

None anticipated.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The US Department of Justice, Office of Community Oriented Policing Services (COPS)

- **Specify grant (matching, reporting and other) requirements and goals.**

There is not match required by this grant. The grant funds three years; a fourth year funding commitment is required.

Performance measure objectives are:

1. Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officer.
2. Create and preserve sworn law enforcement officer jobs

- **Explain grant funding detail – is this a one time only or long term commitment?**

The funding level for the grant is for three years, with grantees making a fourth year commitment to continue funding. In addition, County funds are needed to support the SIU program, above the grant funding amounts.

- **What are the estimated filing timelines?**

The grant application is due Tuesday, April 14, 2009 by 11:59 p.m. EDT.

- **If a grant, what period does the grant cover?**

The period begins July 1, 2009 and ends June 30, 2012. The 4th year commitment on the grantees part is from July 1, 2012 until June 30, 2013.

- **When the grant expires, what are funding plans?**

A commitment to be made by the Board of County Commissioners to reserve funds for 4 entry level (as of FY2010) enforcement deputies for FY2012-13.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs are not included in the grant and will need to be absorbed by the County.

ATTACHMENT B

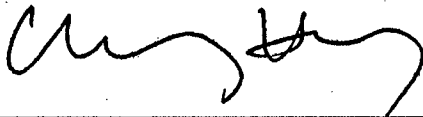
Required Signatures

Elected Official or
Department/
Agency Director:

/s/ *Bob Skipper / L.A.*

Date: 4/1/2009

Budget Analyst:



Date: 04/02/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 04/09/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-5
Est. Start Time: 10:00 AM
Date Submitted: 04/01/09

NOTICE OF INTENT to Apply to the US Department of Justice, Office of Community Oriented Policing Services Grant as Part of the COPS Hiring Recovery Program [Program Offer 60068B: MCSO Warrant Task Force, Offer B]

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 7 minutes
Department: Sheriff's Office Division: Law Enforcement
Contact(s): Captain Monte Reiser
Phone: 503-251-2515 Ext. I/O Address: 313/1
Presenter(s): Captain Monte Reiser and Wanda Yantis, Fiscal Manager

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is seeking approval to apply for a competitive grant as part of the COPS Hiring Recovery Program (CHRP). The Sheriff and the Board will have an opportunity to accept, reassess program targets, or turn down the funding if the grant is received.

This is one of several federal stimulus grants the Sheriff's Office is actively researching and applying for which in total will aid the Sheriff's Office and its partners in addressing local and County crime issues. Upon learning of the success of a particular grant application as it relates to others, MCSO will bring forward a comprehensive approach to accepting and utilizing grant funding as it relates to services needs and currently funded services.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The COPS Hiring Recovery Program (CHRP) is a grant that provides funding directly to law enforcement agencies to create and preserve jobs. The grant provides 100% funding for entry-level salaries and benefits of full-time sworn officers for 36 months. The grant includes provisions to revise the entry level salary for contract and COLA adjustments for each subsequent year during the

term of the grant.

Funding requests are based upon the need for funding new hires, rehires previously laid off, and rehiring those scheduled to be laid off on a future date.

At the conclusion of the federal funding, grantees must retain awarded positions for a minimum of 12 months, budgeted above number that would have existed in the absence of the grant.

This would affect program offer 60068B: MCSO Warrant Task Force – offer B as this program was cut from the budget, resulting in the loss of 2 sworn positions.

3. Explain the fiscal impact (current year and ongoing).

The impact in FY09-10 is \$150,808 in grant funds.

The impact in FY10-11 is \$154,654 in grant funds.

The impact in FY11-12 is \$158,614 in grant funds.

The impact in FY12-13 is \$183,912 in County general or other funds.

4. Explain any legal and/or policy issues involved.

Government entities that fail to retain these positions for the 4th year may be ineligible to receive future COPS grants for a period of one to three years.

5. Explain any citizen and/or other government participation that has or will take place.

None anticipated.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The US Department of Justice, Office of Community Oriented Policing Services (COPS)

- **Specify grant (matching, reporting and other) requirements and goals.**

There is not match required by this grant. The grant funds three years; a fourth year funding commitment is required.

Performance measure objectives are:

1. Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officer.
2. Create and preserve sworn law enforcement officer jobs

- **Explain grant funding detail – is this a one time only or long term commitment?**

The funding level for the grant is for three years, with grantees making a fourth year commitment to continue funding. In addition, County funds are needed to support the Warrant Task Force above the grant funding amounts.

- **What are the estimated filing timelines?**

The grant application is due Tuesday, April 14, 2009 by 11:59 p.m. EDT.

- **If a grant, what period does the grant cover?**

The period begins July 1, 2009 and ends June 30, 2012. The 4th year commitment on the grantees part is from July 1, 2012 until June 30, 2013.

- **When the grant expires, what are funding plans?**

A commitment to be made by the Board of County Commissioners to reserve funds for 2 entry level (as of FY2010) enforcement deputies for FY2012-13.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs are not included in the grant and will need to be absorbed by the County.

ATTACHMENT B

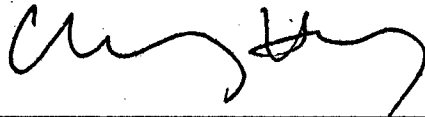
Required Signatures

Elected Official or
Department/
Agency Director:

/s/ *Bob Skipper / L.A.*

Date: 4/1/2009

Budget Analyst:



Date: 04/02/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 04.04.09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-6
Est. Start Time: 10:05 AM
Date Submitted: 04/01/09

NOTICE OF INTENT to Apply to the US Department of Justice, Office of Community Oriented Policing Services Grant as Part of the COPS Hiring Recovery Program [Program Offer 60066B: MCSO Detectives and CAT and Title: Program Offer 60072A: MCSO Gang Task Force]

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 7 minutes
Department: Sheriff's Office Division: Law Enforcement
Contact(s): Captain Monte Reiser
Phone: 503-251-2515 Ext. I/O Address: 313/1
Presenter(s): Captain Monte Reiser and Wanda Yantis, Fiscal Manager

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is seeking approval to apply for a competitive grant as part of the COPS Hiring Recovery Program (CHRP). The Sheriff and the Board will have an opportunity to accept, reassess program targets, or turn down the funding if the grant is received.

This is one of several federal stimulus grants the Sheriff's Office is actively researching and applying for which in total will aid the Sheriff's Office and its partners in addressing local and County crime issues. Upon learning of the success of a particular grant application as it relates to others, MCSO will bring forward a comprehensive approach to accepting and utilizing grant funding as it relates to services needs and currently funded services.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The COPS Hiring Recovery Program (CHRP) is a grant that provides funding directly to law enforcement agencies to create and preserve jobs. The grant provides 100% funding for entry-level salaries and benefits of full-time sworn officers for 36 months. The grant includes provisions to revise the entry level salary for contract and COLA adjustments for each subsequent year during the term of the grant.

Funding requests are based upon the need for funding new hires, rehires previously laid off, and rehiring those scheduled to be laid off on a future date.

At the conclusion of the federal funding, grantees must retain awarded positions for a minimum of 12 months, budgeted above number that would have existed in the absence of the grant.

This would affect program offer 60066B: MCSO Detectives and CAT and 60072A: MCSO Gang Task Force, as these program were cut from the budget, resulting in the loss of 2 sworn positions.

3. Explain the fiscal impact (current year and ongoing).

The impact in FY09-10 is \$150,808 in grant funds.

The impact in FY10-11 is \$154,654 in grant funds.

The impact in FY11-12 is \$158,614 in grant funds.

The impact in FY12-13 is \$183,912 in County general or other funds.

4. Explain any legal and/or policy issues involved.

Agencies that fail to retain these positions for the 4th year may be ineligible to receive future COPS grants for a period of one to three years.

5. Explain any citizen and/or other government participation that has or will take place.

None anticipated.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The US Department of Justice, Office of Community Oriented Policing Services (COPS)

- **Specify grant (matching, reporting and other) requirements and goals.**

There is not match required by this grant. The grant funds three years; a fourth year funding commitment is required.

Performance measure objectives are:

1. Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officer.
2. Create and preserve sworn law enforcement officer jobs

- **Explain grant funding detail – is this a one time only or long term commitment?**

The funding level for the grant is for three years, with grantees making a fourth year commitment to continue funding. In addition, County funds are needed to support the programs funded by this grant, above the grant funding amounts.

- **What are the estimated filing timelines?**

The grant application is due Tuesday, April 14, 2009 by 11:59 p.m. EDT.

- **If a grant, what period does the grant cover?**

The period begins July 1, 2009 and ends June 30, 2012. The 4th year commitment on the grantees part is from July 1, 2012 until June 30, 2013.

- **When the grant expires, what are funding plans?**

A commitment to be made by the Board of County Commissioners to reserve funds for 2 entry level (as of FY2010) enforcement deputies for FY2012-13.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs are not included in the grant and will need to be absorbed by the County.

ATTACHMENT B

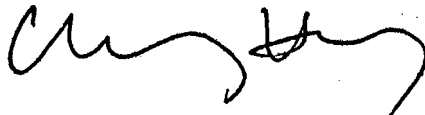
Required Signatures

Elected Official or
Department/
Agency Director:

/s/ *Bob Skipper / L.A.*

Date: 4/1/2009

Budget Analyst:



Date: 04/02/09



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-7
Est. Start Time: 10:10 AM
Date Submitted: 03/31/09

Agenda Title: **PROCLAMATION Proclaiming April 12 through 18, 2009 NATIONAL LIBRARY WEEK in Multnomah County, Oregon**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 5 minutes
Department: Library Division: Admin
Contact(s): Penny Hummel
Phone: 503 988-5498 Ext. 85498 I/O Address: 217/Admin
Presenter(s): Molly Raphael, Director of Libraries

General Information

1. What action are you requesting from the Board?

Adopt Proclamation Proclaiming April 12 through 18, 2009 NATIONAL LIBRARY WEEK in Multnomah County, Oregon.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

National Library Week is celebrated in hundreds of communities nationwide and highlights the contributions of libraries and library workers throughout the U.S.

3. Explain the fiscal impact (current year and ongoing).

n/a

4. Explain any legal and/or policy issues involved.

n/a

5. Explain any citizen and/or other government participation that has or will take place.

During National Library Week, library customers will be encouraged to participate in an online scavenger hunt designed to highlight the library's many electronic resources.

Required Signature

Elected Official or
Department/
Agency Director:

Diane McKel

Date: 3/31/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming April 12 through 18, 2009 NATIONAL LIBRARY WEEK in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. More than ever, our nation's libraries make a difference in the lives of millions of Americans, and play a vital role in supporting the quality of life in their communities.
- b. Libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning.
- c. Libraries can help you discover a world of knowledge, as well as providing personal service and assistance in finding what you need, when you need it.
- d. Here in Multnomah County, our library is a treasured resource used each day by thousands of customers of all ages and from all walks of life.
- e. The annual circulation of our library is second only to Queens Library in New York, which serves a population more than three times larger.

The Multnomah County Board of Commissioners Proclaims:

1. This week, we encourage all residents to join the circle of knowledge at the library. Visit your library in person or online to take advantage of the wonderful library resources available to all, and thank librarians and library workers for making information accessible to all.
2. The week of April 12 through 18, 2009 is proclaimed to be NATIONAL LIBRARY WEEK in Multnomah County, Oregon.

ADOPTED this 9th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Deborah Kafoury,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Judy Shiprack
Commissioner District 3

Diane McKeel
Commissioner District 4

SUBMITTED BY:
Molly Raphael, Director of Libraries

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 09-036

Proclaiming April 12 through 18, 2009 NATIONAL LIBRARY WEEK in Multnomah County, Oregon

The Multnomah County Board of Commissioners Finds:

- a. More than ever, our nation's libraries make a difference in the lives of millions of Americans, and play a vital role in supporting the quality of life in their communities.
- b. Libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning.
- c. Libraries can help you discover a world of knowledge, as well as providing personal service and assistance in finding what you need, when you need it.
- d. Here in Multnomah County, our library is a treasured resource used each day by thousands of customers of all ages and from all walks of life.
- e. The annual circulation of our library is second only to Queens Library in New York, which serves a population more than three times larger.

The Multnomah County Board of Commissioners Proclaims:

1. This week, we encourage all residents to join the circle of knowledge at the library. Visit your library in person or online to take advantage of the wonderful library resources available to all, and thank librarians and library workers for making information accessible to all.
2. The week of April 12 through 18, 2009 is proclaimed to be NATIONAL LIBRARY WEEK in Multnomah County, Oregon.

ADOPTED this 9th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, County Chair


Deborah Kafoury,
Commissioner District 1


Jeff Cogen,
Commissioner District 2


Judy Shiprack
Commissioner District 3


Diane McKeel
Commissioner District 4

SUBMITTED BY:
Molly Raphael, Director of Libraries





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 04/09/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-8
Est. Start Time: 10:15 AM
Date Submitted: 03/25/09

NOTICE OF INTENT to Apply for a Department of Justice Office on Violence
Agenda Against Women Transitional Housing American Recovery and Reinvestment
Title: Act of 2009 Grant

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 9, 2009 **Amount of Time Needed:** 10 Minutes
Department: County Human Services **Division:** Domestic Violence
Contact(s): Chiquita Rollins
Phone: 503-988-4112 **Ext.** 84112 **I/O Address:** 167/630
Presenter(s): Chiquita Rollins

General Information

1. What action are you requesting from the Board?

The Domestic Violence Coordinator's Office, Department of County Human Services is requesting approval to submit a Transitional Housing Recovery Act grant proposal to the Office on Violence Against Women, US Department of Justice. The Department of County Human Services recommends that this request be approved, as transitional housing for victims of domestic violence has been determined to be a priority by the Domestic Violence Coordinators Office. The funds available are part of the American Recovery and Reinvestment Act of 2009 (ARRA).

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Far too many women who are victims of domestic violence face a choice between homelessness and life with an abusive partner (US Conference of Mayors 2000). These choices emerge as they face decisions about whether to stay with or leave an abusive partner, as they face leaving an emergency shelter program and have no where to go and as they search for affordable housing for themselves and their children. Safety planning for battered women and their children must address their basic survival needs, which include economic self-sufficiency and safe, affordable & non-temporary housing.

The partner agencies (Bradley-Angle House, El Programa Hispano (UNICA), Volunteers of America (Home Free), Raphael House, and Russian Oregon Social Services) currently provide transitional housing with supportive services with funds from the Department of Housing and Urban Development (HUD). These agencies focus on victims who are Latina, Russian, African American, or Native American, or have other barriers such as large families, disabilities, and criminal histories. Clients and their children live in scattered-site, market rate housing. Lack of living wage employment and increasing rents are two of the major barriers they face in maintaining housing after the HUD subsidy ends. This OVW grant provides additional funds to provide rent assistance, advocacy, and job preparedness to address these barriers.

3. Explain the fiscal impact (current year and ongoing).

This is a 29 month grant that will begin June 1, 2009 and end on September 30, 2011. DCHS will be requesting a total of \$500,000 for the entire project with both direct and indirect cost. Department approved indirect cost are included in the grant and a 0.15 FTE is funded through the grant to implement the project and assure grant compliance, especially in light of the additional reporting requirements that ARRA contains. These are one-time-only funds with no expectation for on-going or additional Federal funds.

4. Explain any legal and/or policy issues involved.

This should be considered as part of the County's economic stimulation efforts. ARRA funding requires additional reporting ten days following each quarter. These reports include service level and fiscal information. The major policy issue involved in these funds is that there will be no on-going funding for this project, or for any other ARRA-funded grant. ARRA will bring millions of Federal funds into the County which will all end at approximately the same time frame (24-36 months from now). Sustainability of the majority of these projects will not be possible.

5. Explain any citizen and/or other government participation that has or will take place.

The proposal is being developed collaboratively between the Domestic Violence Coordinators Office, Department of County Human Services, Volunteers of America – Home Free, Bradley Angle House, El Programa Hispano – UNICA, Russian Oregon Social Services, and Raphael House. As administrator of the associated HUD funding, DCHS will act as the lead agency and will submit the proposal.

ATTACHMENT A

Grant Application/Notice of Intent

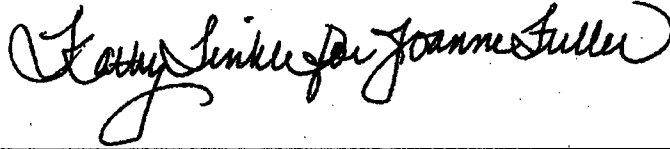
If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**
Office on Violence Against Women, U.S. Department of Justice
- **Specify grant (matching, reporting and other) requirements and goals.**
No match is required.
- **Explain grant funding detail – is this a one time only or long term commitment?**
This is a one-time only request for funding. No continuation funds will be available. A .15 FTE is funded by the grant.
- **What are the estimated filing timelines?**
The proposal is due by 5:00 on Wednesday April 8, 2009
- **If a grant, what period does the grant cover?**
June 1, 2009 through September 30, 2011
- **When the grant expires, what are funding plans?**
This is an ARRA competitive one-time-only grant with no guarantee of future funding. Some grant-funded efforts/products (training and assessment tools) will be left in place, and the project partners (the County, Catholic Charities, ROSS, VOA, Bradley Angle House, and Raphael House) may seek additional funding from other sources, if any are available.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Indirect of 5.58% is included in the budget. A .15 FTE is included in the grant

ATTACHMENT B

Required Signatures

Elected Official
or Department/
Agency Director:



Date: 03/25/09

Budget Analyst:



Date: 03/25/09



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (long form)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 04/09/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-9
Est. Start Time: 10:20 AM
Date Submitted: 04/01/09

NOTICE OF INTENT to Submit a Grant Request to the Health Resources and Services Administration to Support Capital Improvements to Health Facilities in
Agenda Response to an Upcoming Announcement under the American Recovery and
Title: Reinvestment Act of 2009

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date:	<u>April 9, 2009</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Integrated Clinical Services</u>
Contact(s):	<u>Susan Kirchoff, Tom Waltz</u>		
Phone:	<u>503-988-3663</u>	Ext.	<u>25870</u>
Presenter(s):	<u>Susan Kirchoff, Tom Waltz</u>	I/O Address:	<u>160/8</u>

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to submit a grant request to the Health Resources and Services Administration to support capital improvements at County-operated health care facilities in response to the President's strategy to implement the American Recovery and Reinvestment Act (ARRA) of 2009.

Note: The announcement for this stimulus grant funding opportunity has not yet been released; and it is expected that, once it is released, there will not be sufficient time to comply with the Board's NOI process. The information provided below discusses concepts that reflect priorities for the Department in terms of possible capital improvement projects. Details about any funding awarded to the Health Department will be presented to the Board for approval as a Budget Modification.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Health Department provides health care to more than 59,000 low income residents in the county each year. Funding to support health services is provided through multiple sources including the

County general fund, third party reimbursements, and through Federal grant funding (e.g., Section 330 of Consolidated Health Services Act).

As a federal Section 330 grantee, the Health Department will be eligible to receive grant funding to support capital improvements at its for County-operated health centers through the American Recovery and Reinvestment Act of 2009. The amount of funding available has not been announced (but is expected during the month of April), and the turnaround time for applications will be extremely short.

The scope of capital improvements will depend on the level of funding available. However, after conducting an internal assessment of needs, priority improvements that have been identified include the following:

- Remodel Westside Health Center to support new care delivery model.
- Expand Pharmacy at Northeast Health Center, and general renovations/updating of the clinic.
- Move dental clinic at Northeast Health Center to space being vacated by the immunization clinic to expand dental access.
- Relocate School Based Health Center at Roosevelt, and move Lincoln Park SBHC site to David Douglas High School.
- Update radiology equipment at Westside and Mid-County.
- Establish health service facilities in Rockwood.

These projects will enhance the Health Department's efforts to meet the health care needs of low income residents as specified in FY 2010 Program Offers #40017A (Dental Services), #40020 (Northeast Health Center), #40021A (Westside Health Center), #40023 (Mid-County Health Center), #40024 (School-Based Health Centers), #40031A (Pharmacy), and #40032 (Lab, X-Ray, Medical Records).

3. Explain the fiscal impact (current year and ongoing).

No County funding is requested.

4. Explain any legal and/or policy issues involved.

None identified; providing health services is consistent with County policy to address the health care needs of Multnomah County residents.

5. Explain any citizen and/or other government participation that has or will take place.

This proposed project will be presented to the Community Health Council prior to being implemented.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**
Health Resources and Services Administration.
- **Specify grant (matching, reporting and other) requirements and goals.**
No match is required for this grant. Grantees are expected to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**
This is one time only funding.
- **What are the estimated filing timelines?**
This application involves the Federal electronic submission process through the HRSA Electronic Handbooks (EHB). No filing deadline has been established. However, the filing deadline is expected during the month of April 2009.
- **If a grant, what period does the grant cover?**
This information is not available at this time. However, it is expected that the grant period will be two years upon notice of grant award (anticipated June 2009).
- **When the grant expires, what are funding plans?**
This is one time funding to support capital improvements at existing health centers.
- **How will the County indirect, central finance and human resources and departmental overhead costs be covered?**
These administrative costs (including any facilities) will be covered in the grant request.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

Lillian Shirley

Date: 03/31/09

Budget Analyst:

Angela Burdine

Date: 04/01/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 04/09/09
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-10
Est. Start Time: 10:25 AM
Date Submitted: 04/01/09

NOTICE OF INTENT to Submit an \$854,098 Grant Request to the Health Resources and Services Administration to Support the Increased Demand for Health Services Initiative

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 5 minutes
Department: Health Division: Integrated Clinical Services
Contact(s): Susan Kirchoff, Tom Waltz
Phone: 503-988-3663 Ext. 25870 I/O Address: 160/8
Presenter(s): Susan Kirchoff, Tom Waltz

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to submit an \$854,098 grant request to the Health Resources and Services Administration to support an increased demand for health services in response to the President's strategy to implement the American Recovery and Reinvestment Act (ARRA) of 2009.

Note: This application was submitted on March 16, 2009. However, because of the one-week announcement period, combined with a high volume of grant development activities during the month of March, the Health Department was unable to submit an NOI to the Board prior to the deadline.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results. The Health Department provides health care to more than 59,000 low income residents in the county each year. Funding to support health services is provided through multiple sources including the County general fund, third party reimbursements, and through Federal grant funding (Section 330 of Consolidated Health Services Act).

As a federal Section 330 grantee, the Health Department is eligible to receive \$854,098 through the American Recovery and Reinvestment Act of 2009 as a one-time formulary grant to support costs related to increased demand for services. The subject area for this funding is east Multnomah County, which has experienced significant growth in terms poverty, lack of health insurance, size and composition of minority populations, and demand for access to primary care services in recent years. There is limited access to primary care services in east Multnomah County, with access points including three health centers operated by the Health Department, and acute care provided at three small nonprofit clinics operated on a part-time basis. Examples of unmet need in among east Multnomah County's health centers include the following:

- La Clinica de Buena Salud is a small neighborhood clinic served by a single medical team. Approximately 1,000 patients have been turned away in the past year due to lack of new appointments and lack of space on provider panels.
- East County Health Center serves over 8,800 patients. The health center is at capacity and unable to offer access to the growing number of uninsured clients in the Gresham area.
- Mid-County Health Center is the largest health center operated by the Department; serving approximately 9,300 clients. Providers exceed productivity expectations, however, demand for service outweighs the supply of appointments. All providers' panels are over 100% full. The center is also the Refugee Screening program site, which serves approximately 1,000 refugees annually, and the majority of refugees screened choose to continue to obtain their medical care at Mid County, resulting in tremendous growth pressure on the clinic.

The proposed project will enable the Health Department to establish six new medical teams to deliver health services to uninsured and low income residents in need of health services at three health centers. These new teams will provide access to an additional 5,500 users and more than 31,750 visits (60% will be uninsured). Medical teams will consist of a physician, nurse (RN) and a medical assistant. Project staffing will also include support personnel to address the unique needs of underserved populations.

This project will support the Health Department's efforts to meet the health care needs of low income residents as specified in FY 2010 Program Offers #40022 (East County Health Center), #40023 (Mid-County Health Center) and #40026 (La Clinica de la Buena Salud).

3. Explain the fiscal impact (current year and ongoing).

No County funding is requested.

4. Explain any legal and/or policy issues involved.

None identified; providing health services is consistent with County policy to address the health care needs of Multnomah County residents.

5. Explain any citizen and/or other government participation that has or will take place.

This proposed project will be presented to the Community Health Council prior to being implemented. Similar ARRA grant funding was offered to other organizations that receive federal funding to operate community health centers in the county (i.e., Outside In, Central City Concern, Native American Rehabilitation Association, and Yakima Valley's Rosewood Clinic).

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**
Health Resources and Services Administration.
- **Specify grant (matching, reporting and other) requirements and goals.**
No match is required for this grant. Grantees are expected to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**
Applications may not exceed \$854,098 in requested grant funds. This is one time only funding.
- **What are the estimated filing timelines?**
This application involves the Federal electronic submission process through the HRSA Electronic Handbooks (EHB). Applications must be submitted on or before March 16, 2009.
- **If a grant, what period does the grant cover?**
This grant will cover two years beginning March 30, 2009.
- **When the grant expires, what are funding plans?**
This is one time funding over a period of two years to support an increased in the demand for health services until the Nation's economy recovers. Federal grant funding will include third party billing to cover the cost of services.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
These administrative costs (including facilities) will be covered in the grant request.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

Lillian Shirley

Date: 03/31/09

Budget Analyst:

Angela Burdine

Date: 04/01/09



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: UC-1
Est. Start Time: 10:30 AM
Date Submitted: 04/07/09

Intergovernmental Revenue Agreement 0809195 with the Oregon Department of Transportation for NE Halsey Street and SE Stark Street Sidewalks in Multnomah County Utilizing Funds from the American Recovery and Reinvestment Act of 2009

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 10 Minutes
Department: Community Services Division: Land Use & Trans Program
Contact(s): Brian Vincent, PE, County Engineer
Phone: (503) 988-5050 Ext. 29642 I/O Address: #425/2nd Floor
Presenter(s): Brian Vincent, PE, County Engineer

General Information

1. What action are you requesting from the Board?

The Department of Community Services' Land Use and Transportation Program requests approval of an Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for Halsey Street and Stark Street Sidewalk Improvements in Multnomah County utilizing funds from the American Recovery and Reinvestment Act of 2009.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Department has actively pursued options to take advantage of funds available to the State of Oregon from the American Recovery Reinvestment Act of 2009. Funds were apportioned based on a combination of existing distribution formulas and consensus from adjacent agencies.

3. Explain the fiscal impact (current year and ongoing).

There is no direct impact. ARRA funds will fully compensate costs associated with this work.

4. Explain any legal and/or policy issues involved.

None

5. Explain any citizen and/or other government participation that has or will take place.

These projects were reviewed and approved for selection via the East Multnomah County Transportation Committee (EMCTC) of which Multnomah County is a member.

Required Signature

**Elected Official or
Department/
Agency Director:**



Date: 04/07/09

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0809195

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached

Amendment #:

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract <input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Personal Services Contract <input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract <input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Expenditure Contract <input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement <input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services

Originator: Brian Vincent, County Engineer

Contact: Cathey Kramer

Division/

Program: Land Use & Transportation Program

Phone: (503) 988-5050 x29642

Phone: (503) 988-5050 x22589

Date: 04/07/09

Bldg/Room: #425/Yeon

Bldg/Room: #425/Yeon

Description of Contract: Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for NE Halsey Street and SE Stark Street Sidewalks in Multnomah County, utilizing funds from the American Recovery and Reinvestment Act of 2009. Revenue IGA.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____

EEO CERTIFICATION EXPIRES _____

PROCUREMENT _____
 EXEMPTION OR _____
 CITATION # _____

ISSUE _____
 DATE: _____

EFFECTIVE _____
 DATE: _____

END _____
 DATE: _____

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Oregon Dept. of Transportation		Remittance address	
Address	123 NW Flanders St.		(If different)	
City/State	Portland OR		Payment Schedule / Terms:	
ZIP Code	97209-4037		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 731-8238 (Tom Weatherford)		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A		<input checked="" type="checkbox"/> Other \$ Per Invoice	<input type="checkbox"/> Other
Contract Effective Date	04/09/2009	Term Date	09/30/2015	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:
Amendment Effect Date		New Term Date		
Original Contract Amount	\$	Original PA/Requirements Amount	\$	
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$	
Amount of Amendment	\$	Amount of Amendment	\$	
Total Amount of Agreement	\$ 1,000,000.00 (Estimated)	Total PA/Requirements Amount	\$	

REQUIRED SIGNATURES:

Department Manager KP 

County Attorney /s/ Matthew O. Ryan

CPCA Manager N/A

County Chair 

Sheriff

Contract Administration N/A

DATE 4/7/2009

DATE 4/07/2009

DATE

DATE 04/07/09

DATE

DATE

COMMENTS: (WBS: BIKESWA4299 & BIKESWA4399)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # 06-1 DATE 04-09-09

DEBORAH L. BOGSTAD, BOARD CLERK

-----Original Message-----

From: RYAN Matthew O
Sent: Tuesday, April 07, 2009 11:19 AM
To: KRAMER Cathey M
Cc: VINCENT Brian S; PEOPLES Kim E
Subject: FW: Emailing: ODOT IGA - Stimulus - Sidewalks.pdf

Cathey,
The attached IGA is approved for submission to the BCC for its consideration. Thanks.

Matthew O. Ryan
Assistant County Attorney
Office of Multnomah County Attorney
501 SE Hawthorne, Suite 500
Portland, Oregon 97214
Tel: 503-988-3138; Fax: 503-988-3377
matthew.o.ryan@co.multnomah.or.us

CONFIDENTIALITY: This email transmission may contain confidential and privileged information. The information contained herein is intended for the addressee only. If you are not the addressee, please do not review, disclose, copy or distribute this transmission. If you have received this transmission in error, please contact the sender immediately.

-----Original Message-----

From: VINCENT Brian S
Sent: Wednesday, April 01, 2009 10:07 AM
To: RYAN Matthew O
Cc: PEOPLES Kim E; KRAMER Cathey M
Subject: Emailing: ODOT IGA - Stimulus - Sidewalks.pdf

Matt:

Attached is an e-version of the IGA ODOT is issuing for the stimulus projects.

Please review for acceptance. Hard copies are enroute to you.

Due to the short fuse here (April 13 back to ODOT), I must ask for your immediate attention.

Also, due to the timeframe, I am hopeful we can use the consent agenda.

Note, we will be receiving at least one more of these.

Brian

LOCAL AGENCY AGREEMENT
American Recovery and Reinvestment Act of 2009

Halsey Street and Stark Street Sidewalks (Multnomah County)
Multnomah County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its **Department of Transportation**, hereinafter referred to as "State," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. **Halsey Street, Stark Street, 238th Avenue, 244th Avenue, 257th Avenue, and Troutdale Road** are a part of the county system under the jurisdiction and control of **Agency**.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as the "ARRA", provides funding for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and state and local fiscal stabilization, for fiscal years 2009 and 2010.
4. The ARRA provides each state an allocation of ARRA funds for cities, counties and metropolitan areas.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to **construct sidewalks from 238th Avenue to 244th Avenue on Halsey Street and from 257th Avenue to Troutdale Road on Stark Street**, hereinafter referred to as "Project." The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Agency/State
Agreement No. 25499

2. The Project shall be conducted as a part of the ARRA Program under Title 23, United States Code. The total Project cost is estimated at **\$1,000,000**, which is subject to change. ARRA Program funds for this Project shall be limited to **\$989,960**. The Project will be financed with ARRA funds at 100 percent of the maximum allowable federal participating amount. Agency will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, including all costs in excess of the available federal funds. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015.
3. The federal funding for this Project is contingent upon approval by the FHWA and receipt of federal funds by State. Any work performed prior to "authorization" (also called obligation of funds) by FHWA or outside the scope of work will be considered non-participating and paid for at Agency expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. Agency shall place signs that identify Project as "American Recovery and Reinvestment Act of 2009" (State approved design). Agency may affix additional signage that identifies local funds used for the Project.
6. Agency shall report to State the required reporting data by federal and state mandates for delivery of the ARRA program. State shall inform the local agencies of the reporting requirements once they have been received from FHWA and the Department of Administrative Services and such requirements shall be made a part of this Agreement.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or September 30, 2015, whichever is sooner. No work can begin on this Project until Agency receives a Notice To Proceed from State's Local Agency Liaison.
8. This Agreement may be terminated by mutual written consent of both Parties.
9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

Agency/State
Agreement No. 25499

- i. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - b. If Agency fails to provide payment of its share of the cost of the Project.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
10. Because of the ARRA funding requirements, Agency must advance the Project for obligation of funds prior to March 1, 2010; and State must make a determination no later than December 31, 2009 whether this date will be met. Therefore, if Agency has not submitted the Project "Plans, Specification and Estimates" (PS&E) package to State's Region office by December 31, 2009, the Project will be reviewed by State, in coordination with the Oregon Local Program Committee. If State determines that the ARRA funds will not be, or are unlikely to be, obligated for construction prior to March 1, 2010, State may terminate this Agreement effective upon delivery of written notice to Agency, allowing the funds to be distributed to another project at State's discretion; and State shall have no obligation to replace the ARRA funds with other state or federal funds.
11. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
13. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon

Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key No. 16458 that was approved by the Oregon Transportation Commission on November 14, 2007 or will subsequently be approved by amendment to the STIP.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

Multnomah County, by and through its
elected officials

By [Signature]

Date 04/07/09

By [Signature]

Date 4/7/09

**APPROVED AS TO LEGAL
SUFFICIENCY**

By [Signature]
Agency Counsel

Date April 8, 2009

Agency Contact:

Ian Cannon
1403 SE Water Ave
Portland, OR 97219
kim.peoples@co.multnomah.or.us
(503) 988.5050 ext 26797

State Contact:

Tom Weatherford, ODOT Region 1
123 NW Flanders Street
Portland, OR, 97209-4012
Thomas.L.WEATHERFORD@odot.state.or.us
503.731.8238

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

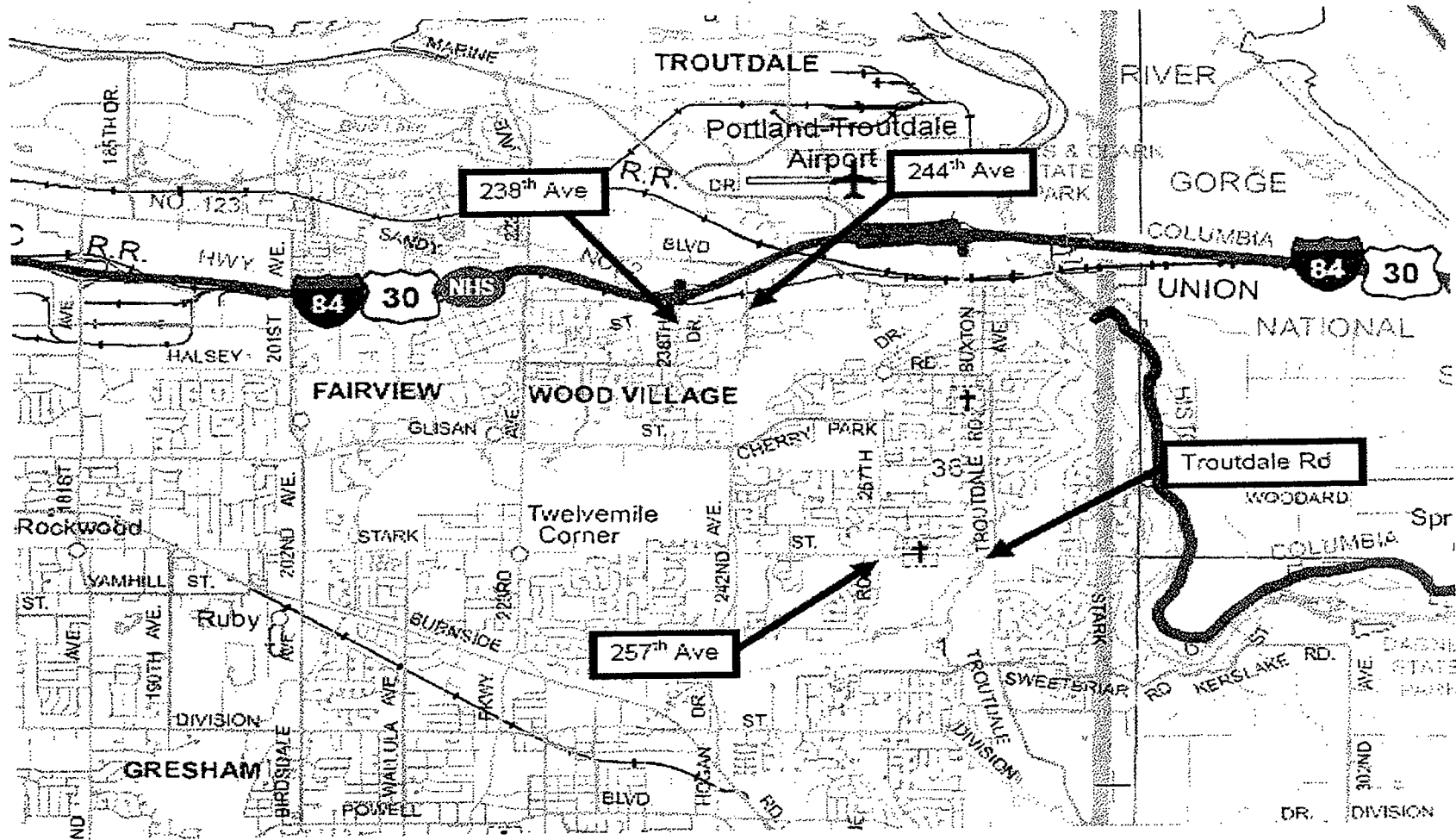
By _____
Local Government Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____



Halsey St: 238th Ave – 244th Ave
Stark St: 257th Ave – Troutdale Rd

ATTACHMENT NO. 1 to Agreement No. 25499
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this Agreement, Agency and Consultant shall enter into a Personal Services Contract approved by State's Chief Procurement Officer or designee (Salem). Said contract must be reviewed and approved by State's Chief Procurement Officer or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.
4. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as federal participating costs or that are not included as part of the total cost of the Project.
5. Final billings shall be submitted to State for processing within two (2) years from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) and 2) third notification for construction. Partial billing (progress payment) shall be submitted to State within one (1) year from the date that costs are incurred. Final billings submitted after two (2) years shall not be eligible for reimbursement. No ARRA funding will be available for project reimbursement after September 30, 2015. State shall not be responsible to provide additional funding to Agencies that do not have final billings processed before this date.
6. If Agency overlays a bridge, Agency shall either (a) load rate a bridge when adding two (2) inches of pavement to an existing bridge deck to determine if the capacity of the bridge or (b) remove 2-inches of Asphalt Concrete (AC) from the bridge deck and then place 2-inches back for a zero net gain of Asphalt Concrete (in-lay/over-

Agency/State
Agreement No. 25499

lay) on the bridge deck. Agency shall then sawcut the new AC pavement at the bridge ends and fill with poured joint filler to account for bridge movement.

7. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as 20 calendar years. State may conduct periodic inspections during the life of the Project to verify that Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of this Agreement.

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to

any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR United States Department of Transportation
(USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; OMB CIRCULAR NO. A-87 and NO. A-133 Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

PROJECT ACTIVITIES

12. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
13. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
14. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
15. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

16. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

17. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
18. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
19. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
20. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
21. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
22. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

23. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement. If federal funds are used, Agency will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. Agency will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.
24. Agency's estimated share and advance deposit.
- A. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
25. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.

26. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
27. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
28. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
29. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
30. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
31. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).

32. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
- b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
- c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

33. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

34. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

35. Agency shall cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the Project. Only those utility relocations, which are eligible for federal-aid participation under, Title 23 CFR 645A, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.

36. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate State's Region Utility Specialist or State's Right of Way Section Railroad Liaison, and Utility Engineer.

STANDARDS

37. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
38. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
39. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
40. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
41. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

42. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
43. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
44. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

45. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
46. Notwithstanding the foregoing defense obligations under Paragraph 45, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

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

WORKERS' COMPENSATION COVERAGE

48. All employers, including Agency that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

49. Agency certifies by signing the Agreement that:
- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 35, 36, and 47 are not applicable to any local agency on state highway projects.

LOCAL AGENCY AGREEMENT
American Recovery and Reinvestment Act of 2009

Halsey Street and Stark Street Sidewalks (Multnomah County)
Multnomah County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its **Department of Transportation**, hereinafter referred to as "State," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. **Halsey Street, Stark Street, 238th Avenue, 244th Avenue, 257th Avenue, and Troutdale Road** are a part of the county system under the jurisdiction and control of **Agency**.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as the "ARRA", provides funding for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and state and local fiscal stabilization, for fiscal years 2009 and 2010.
4. The ARRA provides each state an allocation of ARRA funds for cities, counties and metropolitan areas.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to **construct sidewalks from 238th Avenue to 244th Avenue on Halsey Street and from 257th Avenue to Troutdale Road on Stark Street**, hereinafter referred to as "Project." The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

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2. The Project shall be conducted as a part of the ARRA Program under Title 23, United States Code. The total Project cost is estimated at **\$1,000,000**, which is subject to change. ARRA Program funds for this Project shall be limited to **\$989,960**. The Project will be financed with ARRA funds at 100 percent of the maximum allowable federal participating amount. Agency will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, including all costs in excess of the available federal funds. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015.
3. The federal funding for this Project is contingent upon approval by the FHWA and receipt of federal funds by State. Any work performed prior to "authorization" (also called obligation of funds) by FHWA or outside the scope of work will be considered non-participating and paid for at Agency expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. Agency shall place signs that identify Project as "American Recovery and Reinvestment Act of 2009" (State approved design). Agency may affix additional signage that identifies local funds used for the Project.
6. Agency shall report to State the required reporting data by federal and state mandates for delivery of the ARRA program. State shall inform the local agencies of the reporting requirements once they have been received from FHWA and the Department of Administrative Services and such requirements shall be made a part of this Agreement.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or September 30, 2015, whichever is sooner. No work can begin on this Project until Agency receives a Notice To Proceed from State's Local Agency Liaison.
8. This Agreement may be terminated by mutual written consent of both Parties.
9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

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- i. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - b. If Agency fails to provide payment of its share of the cost of the Project.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
10. Because of the ARRA funding requirements, Agency must advance the Project for obligation of funds prior to March 1, 2010; and State must make a determination no later than December 31, 2009 whether this date will be met. Therefore, if Agency has not submitted the Project "Plans, Specification and Estimates" (PS&E) package to State's Region office by December 31, 2009, the Project will be reviewed by State, in coordination with the Oregon Local Program Committee. If State determines that the ARRA funds will not be, or are unlikely to be, obligated for construction prior to March 1, 2010, State may terminate this Agreement effective upon delivery of written notice to Agency, allowing the funds to be distributed to another project at State's discretion; and State shall have no obligation to replace the ARRA funds with other state or federal funds.
11. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
13. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon

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Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key No. 16458 that was approved by the Oregon Transportation Commission on November 14, 2007 or will subsequently be approved by amendment to the STIP.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

Multnomah County, by and through its
elected officials

By [Signature]

Date 04/07/09

By M. Cecilia Pherson

Date 4/7/09

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Matthew S. Ryan

Agency Counsel

Date April 8, 2009

Agency Contact:

Ian Cannon
1403 SE Water Ave
Portland, OR 97219
kim.peoples@co.multnomah.or.us
(503) 988.5050 ext 26797

State Contact:

Tom Weatherford, ODOT Region 1
123 NW Flanders Street
Portland, OR, 97209-4012
Thomas.L.WEATHERFORD@odot.state.or.us
503.731.8238

STATE OF OREGON, by and through
its Department of Transportation

By _____

Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____

Local Government Section Manager

Date _____

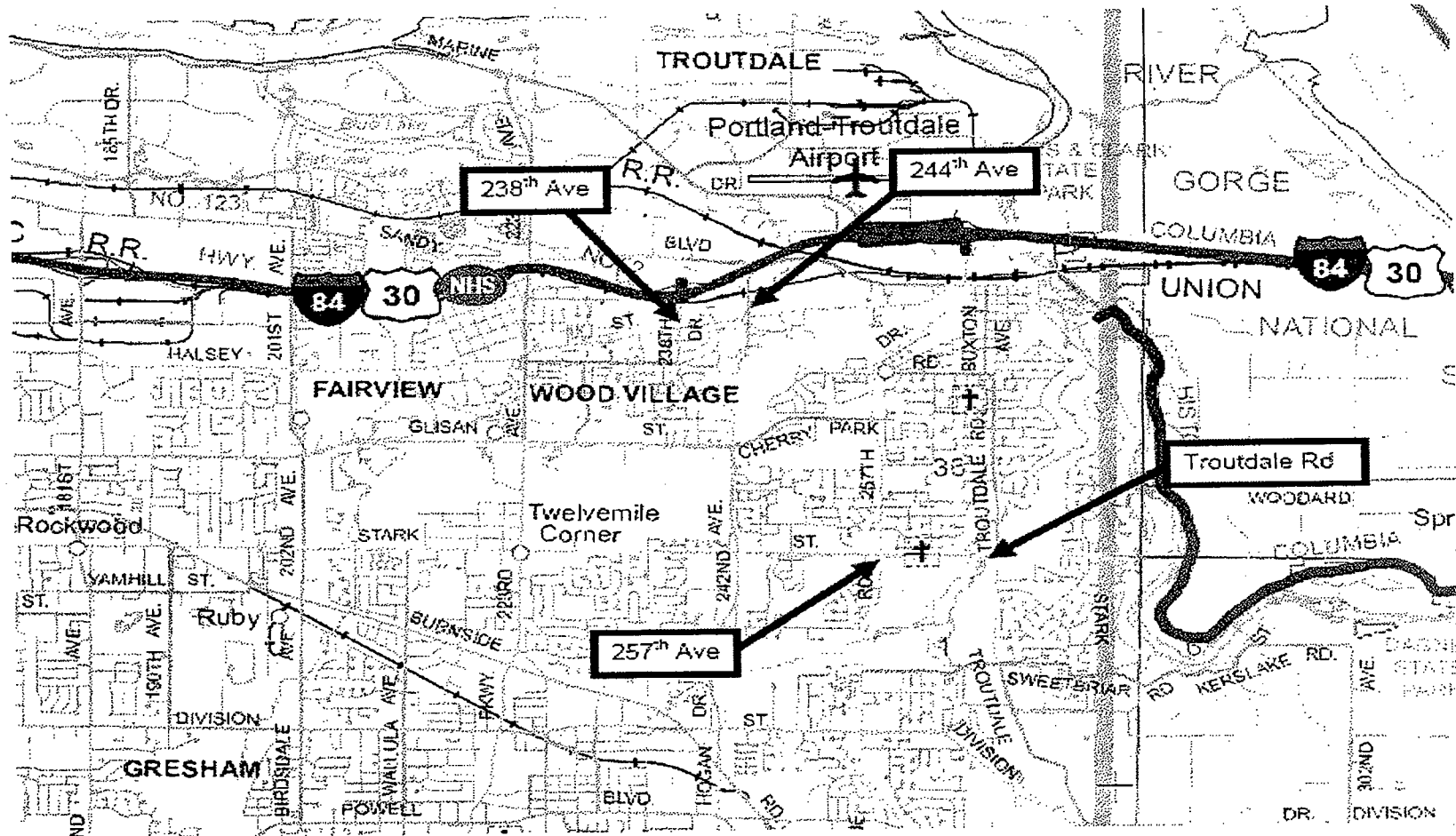
**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date: _____

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC 1 DATE 04.09.09
DEBORAH L. BOGSTAD, BOARD CLERK



Halsey St: 238th Ave – 244th Ave
Stark St: 257th Ave – Troutdale Rd

ATTACHMENT NO. 1 to Agreement No. **25499**
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this Agreement, Agency and Consultant shall enter into a Personal Services Contract approved by State's Chief Procurement Officer or designee (Salem). Said contract must be reviewed and approved by State's Chief Procurement Officer or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.
4. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as federal participating costs or that are not included as part of the total cost of the Project.
5. Final billings shall be submitted to State for processing within two (2) years from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) and 2) third notification for construction. Partial billing (progress payment) shall be submitted to State within one (1) year from the date that costs are incurred. Final billings submitted after two (2) years shall not be eligible for reimbursement. No ARRA funding will be available for project reimbursement after September 30, 2015. State shall not be responsible to provide additional funding to Agencies that do not have final billings processed before this date.
6. If Agency overlays a bridge, Agency shall either (a) load rate a bridge when adding two (2) inches of pavement to an existing bridge deck to determine if the capacity of the bridge or (b) remove 2-inches of Asphalt Concrete (AC) from the bridge deck and then place 2-inches back for a zero net gain of Asphalt Concrete (in-lay/over-

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lay) on the bridge deck. Agency shall then sawcut the new AC pavement at the bridge ends and fill with poured joint filler to account for bridge movement.

7. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as 20 calendar years. State may conduct periodic inspections during the life of the Project to verify that Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of this Agreement.

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to

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any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR United States Department of Transportation
(USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; OMB CIRCULAR NO. A-87 and NO. A-133 Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

PROJECT ACTIVITIES

12. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
13. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
14. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
15. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

16. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

17. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
18. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
19. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
20. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
21. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
22. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

23. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement. If federal funds are used, Agency will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. Agency will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.
24. Agency's estimated share and advance deposit.
- A. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
25. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.

Agency/State
Agreement No. 25499

26. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
27. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
28. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
29. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
30. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
31. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).

32. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
- b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
- c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

33. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

34. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

35. Agency shall cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the Project. Only those utility relocations, which are eligible for federal-aid participation under, Title 23 CFR 645A, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.

36. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate State's Region Utility Specialist or State's Right of Way Section Railroad Liaison, and Utility Engineer.

STANDARDS

37. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
38. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
39. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
40. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
41. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

42. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
43. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
44. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

45. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
46. Notwithstanding the foregoing defense obligations under Paragraph 45, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

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

WORKERS' COMPENSATION COVERAGE

48. All employers, including Agency that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

49. Agency certifies by signing the Agreement that:
- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Agency/State
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- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 35, 36, and 47 are not applicable to any local agency on state highway projects.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: UC-2
Est. Start Time: 10:40 AM
Date Submitted: 04/07/09

Agenda Title: PROCLAMATION Proclaiming April 6th through April 12th, 2009 Public Health Awareness Week in Multnomah County, Oregon, which this Year Highlights the theme Building a Foundation for a Healthy America

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: April 9, 2008 Time Requested: 60 minutes
Department: Health Division:
Contact(s): Kate Lee
Phone: (503) 988-3674 Ext. 26113 I/O Address: 160/8
Presenter(s): Lillian Shirley and Invited Others

General Information

1. What action are you requesting from the Board?

The Health Department is requesting Board approval of a PROCLAMATION Proclaiming April 6th through April 12th, 2009 Public Health Awareness Week in Multnomah County, Oregon, which this Year Highlights the theme Building a Foundation for a Healthy America, and that the Board honor Multnomah County Public Health Heroes and celebrate the ways that health professionals and community members promote the health and wellbeing of Multnomah County. We are requesting that the Board, along with Lillian Shirley, acknowledge the 2009 Public Health Heroes.

2. Please provide sufficient background information for the Board and the public to understand this issue.

National Public Health Week was established by the American Public Health Association in 1995 as a way to recognize the contributions of public health and prevention services to America's well-being. For the past several years, Multnomah County Health Department, with the support of the Board of County Commissioners, has recognized and celebrated our local public health heroes. Over fifty community members, organizations, businesses, youth, county employees, and policy makers have been given the distinguished honor of Public Health Hero to honor their efforts to promote the health and wellbeing of Multnomah County. The recognition of numerous community partners has been a public acknowledgement of the many diverse ways that everyday citizens, as well as highly trained professionals, contribute to the overall health of Multnomah County.

3. Explain the fiscal impact (current year and ongoing).

There is no fiscal impact – the budget for this recognition is minimal.

4. Explain any legal and/or policy issues involved.

There are no legal or policy issues involved.

5. Explain any citizen and/or other government participation that has or will take place.

Citizens participate as nominators, nominees, and heroes in the Public Health Heroes celebration.

Required Signatures

Department/
Agency Director:

*Karin Jensen for
William Sharitz*

Date: 04-07-09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming April 6th through April 12th, 2009 Public Health Awareness Week in Multnomah County, Oregon which this Year Highlights the theme Building a Foundation for a Healthy America

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Board of Commissioners recognize the contributions of community members and health professionals who promote the health and well being of the citizens of Multnomah County. The contributions of these dedicated individuals help achieve ten essential services of public health in communities:
- Monitor health status to identify community health problems
 - Diagnose and investigate health problems and health hazards in the community
 - Inform, educate and empower people about health issues
 - Mobilize community partnerships to identify and solve health problems
 - Develop policies and plans that support individual and community health efforts
 - Enforce laws and regulations that protect health and ensure safety
 - Link people to needed personal health services and assure the provision of health care when otherwise unavailable
 - Assure a competent public health and personal health care workforce
 - Evaluate effectiveness, accessibility and quality of personal and population-based health services
 - Research for new insights and innovative solutions to health problems

The Multnomah County Board of Commissioners Proclaims:

The Week of April 6th through April 12th, 2009 as Public Health Awareness Week in Multnomah County, Oregon, where working in partnership with diverse communities promotes Healthy People in Healthy Communities.

ADOPTED this 9th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

Ted Wheeler, County Chair

Deborah Kafoury,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Judy Shiprack,
Commissioner District 3

Diane McKeel,
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 09-037

Proclaiming April 6th through April 12th, 2009 Public Health Awareness Week in Multnomah County, Oregon which this Year Highlights the theme Building a Foundation for a Healthy America

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Board of Commissioners recognize the contributions of community members and health professionals who promote the health and well being of the citizens of Multnomah County. The contributions of these dedicated individuals help achieve ten essential services of public health in communities:
- Monitor health status to identify community health problems
 - Diagnose and investigate health problems and health hazards in the community
 - Inform, educate and empower people about health issues
 - Mobilize community partnerships to identify and solve health problems
 - Develop policies and plans that support individual and community health efforts
 - Enforce laws and regulations that protect health and ensure safety
 - Link people to needed personal health services and assure the provision of health care when otherwise unavailable
 - Assure a competent public health and personal health care workforce
 - Evaluate effectiveness, accessibility and quality of personal and population-based health services
 - Research for new insights and innovative solutions to health problems

The Multnomah County Board of Commissioners Proclaims:

The Week of April 6th through April 12th, 2009 as Public Health Awareness Week in Multnomah County, Oregon, where working in partnership with diverse communities promotes Healthy People in Healthy Communities.

ADOPTED this 9th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

TED WHEELER

Ted Wheeler, County Chair

Deborah Kafoury
Deborah Kafoury,
Commissioner District 1

Judy Shiprack
Judy Shiprack,
Commissioner District 3



Jeff Cogen
Jeff Cogen,
Commissioner District 2

Diane McKeel
Diane McKeel,
Commissioner District 4



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 04/09/09
Agenda Item #: R-11
Est. Start Time: 10:30 AM
Date Submitted: 01/16/09

Agenda Title: Multnomah County's Ninth Annual Public Health Heroes Celebration

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Requested Meeting Date: April 9, 2009 Amount of Time Needed: 1 hour
Department: Health Division:
Contact(s): Kate Lee
Phone: 503-988-3674 Ext. 26113 I/O Address: 160/8
Presenter(s): Lillian Shirley

General Information

1. What action are you requesting from the Board?

The Health Department is requesting that the Board honor Multnomah County Public Health Heroes and celebrate the ways that health professionals and community members promote the health and wellbeing of Multnomah County. We are requesting that the Board, along with Lillian Shirley, acknowledge the 2009 Public Health Heroes.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

National Public Health Week was established by the American Public Health Association in 1995 as a way to recognize the contributions of public health and prevention services to America's wellbeing. Since 2000, the Multnomah County Health Department, with the support of the Board of County Commissioners, has recognized and celebrated our local public health heroes. Over 60 community members, organizations, businesses, youth, county employees, and policy makers have been given the distinguished honor of Public Health Hero to honor their efforts to promote the health and wellbeing of Multnomah County. The recognition of numerous community partners has been a public acknowledgement of the many diverse ways that everyday community members, as well as highly trained professionals, contribute to the overall health of Multnomah County.

3. Explain the fiscal impact (current year and ongoing).

There is no fiscal impact – the budget for this recognition is minimal.

4. Explain any legal and/or policy issues involved.

There are no legal or policy issues involved.

5. Explain any citizen and/or other government participation that has or will take place.

Citizens participate as nominators, nominees, and heroes in the Public Health Heroes celebration.

Required Signature

**Elected Official or
Department/
Agency Director:**

Jillian Shulley / w2

Date: 01-14-09

BOGSTAD Deborah L

From: LEE Kate
Sent: Thursday, March 26, 2009 9:09 AM.
To: #MULTNOMAH COUNTY ALL EMPLOYEES
Cc: Christine Lau (clau@ahscpx.org); gbrownmiller@komen.org; Ellen Pinney (ellen@ohac.org); Gil Munoz (gmunoz@vgmhc.org); Holden Leung (hleung@ahscpx.org); Jackie Scott (jdscott@teleport.com); Joe Bolenbaugh (joe.bolenbaugh@mail.house.gov); Laura Sisulak (wagsnsis@comcast.net); Tracy Gratto (tracygratto@coalitionclinics.org); Sandra Spiegel (sandysuen1@hotmail.com); Rob Delf; Tejera Brown; Amy Anderson; Dan Pierce; Harold Odhiambo; Heather Martinez; Jay Thiemeyer; Joanne Gavin; Mauricio Somilleda; May-Lynn Chu; Nafisa Fai; Onofre Contreras; Sandy Ryman; Cindy Fletcher; Gail Brownmiller; Gail Houck; Jennifer Wagner; Leda Garside; Meagan Madlem; Street Roots; Anna Aguilar; Carole Romm; Christie Taylor; Danny Slifman; Debbie Silva; Della; Donna Libemday; Ebony; Emily Berndt; Greg; Jackie Scott; MASON James; Jen Matheson; Kerri Lopez; Maribeth Healy; Mary Lou Hennrich; Pete Schulberg; Rebecca Hernandez; Sia Lindstrom; Stephanie

Subject: 2009 Public Health Hero winners

The Multnomah County Health Department is pleased to announce the winners of this year's Public Health Hero awards. We received 51 nominations this year in six categories. Please join us in congratulating all the individuals and groups who were nominated on **Thursday, April 9th from 11:00am – 12:00pm for the 2009 Public Health Heroes Celebration at 501 SE Hawthorne Street, 1st floor in the Boardroom.**

For all of their tireless hours in pursuit of better health and living standards for all people in our community, we salute our 2009 Public Health Heroes:

Josiah Hill Community Leadership Award:

Linda Hornbuckle – Her voice has been influential in this County, speaking out about the dangers of secondhand smoke and refusing to perform in smoky bars and clubs. She uses her singing voice to attract large crowds and uses the stage as place to educate her audiences about the dangers of secondhand smoke and most recently outdoor smoking. Linda was recently presented the Oregon Dept of Health Services Individual Leadership Award 2008 for her ongoing work. She helped promote Oregon's new smokefree law, conducted outreach and surveys at the Waterfront Blues Festival, and has attracted media attention to bring this issue to the forefront honoring former blues artist LeRoy Vinegar who died of complications of secondhand smoke and club owner, Jimmy Mak, who made his club smokefree many years ago.

Katie Jeans – Gail Award for Young Heroes:

Girls on the Run Metro – It is the local chapter of a national after-school preventative program for pre-adolescent girls (grades 3-5) that strengthens girls physically, emotionally, and socially in preparation for the upcoming pressures of adolescence. The 12 week program combines self-esteem enhancing life-lessons, discussions, and running games in an encouraging, girl-positive environment where girls can feel free to express themselves and build their confidence. Throughout the program, the girls also build their running endurance so they may successfully complete a 3.1 mile community running/walking event. Each girl is matched with a Running Buddy, an adult volunteer who encourages and supports them as they prepare for and face the challenge of this event. Running Buddies also model positive, healthy attitudes and behaviors and demonstrate how rewarding it is to remain physically active throughout life.

Community Based Organization or Program Award:

Multnomah Dental Society – Multnomah Dental Society has been actively serving the community through various health and dental care activities. Two of their largest such events, The Children's

Health Fair and Give Kids a Smile are held annually. The focus is to provide access to dental and healthcare screenings, urgent dental care, and educational and resource materials to children and families who may not have these services available to them. An average of 400 children receive free dental care in two one-day events in February with the services of volunteer dentists from Multnomah Dental Society. An average of \$250,000 worth of free dental care is provided to underserved children in Multnomah County.

John Kitzhaber Public Health Leadership Award:

Commissioner Jeff Cogen— He led Multnomah County's efforts to adopt a chain restaurant nutrition labeling policy. This policy is a key strategy within a comprehensive approach to address growing rates of overweight and obesity in our community. Over half of adults in Multnomah County are overweight or obese, putting them at risk for a variety of chronic diseases such as heart disease and diabetes. While there is high support for menu labeling among the general public, the opposition, namely the food and restaurant industry, has a powerful voice in political circles. Commissioner Cogen was steadfast in his commitment to make nutrition information available to the dining out public, and because of his leadership, Multnomah County will become the third jurisdiction in the country to implement menu labeling.

Business/Corporation Award:

Boeing – The Boeing Plant in Troutdale, Oregon, employees approximately 2000 workers. They called the chronic disease prevention program to provide guidance on making the entire Boeing campus tobacco free. This would mean that no employees would be able to smoke or chew tobacco during their entire shift. Since the campus is a high security, they cannot simply walk to the sidewalk and smoke. To prepare the nearly 33% of the workforce who uses tobacco for the new policy, their wellness department brought internal and external support to help with cessation efforts, education and support. A wellness fair was held offering a variety of cessation programs and services and banners and educational posters were placed around the campus notifying every one of the new changes. Messages about the importance of quitting were delivered on a regular basis and quit kits were provided for everyone interested. A high number of workers are Asian men who tend to have high rates of smoking. This has been addressed in particular with an emphasis on the family as a support network and making sure that they have the proper materials in the appropriate languages. Boeing is also helping out with Mt Hood Community College (MHCC) as a worksite mentoring/workstudy program. By partnering together and sharing their experiences they are working help MHCC to become tobacco free in the future.

Multnomah County Employee Award:

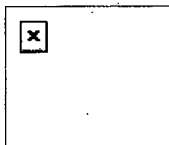
Judy McFarland – Judy McFarland has worked for the STARS Program promoting healthy decision making to teens in Multnomah County since 1996. Judy began her STARS career by teaching 6th graders, while training and mentoring high school students to act as peer presenters. More than thirteen years later, Judy's work has branched out to include teaching three different curricula to 6th, 7th and 8th graders on the importance of postponing sexual involvement. She also teaches high school students about healthy relationships and invites them to explore their own values and beliefs. Judy has dedicated herself to serving a population of students often forgotten, the developmentally disabled. Judy has written and teaches three levels of curricula appropriate for the needs of these special learners.

She has a reputation of throwing herself into her work and producing quality results. She has a strong work ethic which drives her to waste no time in completing her assignments. Even with her ability to get things done independently, Judy also believes in the importance of collaboration. So much of her work relies on the relationships with community partners. Many of these relationships she's developed lead to her becoming the expert and go to person in the eyes of her community partners. This in turn had lead to one of her school districts voluntarily offering funds to expand STARS and provide essential puberty education to 4th and 5th graders.

Thank you to all our nominees and winners for their commitment to public health and unwavering support of the Multnomah County Health Department. Please join us on **Thursday, April 9th from**

11:00am to 12:00pm at the Multnomah Building, Boardroom to celebrate the accomplishments of all our nominees! A reception will immediately follow the awards ceremony.

Employees must receive their supervisor's approval if attending during work hours. For a list of ALL the nominees and information about the Public Health Heroes Celebration visit <http://www.mchealth.org/phh>. To ensure an accurate food count, please RSVP to Kate at kate.lee@co.multnomah.or.us or at (503) 988-3663 ext. 26113.



BOGSTAD Deborah L

From: SHIRLEY Lillian M
Sent: Monday, April 06, 2009 4:06 PM
To: #MULTNOMAH COUNTY ALL EMPLOYEES
Subject: Celebrate National Public Health Week April 6 - April 12

Please Post and Transmit to Staff Who Do Not Have Access to Email

Celebrate National Public Health Week
April 6 – April 12

Organized by the American Public Health Association (APHA), the goal of National Public Health Week (NPHW) 2009 is *Building the Foundation for a Healthy America*. NPHW is celebrated to recognize the contributions of public health and highlight those issues that are vital in improving the health of America.

The Health Department strives to recognize individuals and organizations during National Public Health Week with our annual Public Health Heroes Celebration on Thursday, April 9, 2009. From 11:00am – 12:00pm at the Multnomah Building, Boardroom, we will be recognizing the achievements of the following 2009 Public Health Heroes:

Multnomah County Employee Award: **Judy McFarland**

Community Based Organization Award: **Multnomah Dental Society**

Business Award: **Boeing**

Josiah Hill III Community Leadership Award: **Linda Hornbuckle**

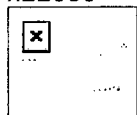
Katie Jeans – Gail Award for Young Heroes: **Girls on the Run Portland Metro**

John Kitzhaber Public Health Leadership Award: **Commissioner Jeff Cogen**

For more information on the 2009 Heroes and to view a list of all nominees, please visit:
<http://www.mchealth.org/phh/>

A reception will immediately follow the awards ceremony. You must request your supervisor's approval if attending this event during work hours. If you have questions regarding the Public Health Heroes Celebration, please contact Kate Lee at ext. 26113 or via e-mail at kate.lee@co.multnomah.or.us.
Thank you.

Lillian Shirley, Director
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4/6/2009