

MINUTES
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
JANUARY 10, 1991 MEETING

Vice-Chair Rick Bauman convened the meeting at 9:30 a.m., with Commissioners Sharron Kelley and Gary Hansen present and Chair Gladys McCoy absent.

- C-1 **Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation that Same be Approved as Follows: Dispenser Class A for: a) Tippy Canoe Inn, 28242 Crown Point Highway, Troutdale.**
- C-2 **Ratification of Amendment #4 to the Intergovernmental Agreement Between the State Department of Human Resources, State Community Services and Multnomah County, to Provide Additional Department of Energy Funds to the Community Action Program for Weatherization Services**
- C-3 **Ratification of Amendment #5 to the Intergovernmental Agreement Between the State Department of Human Resources, State Community Services and Multnomah County, to Provide Additional Department of Energy Funds to the Community Action Program for Training and Technical Assistance**
- C-4 **Ratification of an Intergovernmental Agreement Between the Oregon Health Sciences University and Multnomah County, Providing Funding through August 31, 1991 to Continue a Research Project Related to the Capitation Payment System**

UPON MOTION of Commissioner Kelley, seconded by Commissioner Hansen, C-1 through C-4 was UNANIMOUSLY APPROVED.

Commissioner Pauline Anderson arrived at this time.

- R-1 **RESOLUTION in the Matter of Reaffirming the County's Commitment to the Regional Strategies Program as a Member of the Oregon Tourism Alliance**

Commissioner Anderson moved and Commissioner Kelley seconded, for approval of R-1.

Sho Dozono, Multnomah County citizen representative on the Oregon Tourism Alliance, read the proposed resolution into the record.

Commissioner Anderson advised that confirmation of this resolution will indicate the County's support for further work with the Regional Strategies and Tourism Alliance and expressed appreciation for its accomplishments.

Mr. Dozono expressed appreciation to the County for its participation and leadership in the program the last four years. Mr. Dozono stated he hopes to see continued success in the next two bienniums by working with the Legislature to bring additional funding to the Regional Strategies Program for use in the region's growing visitor industry.

RESOLUTION 91-1 was UNANIMOUSLY APPROVED.

R-2 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 2.30.640(G), Relating to Membership and Operation of the Citizen Budget Advisory Committees and Establishing a Central Citizen Budget Advisory Committee

The Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them.

Commissioner Kelley advised that she would appreciate a thirty day delay of the second reading in order to resolve a few minor issues concerning the proposed ordinance.

Commissioner Anderson advised that she would support the motion as long as the current Citizen Advisory Boards are allowed to continue functioning as they have been until such time as a change is approved.

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, it was UNANIMOUSLY APPROVED that the second reading of R-2 be continued to Thursday, February 7, 1991, with the understanding that the present Citizen Advisory Boards will continue their budget advisory functions until such time as a change is approved.

R-3 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County, to Provide Increased Staff Assistance to the Regional Drug Initiative Pursuant to a Federal Community Partnership Program Grant

Commissioner Anderson moved and Commissioner Kelley seconded, for approval of R-3.

In response to questions of Commissioner Anderson, Duane Zussy, Director of the Department of Human Services, reported that the County's share of the cost of the program would be \$22,707 through the end of the present fiscal year; and that this amount is less than anticipated.

R-3 was UNANIMOUSLY APPROVED.

R-4 Budget Modification DHS #19 Authorizing Increase within the Social Services Division Alcohol and Drug Program Budget, to Reflect Receipt of a Grant from the Federal Office of Substance Abuse Prevention for the Community Partnership for Alcohol and Drug Prevention through the Regional Drug Initiative

UPON MOTION of Commissioner Hansen, seconded by Commissioner Kelley, R-4 was UNANIMOUSLY APPROVED.

R-5 Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Health Sciences University, to Provide Laboratory Services on Cultures from Female Clients within the County's Sexually Transmitted Disease Clinic

Commissioner Kelley moved and Commissioner Anderson seconded, for approval of R-5.

In response to questions of Commissioner Anderson, Mr. Zussy explained that the proposed agreement will pay the lab costs of 200 randomly selected cultures to be used for a study; and that laboratory services on cultures from other County clients is provided by other sources.

R-5 was UNANIMOUSLY APPROVED.

R-6 Ratification of Intergovernmental Agreement/Assignment of Easement By Multnomah County to the City of Portland to Provide Maintenance of the NE Marine Drive Bicycle and Pedestrian Path from 47th to 82nd Avenue

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, R-6 was UNANIMOUSLY APPROVED.

R-7 ORDER in the Matter of the Conveyance of an Amended Communication System Easement on County Land at the Parking Lot of the Boat Ramp at 4325 NE Marine Drive

UPON MOTION of Commissioner Hansen, seconded by Commissioner Anderson, ORDER 91-2 was UNANIMOUSLY APPROVED.

R-8 ORDER in the Matter of Conveying a Small Parcel of Edgefield Land, Approximately 20' x 500', Along With a Drainage Easement, to the City of Wood Village

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, ORDER 91-3 was UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:43 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By DEBORAH ROYERS

0111C/4-6/dr

ANNOTATED MINUTES

Tuesday, January 8, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

1. Informal Review of Formal Agenda of January 10, 1991

R-3 STAFF TO PROVIDE INFORMATION CONCERNING THE EXACT DOLLAR AMOUNT OF COUNTY'S SHARE.

R-5 STAFF TO PROVIDE INFORMATION AS TO WHETHER THERE IS A NEED FOR MORE THAN 200 CULTURES WITHIN THE CONTRACT TERM.

. CHAIR McCOY STAFF TO PROVIDE BOARD WITH INFORMATION CONCERNING CRITERIA USED IN PLACING ITEMS ON CONSENT CALENDAR.

. STAFF TO CONSULT WITH COUNTY COUNSEL AND CITY OF TROUTDALE AND SCHEDULE A BRIEFING OR EXECUTIVE SESSION TO UPDATE BOARD REGARDING EDGEFIELD.

. STAFF TO PREPARE DRAFT SPECIFICALLY IDENTIFYING BUDGET REDUCTION ISSUES IN TWO "AT RISK" TIER PROPOSALS FOR BOARD REVIEW.

. VICE-CHAIR BAUMAN CONSIDERING GOING TO SALEM TUESDAY MORNING TO DISCUSS DISTRICT 12 REPRESENTATIVE CANDIDATES WITH MEMBERS OF COUNTY LEGISLATIVE DELEGATION.

. CHAIR McCOY ADVISED REVISED BOARD RULES WILL BE SUBMITTED FOR BOARD CONSIDERATION MID-JANUARY.

Thursday, January 10, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

C-1 Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation that Same be Approved as Follows: Dispenser Class A for: a) Tippy Canoe Inn, 28242 Crown Point Highway, Troutdale.

APPROVED.

DEPARTMENT OF HUMAN SERVICES

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

- C-2 Ratification of Amendment #4 to the Intergovernmental Agreement Between the State Department of Human Resources, State Community Services and Multnomah County, to Provide Additional Department of Energy Funds to the Community Action Program for Weatherization Services

APPROVED.

- C-3 Ratification of Amendment #5 to the Intergovernmental Agreement Between the State Department of Human Resources, State Community Services and Multnomah County, to Provide Additional Department of Energy Funds to the Community Action Program for Training and Technical Assistance

APPROVED.

HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- C-4 Ratification of an Intergovernmental Agreement Between the Oregon Health Sciences University and Multnomah County, Providing Funding through August 31, 1991 to Continue a Research Project Related to the Capitation Payment System

APPROVED.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Reaffirming the County's Commitment to the Regional Strategies Program as a Member of the Oregon Tourism Alliance

RESOLUTION 91-1 APPROVED

- R-2 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 2.30.640(G), Relating to Membership and Operation of the Citizen Budget Advisory Committees and Establishing a Central Citizen Budget Advisory Committee (Continued from December 27, 1990)

SECOND READING CONTINUED TO THURSDAY, FEBRUARY 7, 1991.

DEPARTMENT OF HUMAN SERVICES

HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- R-3 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County, to Provide Increased Staff Assistance to the Regional Drug Initiative Pursuant to a Federal Community Partnership Program Grant

STAFF ADVISED COUNTY'S SHARE OF PROGRAM WOULD BE \$22,707 THROUGH END OF CURRENT FISCAL YEAR. AGREEMENT APPROVED.

- R-4 Budget Modification DHS #19 Authorizing Increase within the Social Services Division Alcohol and Drug Program Budget, to Reflect Receipt of a Grant from the Federal Office of Substance Abuse Prevention for the Community Partnership for Alcohol and Drug Prevention through the Regional Drug Initiative

APPROVED.

- R-5 Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Health Sciences University, to Provide Laboratory Services on Cultures from Female Clients within the County's Sexually Transmitted Disease Clinic

STAFF EXPLAINED THAT A STUDY WILL BE DONE ON 200 RANDOMLY SELECTED CULTURES AND THAT LABORATORY SERVICES ON CULTURES FROM ADDITIONAL COUNTY CLIENTS IS PROVIDED BY OTHER SOURCES. AGREEMENT APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-6 Ratification of Intergovernmental Agreement/Assignment of Easement By Multnomah County to the City of Portland to Provide Maintenance of the NE Marine Drive Bicycle and Pedestrian Path from 47th to 82nd Avenue

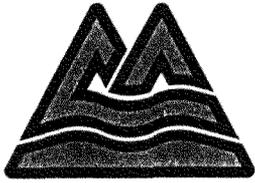
APPROVED.

- R-7 ORDER in the Matter of the Conveyance of an Amended Communication System Easement on County Land at the Parking Lot of the Boat Ramp at 4325 NE Marine Drive

ORDER 91-2 APPROVED.

- R-8 ORDER in the Matter of Conveying a Small Parcel of Edgefield Land, Approximately 20' x 500', Along With a Drainage Easement, to the City of Wood Village

ORDER 91-3 APPROVED.



MULTNOMAH COUNTY OREGON

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

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

AGENDA

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

JANUARY 7 - 11, 1991

Tuesday, January 8, 1991 - 9:30 AM - Agenda ReviewPage 2
Thursday, January 10, 1991 - 9:30 AM - Formal Meeting . . .Page 2

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

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

Tuesday, January 8, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

1. Informal Review of Formal Agenda of January 10, 1991

PUBLIC TESTIMONY WILL NOT BE TAKEN AT THE INFORMAL BRIEFING

Thursday, January 10, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

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HEALTH SERVICES AND SOCIAL SERVICES DIVISIONS

- C-4 Ratification of an Intergovernmental Agreement Between the Oregon Health Sciences University and Multnomah County, Providing Funding through August 31, 1991 to Continue a Research Project Related to the Capitation Payment System

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Reaffirming the County's Commitment to the Regional Strategies Program as a Member of the Oregon Tourism Alliance

NON-DEPARTMENTAL - continued

- R-2 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 2.30.640(G), Relating to Membership and Operation of the Citizen Budget Advisory Committees and Establishing a Central Citizen Budget Advisory Committee (Continued from December 27, 1990)

DEPARTMENT OF HUMAN SERVICES

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DEPARTMENT OF ENVIRONMENTAL SERVICES

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GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

MULTNOMAH COUNTY JURISDICTIONS
Sheriff's Auditorium
12240 N.E. Glisan
Portland, Oregon

Tuesday, January 8, 1991
Noon - 2 p.m.

A G E N D A

1. Self Introductions
 Why we are here - Gladys McCoy
2. Presentation/Discussion
 Richard Munn, Revenue Department
3. Discussion
 Review of Multnomah County/City of Portland Meeting
 How can cities help each other?
 How can County and cities help each other?
 What can/should appropriately be regionalized?
4. Other
5. Next steps
 Meeting times
 Meeting place

DATE SUBMITTED: December 27, 1990

(For Clerk's Use)
Meeting Date JAN 10 1991
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Deputy H. Haigh TELEPHONE 251-2481

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Deputy H. Haigh

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

Attached is the dispenser Class A liquor license renewal for the Tippy Canoe Inn, 28242 Crown Point Highway, Troutdale, Oregon 97060. The applicant Delton A. Geary has no criminal record and we recommend that the application be approved.

1/14/91 to Civil Process / Courthouse

ACTION REQUESTED:

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

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

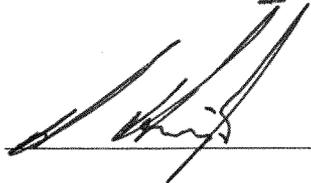
() FISCAL/BUDGETARY

() GENERAL FUND

Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1990 DEC 31 AM 10:41

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: 

BUDGET / PERSONNEL _____ / _____

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

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

LICENSE RENEWAL APPLICATION

4 Naig

DUPLICATE

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

Table with columns: SYMBOL, CLASSIFICATION, FEES, DISTRICT, CITY/COUNTY, DPLRN, CODE. Row 1: DA, DISPENSER CLASS "A", \$400.00, I, 2600, R00030A. Row 2: SERVER EDUCATION STUDENT FEE, 2.60. Total: \$402.60

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES

Olivo Inc.
TIPPY CANOE INN
28242 Crown Point Hwy
Troutdale, OR 97060

Delton A. Geary / Tippy Canoe

* Is there a designee(s) for Server Education? Yes [checked] No

** Server Education designee Ron Long SS# 542-48-3959

- 1. Please list a daytime phone number in case we need more information: 665-8605
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime...

YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S):
OFFENSE DATE CITY/STATE RESULT

- 3. Will anyone share in the profits who is not a licensee? YES NO [checked]
4. Did you make any significant changes in operation during the past year that you have not reported to the OLCC...

- 5. REPORT BELOW THE AVERAGE MONTHLY SALES FIGURES TO THE NEAREST DOLLAR FOR 12 MONTH PERIOD ENDING.
A. AVERAGE MONTHLY ALCOHOLIC BEVERAGE SALES: \$ 15,480
B. AVERAGE MONTHLY FOOD SALES: \$ 6020
C. AVERAGE MONTHLY TOTAL SALES (ADD A+B): \$ 21,500
D. PERCENT OF FOOD TO TOTAL SALES: 28%

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR MADE PAYABLE TO "OLCC". LATE RENEWAL ADDITIONAL FEE

The OLCC must receive your complete renewal application no later than 12-12-90 or you must pay an additional fee of \$100.00. IF YOUR APPLICATION IS RECEIVED AFTER 12-31-90, the additional fee increases to \$160.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED [X] REFUSED
DATE OF ENDORSEMENT: JANUARY 10, 1991

SIGNED: Rick Bauman TITLE OF VICE-CHAIR, BOARD OF COMMISSIONERS

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

DELTON A. GEARY

PRINT YOUR NAME

Signature: Delton A. Geary 12/26/90
DATE: 12-26-90

540-36-1750 5-19-35

SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

SIGNATURE DATE

SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

SIGNATURE DATE

SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 10073
402971

Amendment # 4

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> REVENUE Intergovernmental Agreement REVENUE C-2 JANUARY 10, 1991
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Contact Person GILLA MURRAY/NANCY CULVER Phone 248-3646 Date December 20, 1990

Department HUMAN SERVICES Division AGING SERVICES Bldg/Room B161/3RD FLOOR

Description of Contract STATE OMNIBUS REVENUE CONTRACT AMENDMENT #4 ADDS \$16,286
IN DOE WX FUNDS TO THE COMMUNITY ACTION PROGRAM, FOR
WEATHERIZATION SERVICES.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name STATE COMMUNITY SERVICES

Mailing Address 1158 CHEMEKATA ST., NE
SALEM, OR 97310

Phone 1-378-4729

Employer ID # or SS # _____

Effective Date JULY 1, 1990

Termination Date MARCH 31, 1991

Original Contract Amount \$ 2,120,799.00

Amount of Amendment \$ 16,286.00

Total Amount of Agreement \$ 2,377,581.00

LATEST TOTAL, AMENDMENT #3:
\$2,361,295.00

Payment Term

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

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON
 1991 FEB 14 11:22

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 12-20-90

Date _____

Date 12-31-90

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1730					1752	DOEWX 2090	\$16,286.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

DATE PRINTED: 11-Dec-90

CONTRACT APPROVAL FORM SUPPLEMENT
 ASD COMMUNITY ACTION PROGRAM, FY 1990-91
 CONTRACTOR: STATE COMMUNITY SERVICES (CAFSSCS2)
 MOD #: 4
 REVENUE CONTRACT

LINE	FUND	AGENCY	ORG	REV	LGFS	DESCRIPTION	CONTRACT	MOD 1	MOD 2	MOD 3	MOD 4	TOTAL
				CODE			AMOUNT					
01	156	010	1730	2071	CSBG		\$354,506					354,506
	156	010	1730	2071	CSBG		114,817					114,817
02	156	010	1730	2072	LIEAP		196,844					196,844
03	156	010	1730	2073	LIEAP WX		230,081					230,081
	156	010	1730	2073	LIEAP WX		180,063					180,063
04	156	010	1730	2077	PVE - WX			198,424				198,424
05	156	010	1730	2090	USDOE - WX		151,683				16,286	167,969
	156	010	1730	2090	USDOE - WX		75,841					75,841
06	156	010	1730	2092	OPIE		96,014					96,014
07	156	010	1730	2095	CSBG HOMELESS		43,991					43,991
08	156	010	1730	2394	SHAP		510,566		(43,530)			467,036
09	156	010	1730	2087	CSBG XFER		164,578					164,578
10	156	010	1730	2090	USDOE WX		1,815					1,815
11	156	010	1730	2094	ESGP					85,602		85,602
												0
							\$2,120,799	\$198,424	(\$43,530)	\$85,602	\$16,286	\$2,377,581

Meeting Date: JAN 1 0 1991

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: State Omnibus Contract Amendment #4

BCC Informal _____ (Date) BCC Formal _____ (Date)

DEPARTMENT: Human Services DIVISION: Aging Services/Community Act.

CONTACT: Cilla Murray/Bill Thomas TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Duane Zussy/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

Aging Services Division/Community Action Program requests approval of amendment #4 to the State Community Services Omnibus Contract. Amendment #4 increases Department of Energy Weatherization program funds by \$16,286, from \$151,683 to \$167,969.

1/14/91 originals to Cilla Murray

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Duane Zussy (cc)*

(All accompanying documents must have required signatures)

1991 JAN - 2 PM 2:24
MULTI-COUNTY
OREGON
COUNTY COMMISSIONER



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, County Chair

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

FROM: James McConnell, Director *JM C*
Aging Services Division

DATE: December 20, 1990

SUBJECT: State Community Services Omnibus Contract Amendments #4 and #5

Retroactive Status: These intergovernmental revenue contract amendments #4 and #5 are retroactive to July 1, 1990. The State Community Services made the contract period retroactive to that date due to their timeline for receipt of federal funds. The contract amendments were not received by the County until December 7, 1990 and December 13, 1990 respectively.

Recommendation: The Aging Services Division/Community Action Program recommends Board of County Commissioner approval of the attached intergovernmental revenue contract amendments #4 and #5 with the State Community Services, for the period July 1, 1990 through March 31, 1991.

Analysis: Contract amendment #4 increases Department of Energy Weatherization (DOE WX) funds for Multnomah County by \$16,286, from \$151,683 to \$167,969. These funds pay for administration and services.

Contract amendment #5 increases Department of Energy Training and Technical Assistance (DOE T/TA) by \$1,000, from \$1,815 to \$2,815. These funds pay for education and training.

Background: The adopted County Budget includes \$359,234 of Department of Energy funds. The Community Action Program expects additional funds from this funding source.

Contract amendment #4, which the State sent to the wrong address, was routed for signatures before accompanying documents could be prepared. It is now being routed for approval through the regular procedures.

scs3/z



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102971
Amendment # 4

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> REVENUE Intergovernmental Agreement <p>RATIFIED Multnomah County Board of Commissioners C-2 JANUARY 10, 1991</p>
--	--	--

Contact Person CILLA MURRAY/NANCY CULVER Phone 248-3646 Date December 20, 1990
Department HUMAN SERVICES Division AGING SERVICES Bldg/Room B161/3RD FLOOR

MS Description of Contract STATE OMNIBUS REVENUE CONTRACT AMENDMENT #4 ADDS \$16,286
IN DOE WX FUNDS TO THE COMMUNITY ACTION PROGRAM , FOR
WEATHERIZATION SERVICES.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name STATE COMMUNITY SERVICES
Mailing Address 1158 CHEMEKATA ST., NE
SALEM, OR 97310
Phone 1-378-4729
Employer ID # or SS # _____
Effective Date JULY 1, 1990
Termination Date MARCH 31, 1991
Original Contract Amount \$ 2,120,799.00
Amount of Amendment \$ 16,286.00
Total Amount of Agreement \$ 2,377,581.00

LATEST TOTAL, AMENDMENT #3:
\$2,361,295.00

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

REQUIRED SIGNATURES:

Department Manager *Duane Zussy (ac)*
Purchasing Director
(Class II Contracts Only) *[Signature]*
County Counsel *[Signature]*
County Chair/Sheriff *[Signature]*

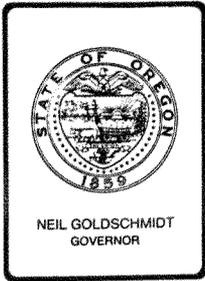
Date 12-27-90
Date _____
Date 12.31.90
Date 1-10-90

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION REVENUE CODE	AMOUNT	INC/ DEC IND
01.	156	010	1730					1752	DOEWX 2090	\$16,286.00	
02.											
03.											

DATE PRINTED: 11-Dec-90

CONTRACT APPROVAL FORM SUPPLEMENT
ASD COMMUNITY ACTION PROGRAM, FY 1990-91
CONTRACTOR: STATE COMMUNITY SERVICES (CAFSSCS2)
MOD #: 4
REVENUE CONTRACT

LINE	FUND	AGENCY	ORG	REV CODE	LGFS DESCRIPTION	CONTRACT AMOUNT	MOD 1	MOD 2	MOD 3	MOD 4	TOTAL
01	156	010	1730	2071	CSBG	\$354,506					354,506
	156	010	1730	2071	CSBG	114,817					114,817
02	156	010	1730	2072	LIEAP	196,844					196,844
03	156	010	1730	2073	LIEAP WX	230,081					230,081
	156	010	1730	2073	LIEAP WX	180,063					180,063
04	156	010	1730	2077	PVE - WX		198,424				198,424
05	156	010	1730	2090	USDOE - WX	151,683				16,286	167,969
	156	010	1730	2090	USDOE - WX	75,841					75,841
06	156	010	1730	2092	OPIE	96,014					96,014
07	156	010	1730	2095	CSBG HOMELESS	43,991					43,991
08	156	010	1730	2394	SHAP	510,566		(43,530)			467,036
09	156	010	1730	2087	CSBG XFER	164,578					164,578
10	156	010	1730	2090	USDOE WX	1,815					1,815
11	156	010	1730	2094	ESGP				85,602		85,602
											0
						\$2,120,799	\$198,424	(\$43,530)	\$85,602	\$16,286	\$2,377,581



Department of Human Resources

Contract #00255-4

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729
AMENDMENT OF AGREEMENT

The Agreement between the State of Oregon, Department of Human Resources, State Community Services and,

Multnomah County
Department of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

hereinafter referred to as "subgrantee" is amended as follows:

Funds for the Department of Energy Weatherization program (DOE-WX) are added to the contract in the amount of \$3,351 for Administration and \$12,935 for Program. The total contract amount under cost center 641-1-20-13-47-91 is increased by \$16,286 from \$151,683 to \$167,969.

	SCS Program	FFY	ADMIN	PROGRAM	Contract Period From To	
Existing Contract Amt.	DOE WX	91	7,584	144,099		
Change in Contract Amt.	DOE WX	91	3,351	12,935		
New Contract Amount	DOE WX	91	10,935	157,034	070190	033191

This amendment shall be effective from the effective date of the contract or the condition stated in this amendment. All other provisions of the original agreement remain in effect.

Agreed:

Approved:

[Signature]
Signature of Director

State Community Services
Victor Vasquez, Jr. Director

12/7/90
Date

Date

[Signature]
Signature of the Board Chair

Dec 10, 90
Date

Reviewed by Contract Manager CS

Date 11-30-90

REVIEWED:
00255-4/gs/ LAURENCE KRESSEL
11-29-90 County Counsel for Multnomah County, Oregon
BY *[Signature]*
Date 12.31.90

RATIFIED
Multnomah County Board
of Commissioners
JANUARY 10, 1991

Meeting Date: JAN 1 0 1991

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: State Omnibus Contract Amendment # 5

BCC Informal _____ (Date) BCC Formal _____ (Date)

DEPARTMENT: Human Services DIVISION: Aging Services/Community Act.

CONTACT: Cilla Murray/Bill Thomas TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Duane Zussy/Jim McConnell

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [x] APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

Aging Services Division/Community Action Program requests approval of amendment #5 to the State Community Services Omnibus Contract. Amendment #5 increases Department of Energy Training and Technical Assistance funds by \$1,000 from \$1,815 to \$2,815.

1/4/91 originals to Cilla Murray

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Duane Zussy (ac)

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JAN - 3 AM 9:22



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102371
Amendment # 5

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

Contact Person Cilla Murray/Nancy Culver Phone 248-3646 Date December 20, 1990

Department Human Services Division Agng Services Bldg/Room 161/3rd floor

SMS Description of Contract State Omnibus Contract amendment #5 adds \$1,000. in DOE T/TA funds to the Community Action Program, for training and technical assistance.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name State Community Services
Mailing Address 1158 Chemeketa St., NE
Salem, OR 97310

Phone 1-378-4729

Employer ID # or SS # _____

Effective Date July 1, 1990

Termination Date March 31, 1991

Original Contract Amount \$ 2,120,799.00

Amount of Amendment \$ 1,000.00

Total Amount of Agreement \$ 2,378,581.00

Latest Total, Amendment #4:
\$2,377,581.00

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Quane Zussy (cc)

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 12/27/90

Date _____

Date 12.31.90

Date 1.10.91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1730					1778	DOE T/TA 2090	\$1,000.00		
02.												
03.												

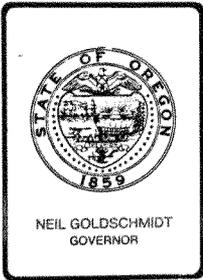
INSTRUCTIONS ON REVERSE SIDE

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

DATE PRINTED: 13-Dec-90

CONTRACT APPROVAL FORM SUPPLEMENT
 ASD COMMUNITY ACTION PROGRAM, FY 1990-91
 CONTRACTOR: STATE COMMUNITY SERVICES (CAFSSCS2)
 MOD #: 5
 REVENUE CONTRACT

LINE	FUND	AGENCY	ORG	REV	LGFS	DESCRIPTION	CONTRACT	MOD 1	MOD 2	MOD 3	MOD 4	MOD 5	TOTAL
				CODE			AMOUNT						
01	156	010	1730	2071	CSBG		\$354,506						354,506
	156	010	1730	2071	CSBG		114,817						114,817
02	156	010	1730	2072	LIEAP		196,844						196,844
03	156	010	1730	2073	LIEAP WX		230,081						230,081
	156	010	1730	2073	LIEAP WX		180,063						180,063
04	156	010	1730	2077	PVE - WX			198,424					198,424
05	156	010	1730	2090	USDOE - WX		151,683				16,286		167,969
	156	010	1730	2090	USDOE - WX		75,841						75,841
06	156	010	1730	2092	OPIE		96,014						96,014
07	156	010	1730	2095	CSBG HOMELESS		43,991						43,991
08	156	010	1730	2394	SHAP		510,566		(43,530)				467,036
09	156	010	1730	2087	CSBG XFER		164,578						164,578
10	156	010	1730	2090	USDOE WX		1,815					1,000	2,815
11	156	010	1730	2094	ESGP					85,602			85,602
													0
							\$2,120,799	\$198,424	(\$43,530)	\$85,602	\$16,286	\$1,000	\$2,378,581



Department of Human Resources

Contract #00255-5

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

AMENDMENT OF AGREEMENT

The Agreement between the State of Oregon, Department of Human Resources, State Community Services (SCS) and,

Multnomah County
Department of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

hereinafter referred to as "subgrantee" is amended as follows:

Department of Energy Training and Technical Assistance funds (DOE-T/TA) are added to the contract under cost center 641-1-20-13-48-91 in the amount of \$1,000 for Program expenses. The total contract amount increases to \$2,815.

	SCS Program	FFY	ADMIN	PROGRAM	Contract Period	
					From	To
Existing Contract Amt.	DOE T/TA	91	-0-	1,815		
Change in Contract Amt.	DOE T/TA	91	-0-	1,000		
New Contract Amount	DOE T/TA	91	-0-	2,815	07-01-90	03-31-91

This amendment shall be effective from the effective date of the contract or the condition stated in this amendment. All other provisions of the original agreement remain in effect.

Agreed:

Approved:

Quane Zung (cc)
Signature of Director

State Community Services
Victor Vasquez, Jr. Director

Date

Date

12-27-90
Rick Bauman
Signature of the Board Chair
Rick Bauman, Vice-Chair

Date

Reviewed by Contract Manager GS

Date 12-5-90

00255-5/gs/
12-5-90

RATIFIED
Multnomah County Board
of Commissioners
JANUARY 10, 1991

Agreed:

By William B. King
Program Manager

12/17/90
Date

Reviewed:

Laurence B. Kressel
Multnomah County Counsel

By L. Kressel
Deputy County Counsel

12-31-90
Date

sign/z

Meeting Date: JAN 10 1991

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of a Revenue Intergovernmental Agreement with OHSU.

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Duane Zussy

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

OHSU will pay Multnomah County to conduct and compile interview research data on 14 clients, 7 of whom received services under the Capitated Payment System and 7 of whom did not. Contract total is \$6,000 and is a renewal of a previous contract.

1/14/91 originals to Kathy Tinkle

COPY OF AGREEMENT AVAILABLE THROUGH CLERKS OFFICE

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Duane Zussy (ae)*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1991 JAN - 2 PM 2:24
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: December 24, 1990

SUBJECT: Recommendation to Approve an Intergovernmental Revenue Agreement

RECOMMENDATION: The Social Services Division recommends County Chair approval of an Intergovernmental Revenue Agreement between the Oregon Health Sciences University and the MED Program Office from the date of execution to August 31, 1991.

ANALYSIS: The MED office has been working with OHSU on a research project related to the Capitation Payment System. This \$6,000 revenue agreement is in conjunction with the continuation of the project and the work OHSU will be doing. The previous agreement with OHSU expired August 31, 1990.

BACKGROUND: This funding will be allocated to three areas: 1) Distributed among six subcontract agencies to insure their cooperation and reimburse them for the expense of data collection. 2) Pay for a portion of the Quality of Life Study which will be coordinated by the MED office. 3) Designated for computer development or enhancement or other technical support in order to produce the data required by OHSU.

(CWMEDZGR.DOC.1)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103021

MULTNOMAH COUNTY OREGON

Amendment # —

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-4 JANUARY 10, 1991</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date December 18, 1990

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract OHSU will pay Multnomah County to conduct and compile interview research data on 14 clients, 7 of whom received services under the Capitated Payment System and 7 of whom did not.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU-OFFICE OF RESEARCH SERVICES (L106) (Dr. Bigelow)

Mailing Address 3181 SW Sam Jackson Park Rd
Portland, OR. 97201

Phone 494-7784

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date August 31, 1991

Original Contract Amount \$ 6,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ 6,000.00

Payment Term

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

REQUIRED SIGNATURES:

Department Manager [Signature] Date 12/28/90

Purchasing Director (Class II Contracts Only) [Signature] Date _____

County Counsel [Signature] Date 12-31-90

County Chair/Sheriff [Signature] Date 1-10-91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1302					1303	Revenue 2654	6,000.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

Subcontract No. 2-4519A

This Agreement is by and between the State of Oregon, Acting By and Through the State Board of Higher Education on Behalf of the Oregon Health Sciences University (hereinafter referred to as the UNIVERSITY) and Multnomah County, Department of Human Services (hereinafter referred to as SUBCONTRACTOR) Witnesseth:

Whereas, the National Institute of Mental Health has awarded to the UNIVERSITY Grant/Contract No. 1-R01-MH44686-01A1 for support of the project entitled "Capitated Payment System for Involuntary Clients";

Whereas, the SUBCONTRACTOR has proposed to collaborate with the UNIVERSITY as detailed in the Grant/Contract Application submitted to the National Institute of Mental Health entitled "Capitated Payment System for Involuntary Clients";

Whereas, the SUBCONTRACTOR has skilled personnel and facilities available to undertake such project; and

Whereas, the SUBCONTRACTOR and the UNIVERSITY desire this Agreement and the work to be performed under it to fully comply with OMB Circular A-128 and all other pertinent Federal laws, rules, and regulations;

Now therefore, the parties agree to the following conditions:

GENERAL PROVISIONS

Article 1. Scope of Work

Performance of the work shall be as described in the grant application dated August 10, 1990, which is made a part of this Agreement (Appendix A).

Article 2. Period of Performance

The period of performance of this agreement shall begin on the date of final execution through August 31, 1991 unless amended by written mutual agreement. Cost incurred prior to the effective date of the contract which would have been allowed had the contract been fully executed as of September 1, 1990 will be allowable.

Article 3. Estimated Cost and Expenditure Limitations

The UNIVERSITY shall reimburse the SUBCONTRACTOR for actual expenses incurred in the performance of this Agreement up to \$6,000 unless amended by written mutual agreement. Reimbursement for Indirect Costs are limited to the rate shown in the approved budget and shall in no event be greater than the SUBCONTRACTOR's negotiated federal indirect cost rate.

Article 4. Terms of Payment

The SUBCONTRACTOR will submit vouchers to the UNIVERSITY for reimbursement of all allowable direct and indirect costs (as defined per Articles 2, 3, and 4 of Special Provisions) at least quarterly, but not more often than monthly, in triplicate to the following address:

Office of Research Services, L106
Oregon Health Sciences University
3181 SW Sam Jackson Park Road
Portland, Oregon 97201

The vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format of the approved budget (Appendix B). The vouchers must reference the UNIVERSITY subcontract number.

The final voucher must be submitted no later than 45 days after termination of this agreement and must be clearly marked "FINAL". A copy of the latest audit report that meets the audit requirements of OMB Circular A-128 must be submitted 30 days after issuance.

Article 5. Scientific Control

The Principal Investigator of Grant/Contract No. 1-R01-MH44686-01A1 is Douglas A. Bigelow, Ph.D., who is responsible for coordinating the research efforts under this project.

Article 6. SUBCONTRACTOR's Principal Investigator

Rex Surface shall be responsible for the conduct of the research under this Agreement for the SUBCONTRACTOR. The SUBCONTRACTOR shall not replace Rex Surface without prior written approval from the UNIVERSITY.

Article 7. Performance Report

The SUBCONTRACTOR must provide to the UNIVERSITY's Principal Investigator any interim performance report concerning the progress of the work that may be requested and a final performance report within 45 days after the end of the performance period.

Article 8. Termination

If the UNIVERSITY determines that termination is in its best interest because of termination of the contract referenced under Article 1, or nonperformance by the SUBCONTRACTOR of the project covered by this agreement or other substantial reason, the UNIVERSITY may terminate this Agreement upon 30 calendar days written notice to the SUBCONTRACTOR. Upon receipt of such notification, the SUBCONTRACTOR may make no further commitments under this Agreement and must take all reasonable actions to cancel outstanding obligations. The total cost of the Agreement shall then be negotiated between the UNIVERSITY and the SUBCONTRACTOR.

Article 9. Notices

All notices required to be given under this agreement shall be in writing and sent to the party as indicated below:

TO UNIVERSITY Dennis L. West, Ph.D., Acting Director
 Office of Research Services
 Oregon Health Sciences University
 3181 SW Sam Jackson Park Road
 Portland, Oregon 97201

TO SUBCONTRACTOR Kathy Tinkle, Contracts Manager
 Social Services Division of Multnomah County
 Multnomah County, Department of Human Services
 426 SW Stark, 6th Floor
 Portland, Oregon 97201

Article 10. Incorporation of Special Provisions

The Special Provisions attached hereto and incorporated herein apply to this Agreement.

Approved and Agreed:

For the State of Oregon Acting
By and Through the State Board
of Higher Education on Behalf of
the Oregon Health Sciences University

By _____
Douglas Bigelow, Ph.D. Date
Principal Investigator

By _____
Date

Subcontractor

Multnomah County, Department
of Human Services

By *Rick Bauman* 1.10.91
Rick Bauman Date
Multnomah County Vice-Chair

Reviewed:

By *Laurence Kressel* 12.31.90
Laurence Kressel Date
County Counsel for
Multnomah County, Oregon

RATIFIED
Multnomah County Board
of Commissioners
January 10, 1991

RE: Capitation Payment System for Involuntary ClientsSubcontract: Multnomah County Mental Health ProgramPurpose

The product of the research project is to be "risk adjusted models". The criteria for performance under capitated payment systems includes the client remaining out of hospital and experiencing at least a minimally acceptable quality of life in the community. Multnomah county has employed the Quality of Life instrument and procedures developed by the principal investigator with beneficiaries of the Capitated Payment System.

The broad purpose of this subcontract is to establish mutual cooperation between Multnomah County and the Western Mental Health Research Center. The specified deliverable is de-identified interview data required for the research project.

Scope of Work

The contractor will deliver to the principal investigator, de-identified Quality of Life pre and post interview data on 7 clients whose services were provided under Capitated Payment System, 7 clients whose services were not provided under the Capitated Payment System. The instrumentation and procedures used in collecting these data are standardized and published in articles by the principal investigator. Multnomah County staff have demonstrated competence in the implementation of these procedures in earlier studies and in 20 interviews previously completed with this target population.

Amount of WorkRate

\$35.00 per interview data set, which includes interviewer fee, payment to interviewee, and travel expenses.

SPECIAL PROVISIONS

ARTICLE 1: INSPECTION

Designated Representatives of the UNIVERSITY shall have the right to inspect and review the progress of the work performed pursuant to this Agreement. All reasonable facilities, including access to relevant data, test results and computations used or generated under this Agreement shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and the UNIVERSITY shall give the SUBCONTRACTOR reasonable notice prior to conducting any such inspections.

ARTICLE 2: PRICE, PAYMENT AND SUBMISSION OF INVOICES

As compensation, the UNIVERSITY agrees to reimburse the SUBCONTRACTOR up to the amount set forth in the GENERAL PROVISIONS Article 3. All Costs incurred in the performance of this Agreement are subject to the limitations of other SPECIAL and GENERAL PROVISION articles herein. Invoices from the SUBCONTRACTOR shall be prepared in triplicate and sent to the Director, Office of Research Services, L106, Oregon Health Sciences University, 3181 S.W. Sam Jackson Park Road, Portland, Oregon 97201.

ARTICLE 3: ALLOWABLE COSTS

The allowability of costs chargeable to this Agreement shall be determined by the U.S. Public Health Service Grants and Policy Statement, DHHS Publication No. (OASH) 82-50,000, Revised 1/1/87, the

DHHS Grants Administration Manual and OMB Circular A-102. The SUBCONTRACTOR'S normal policies governing salaries, wages and fringe benefits shall apply to all of its employees paid from this Agreement. The SUBCONTRACTOR'S published policy on travel and travel reimbursement shall apply to all costs for travel and transportation charged to this Agreement. No funds shall be obligated for alterations and renovations until approval of the awarding agency has been received by the UNIVERSITY. Patient care costs are not to be charged to this Agreement without prior written approval of the UNIVERSITY.

ARTICLE 4: INDIRECT COST

The estimated indirect costs of the SUBCONTRACTOR are included in the Agreement amount stated in ARTICLE 3 and shall not exceed the amount in the approved budgets based on the SUBCONTRACTOR'S current government approved indirect cost rate which shall be considered a predetermined rate during the entire period of this Agreement including all approved extensions.

ARTICLE 5: REBUDGETING OF FUNDS

It is understood that the SUBCONTRACTOR'S budget as approved in the Notice of Grant Award, referred to in the GENERAL PROVISIONS, "Estimated Cost and Expenditure Limitations" article, is an estimate and that there may be a need to depart from it to meet certain unanticipated requirements of the research project. The SUBCONTRACTOR is authorized to rebudget funds which do not require prior approval in accordance with

the Public Health Service Grants Administration Manual, as amended by the notice published in the NIH Guide, Volume 17, No. 34 dated October 21, 1988.

ARTICLE 6: ACCOUNTS, AUDIT AND RECORDS

- A. The SUBCONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claims to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this clause.

- B. The SUBCONTRACTOR'S facility(ies), or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the University Financial Officer or her authorized representatives and the cognizant Federal audit agency.

- C. The SUBCONTRACTOR shall preserve and make available his records until the expiration of three years after the submission to the UNIVERSITY of the final invoice or until audit is completed and all resulting questions are resolved, whichever occurs first. The SUBCONTRACTOR shall insure that during the course of the project period audit will be conducted in accordance with generally accepted auditing standards, including those of the Office of Management and Budget (OMB Circular A-128) and any other applicable Federal standards. A copy of the resulting audit

report and a description of the resolution of issues raised in the report shall be submitted to the UNIVERSITY within 30 days of issuance.

ARTICLE 7: CONTRACT RELATED INCOME

The SUBCONTRACTOR is required to maintain such records as may be necessary to comply with the requirements of the U.S. Public Health Service Grants Policy Statement, DHHS Publication No. (OASH) 82-50,000, January 1, 1987, Disposition of PHS Grant Related Income. Any income generated under this contract shall be used to reduce the expenditures chargeable to the Agreement.

ARTICLE 8: EQUIPMENT ACCOUNTABILITY AND DISPOSITION

All equipment purchased by the SUBCONTRACTOR will be titled in the name of the UNIVERSITY. At the end of the project period of the Grant or at the expiration of this Agreement, whichever occurs first, the SUBCONTRACTOR shall provide the UNIVERSITY with a complete inventory of all equipment purchased, including the location and condition of each item. The UNIVERSITY will consult with the U.S. Public Health Service to determine disposition of the equipment.

ARTICLE 9: CARE OF LABORATORY ANIMALS

A. Before undertaking performance of any Agreement involving experimentation using laboratory animals, the SUBCONTRACTOR shall register with the Secretary of Agriculture of the United States in

accordance with Section 6 of the Laboratory Animal Welfare Act of 1966, Public Law 89-544, as amended by the Animal Welfare Act of 1970, Public Law 91-579; also amendments of 1976, Public Law 94-279, and 1985, Public Law 99-158 and 99-198 (7 U.S.C. 2131 et. seq.). The SUBCONTRACTOR shall furnish evidence of such registration to the UNIVERSITY. The SUBCONTRACTOR further agrees to provide certification to the UNIVERSITY that an Institutional Animal Care and Use Committee, established in accordance with the guidelines referenced herein, has reviewed and approved the procedures which involve animals.

- B. The SUBCONTRACTOR shall acquire animals to be used in research under this Agreement from dealers licensed by the Secretary of Agriculture, or from sources exempted in accordance with the Public Laws enumerated in (A) above. Provided, however, that the requirement for obtaining animals from licensed dealers shall not apply to those animals excluded from the regulations cited in (C) below.

- C. In the care of any experimental warmblooded animal used or intended for use in the performance of this contract, the SUBCONTRACTOR shall comply with: The Public Laws enumerated in (A) above; regulations issued thereunder (Title 9, Code of Federal Regulations, Parts 1, 2, and 3 entitled "Laboratory Animal Welfare"; the principles enunciated in the "Guide for the Care and Use of Laboratory Animals," in DHEW Publication No. 74-23, 1978 edition; and the revised PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions effective December 31,

1985. In the event that any conflict among the standards prescribed by the foregoing is not clearly resolved by the express terms of this contract, the higher standard shall be used.

ARTICLE 10: PROTECTION OF HUMAN SUBJECTS

- A. The SUBCONTRACTOR agrees that the right and welfare of human subjects will be protected in accordance with policies established under the Code of Federal Regulations, 45 CFR Part 46 Subpart A, "Protection of Human Subjects," and specifically Section 46.107, "Special Assurances." The SUBCONTRACTOR further agrees to provide certification to the UNIVERSITY at least annually that an appropriate institutional committee has reviewed and approved the procedures which involve human subjects.
- B. The SUBCONTRACTOR shall bear full responsibility for the proper and safe performance of all work and services involving the use of human subjects under this contract. No provision of this contract shall be deemed to constitute the SUBCONTRACTOR or any agent or employee of the SUBCONTRACTOR as an agent or employee of the UNIVERSITY. The SUBCONTRACTOR agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgement or otherwise as an independent SUBCONTRACTOR and without liability on the part of the UNIVERSITY.

ARTICLE 11: EQUAL OPPORTUNITY

During the Performance of this contract, the SUBCONTRACTOR agrees as follows:

- A. The SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, handicap, or national origin. The SUBCONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBCONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- B. The SUBCONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the SUBCONTRACTOR'S commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- C. The contract will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. The SUBCONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the SUBCONTRACTOR'S books, records, and accounts to the UNIVERSITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E. In the event the SUBCONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the SUBCONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1985, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. The SUBCONTRACTOR will include the provisions of Paragraphs A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each

SUBCONTRACTOR or purchase order as the UNIVERSITY may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the SUBCONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the UNIVERSITY, the SUBCONTRACTOR may request the UNIVERSITY to protect the interests of UNIVERSITY.

ARTICLE 12: PATENTS AND INVENTIONS

Public Law 98-620 and implementing regulations of the Department of Health and Human Services 45 CFR Part 6, 7, and 8, and Circular A-124, "Patents Rights" (Small Business Firms and Nonprofit Organizations, March, 1982) shall be applicable under this consortium agreement.

ARTICLE 13: STUDENT UNREST PROVISION

The Prohibition against expenditure of funds provided by PHS in Section 407, Title IV of P.L. 93-192, as it applies to the funds provided under the Contract referenced in ARTICLE 1 is hereby incorporated in this contract:

No part of the funds provided shall be used to compensate any person who, after fair notice and opportunity for hearing, is found to have engaged in conduct on or after August 1, 1969, which involved the use of or assistance to others in the use of force to the threat or seizure of property under the control of an institution of higher education, to require or prevent the

availability of certain curriculum or to prevent the faculty, administrative officials, or students in such institution from engaging in their duties or pursuing their studies at such institution.

ARTICLE 14: FAIR LABOR STANDARDS

The SUBCONTRACTOR shall adhere to the provisions of the Fair Labor Standards Act of 1938, as amended, and to applicable regulations adopted thereunder.

ARTICLE 15: PUBLICATIONS

All research reports and other publications relating to the work under this contract shall bear proper acknowledgment of the support provided by the grant referenced in ARTICLE 1.

ARTICLE 16: SUBCONTRACTS

It is understood that the SUBCONTRACTOR shall not subcontract any of the research effort required under ARTICLE 1 above, without prior written approval of the UNIVERSITY.

ARTICLE 17: CONDITIONS OF PUBLIC CONTRACTS

A. The SUBCONTRACTOR shall make payment promptly, as due, to all persons supplying to such SUBCONTRACTOR labor or material for the prosecution of the work provided for in such manner.

- B. No person shall be employed pursuant to the attached contract for more than eight hours in any one day or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it; and in such cases, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day or for work performed on Saturday and on any legal holiday. However, when specifically agreed to under a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on Veteran's Day or on any legal holiday.
- C. The contract may be cancelled at the election of the State of Oregon for any willful failure or refusal on the part of the Contractor to faithfully perform the contract according to its terms.

ARTICLE 18: DEBARMENT AND SUSPENSION

SUBCONTRACTOR certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for the award of subcontracts, by any Federal Agency, in accordance with Executive Order 12549 and the government-wide common rule adapted on May 26, 1988.

ARTICLE 19: CERTIFICATION OF NON-DELIQUENCY ON FEDERAL DEBT

SUBCONTRACTOR certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular Number A-129.

ARTICLE 20: CERTIFICATION REGARDING LOBBYING

SUBCONTRACTOR certifies to the best of its knowledge and belief 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

ARTICLE 22: MODIFICATIONS

The parties agree that the terms and provisions of this agreement shall be modified in writing and executed by the parties hereto, to reflect any additional requirements or changes mandated by the Public Health Service as a condition of receiving the grant, or as a result of changes to the guidelines promulgated by the Public Health Service for the participants of consortium grants.

Meeting Date: 1/10/91

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: OTA Resolution

BCC Informal 1/8/91
(date)

BCC Formal 1/10/91
(date)

DEPARTMENT Chair's Office

DIVISION _____

CONTACT Sharon Timko

TELEPHONE 248-3043

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Reaffirming the County's commitment to the Regional Strategies Program as a member of the Oregon Tourism Alliance

1/14/91 Copy of Resolution to Sharon Timko

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Gladys McCay

Or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
1991 JAN - 2 PM 4:09
MULTI-NOMINATING COUNTY OREGON

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Reaffirming the County's
Commitment to the Regional Strategies Program
as a Member of the Oregon Tourism Alliance

RESOLUTION

WHEREAS, on February 26, 1987 The Multnomah County Board of Commissioners joined with six other counties, the City of Portland, the Metropolitan Service District, and the Port of Portland to form the Oregon Tourism Alliance to develop the tourism potential of the area; and

WHEREAS, the Oregon Tourism Alliance has been the impetus for the six Northwest Oregon counties, the City of Portland, the Metropolitan Service District, and the Port of Portland to work as a team, instead of as competitors; and

WHEREAS, since the inception of the Oregon Tourism Alliance, successful tourism attractions have been developed throughout Northwest Oregon adding to its economic diversity; and

WHEREAS, the Oregon Tourism Alliance has bridged the State's tourism efforts and those at the local level through convention delegate marketing and a Northwest Oregon marketing program; and

WHEREAS, the hospitality training and visitor services programs sponsored by the Oregon Tourism Alliance has given the Northwest Oregon visitor industry the competitive edge for attracting new visitors and encouraging repeat visits; and

WHEREAS, the Oregon Tourism Alliance has proven to be an innovative and progressive strategy for addressing the unique needs of the tourism industry; and

WHEREAS, the recently completed Oregon Convention Center, funded in part by regional strategies, is projected to generate \$59 million a year for the local economy and attract 150,000 visitors a year to the state; and

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Reaffirming the County's
Commitment to the Regional Strategies Program
as a Member of the Oregon Tourism Alliance

RESOLUTION
91-1

WHEREAS, on February 26, 1987 The Multnomah County Board of Commissioners joined with six other counties, the City of Portland, the Metropolitan Service District, and the Port of Portland to form the Oregon Tourism Alliance to develop the tourism potential of the area; and

WHEREAS, the Oregon Tourism Alliance has been the impetus for the eight Northwest Oregon counties, the City of Portland, the Metropolitan Service District, and the Port of Portland to work as a team, instead of as competitors; and

WHEREAS, since the inception of the Oregon Tourism Alliance, successful tourism attractions have been developed throughout Northwest Oregon adding to its economic diversity; and

WHEREAS, the Oregon Tourism Alliance has bridged the State's tourism efforts and those at the local level through convention delegate marketing and a Northwest Oregon marketing program; and

WHEREAS, the hospitality training and visitor services programs sponsored by the Oregon Tourism Alliance has given the Northwest Oregon visitor industry the competitive edge for attracting new visitors and encouraging repeat visits; and

WHEREAS, the Oregon Tourism Alliance has proven to be an innovative and progressive strategy for addressing the unique needs of the tourism industry; and

WHEREAS, the recently completed Oregon Convention Center, funded in part by regional strategies, is projected to generate \$59 million a year for the local economy and attract 150,000 visitors a year to the state; and

WHEREAS, tourism, Oregon's third largest industry, continues to be a promising economic resource; and

WHEREAS, it is in the economic interests of Northwest Oregon, especially Multnomah County to continue the development of the visitor potential of the convention center and the related Oregon Tourism Alliance programs that support and build the reputation of the region as a first-class travel destination; and

WHEREAS, the success of the Oregon Tourism Alliance is evident in the increased cooperation among the participating governments; and

NOW THEREFORE BE IT RESOLVED THAT the Board of Commissioners of Multnomah County reaffirms their commitment to the Oregon Tourism Alliance and pledges its full support to the Oregon Tourism Alliance's ongoing efforts to increase the tourism potential of the area.

ADOPTED this 10 day of January, 1991.

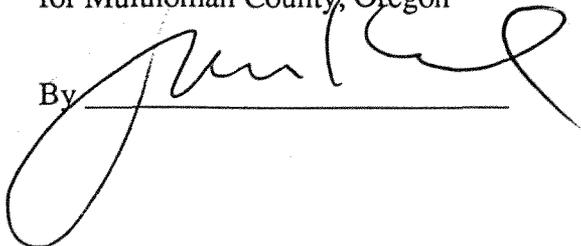


MULTNOMAH COUNTY, OREGON

By 
Rick Bauman, Vice-Chair

REVIEWED

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

JAN 10 1991

R-2

DEC 27 1990

Meeting Date: DEC 13 1990

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ordinance amending MCC 2.30.640 (G) (2) and (3)(a)

BCC Informal _____ (date) BCC Formal 12/13/90 (date)

DEPARTMENT Non-departmental DIVISION _____

CONTACT Rick Bauman TELEPHONE 248-5217

PERSON(S) MAKING PRESENTATION Rick Bauman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

This ordinance amends the section of the code which establishes Citizen Budget Advisory Committees. It specifies that the Department of Human Services and the Multnomah County Library may use their existing Citizen Advisory Board and Library Board, respectively, to function as their Citizen Budget Advisory Committees. This specification will enable these well-established and highly effective bodies to continue performing the Budget Advisory function within the context of the larger Citizen Involvement structure.

MULTNOMAH COUNTY BOARD OF DIRECTORS
1990 DEC 28 AM 10:05
OFFICE OF THE CLERK

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Rick Bauman

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: Ordinance to amend MCC 2.30.640 (G), (2) and (3)(a),
relating to duties and membership of the Citizen
Budget Advisory Committees.

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

This ordinance amends the section of the code which establishes Citizen Budget Advisory Committees for the various Departments and Non-Departmental programs. Since the duties outlined in the code for Citizen Budget Advisory Committees are the same as those duties currently performed by the Department of Human Services Citizen Advisory Board and the Multnomah County Library Board, the amendment specifies that these two boards may function as the Citizen Budget Advisory Committees for their respective Departments. This eliminates the unnecessary duplication that would be caused from requiring these Departments to have two similar advisory groups.

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

Not applicable.

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

Not applicable.

What is the fiscal impact, if any?

None.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____

Planning and Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Frank Benford

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE NO. _____

4

5 An ordinance amending MCC 2.30.640 (G), relating to membership and
6 operation of the Citizen Budget Advisory Committees and
7 establishing a Central Citizen Budget Advisory Committee.

8

9 Multnomah County ordains as follows:

10

11 Section I. Findings.

12

13 The Board of County Commissioners finds that there is a need for
14 clearer definition of the rules governing establishment of the
15 Central Citizen Budget Advisory Committee by ordinance.

16

17 Section II. Amendment

18

19 MCC 2.30.640(G) (2) and (3)(a) is amended as follows (underlined
20 sections are new or replacements; [bracketed] sections are
21 deleted):

22

23 (2) Duties.

24

25 There are hereby established Multnomah County Citizen Budget
26 Advisory Committees for the Department of Human Services, the

1 Department of Environmental Services, the Department of Community
2 Corrections, the Department of General Services, the Multnomah
3 County Auditor, the Multnomah County Sheriff, the Multnomah County
4 District Attorney, Multnomah County Nondepartmental Programs[. A
5 Multnomah County Library CBAC will be established on May 1,
6 1991.], and the Multnomah County Library; provided, however, that
7 the Department of Human Services Central Advisory Board shall
8 function as the Department of Human Services Citizen Budget
9 Advisory Committee and the Multnomah County Library Board shall
10 function as the Multnomah County Library Citizen Budget Advisory
11 Committee. The Department of Human Services Central Advisory
12 Board and the Multnomah County Library Board shall continue as
13 presently constituted, notwithstanding any conflicting provisions
14 of MCC 2.30.640 (G) as amended by Ordinance 662. The Citizen
15 Budget Advisory Committees are charged to act as advisory
16 committees to all county directors, elected officials, and
17 nondepartmental programs. Citizen Budget Advisory Committees will
18 actively participate in county budget development and review, give
19 advice on policy considerations, and participate in operational
20 and strategic planning.

21

22 (3) Membership

23

24 (a) Each Citizen Budget Advisory Committee shall be composed
25 of at least seven (7) members appointed by the County Chair upon
26 the approval of the Board of County Commissioners.

1 The membership of each Citizen Budget Advisory Committee shall
2 be as follows:

3

4 Position 1. One (1) citizen nominated by the Citizen Involvement
5 Committee.

6 Position 2. One (1) citizen nominated by the Citizen Involvement
7 Committee.

8 Position 3. One (1) citizen nominated by the Citizen Involvement
9 Committee.

10 Position 4. One (1) citizen nominated by the Citizen Involvement
11 Committee.

12 Position 5. One (1) citizen nominated by the Elected Official or
13 Department Director.

14 Position 6. One (1) Citizen Involvement Committee member nominated
15 by the Citizen Involvement Committee.

16 Position 7. One (1) citizen nominated by the Elected Official or
17 Department Director.

18

19 Multnomah County Nondepartmental Programs shall have one (1)
20 Citizen Budget Advisory Committee composed of members nominated to
21 the following positions:

22

23 Position 1. One (1) citizen nominated [from] by the Multnomah
24 County Chair.

25 Position 2. One (1) citizen nominated [from] by the Board of
26 County Commissioners.

1 Position 3. One (1) citizen nominated by the Citizen Involvement
2 Committee

3 Position 4. One (1) citizen nominated by the Citizen Involvement
4 Committee.

5 Position 5. One (1) citizen nominated by the Citizen Involvement
6 Committee.

7 Position 6. One (1) Citizen Involvement Committee member nominated
8 by the Citizen Involvement Committee.

9 Position 7. One (1) citizen selected from nominations by all other
10 nondepartmental organizations.

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1 Section III. Adoption.

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4 ADOPTED this _____ day of _____, 1990, being the
5 date of its second reading before the Board of County
6 Commissioners of Multnomah County..

7

8

9

10 (SEAL)

BOARD OF COUNTY COMMISSIONERS

11

12

By _____

13

Gladys McCoy

14

Multnomah County Chair

15

16

17 APPROVED AS TO FORM:

18

19 LARRY KRESSEL, COUNTY COUNSEL

20 FOR MULTNOMAH COUNTY, OREGON

21

22 by *Larry Kessel*

23

24

25

26

Meeting Date: JAN 10 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA with the City of Portland-RDI

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Duane Zussy

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

This increases the current city/county agreement to fund the Regional Drug Initiative and staff by \$191,137.00. This increase is possible due to a federal grant received and administered by the city for this project.

1/4/91 originals to KATHY TINKLE

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Duane Zussy (cc)*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JAN - 2 PM 2:25



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

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

FROM: Gary Smith, Director *GWS/dc*
Social Services Division

DATE: December 21, 1990

SUBJECT: Approval of Budget Modification DHS #19 and an
Intergovernmental Agreement for the RDI Program

RETROACTIVE STATUS: The City/County agreement to implement the new RDI Grant was not received until late November but even then could not be processed until corrections were made. A letter from the Mayor making the necessary adjustments was received December 7, 1990. Retroactive implementation required personnel approval which added to the delay. Finally, holiday vacations and inclement weather were the final insult!

RECOMMENDATION: The Social Services Division recommends County Chair and Board approval of an Intergovernmental agreement with the City of Portland Regional Drug Initiative (RDI) in the amount of \$191,137 and the accompanying budget modification DHS #19 to appropriate the funds.

ANALYSIS: The City of Portland, on behalf of the RDI Program, received a five year federal Community Partnership grant from the Office of Substance Abuse (OSAP), effective October 1, 1990. Multnomah County and the City will participate in the multi-agency effort to implement the Community Partnership Project through RDI to combat drug abuse in Multnomah County.

The grant, \$191,137 for the period of October 1, 1990 through June 30, 1991 will fund 75% of a program supervisor, a full office assistant, a program development technician and four community liaison specialists. The remaining 25% of the supervisor salary will continue to be funded jointly by the County and City.

The budget modification implements the community alcohol and drug prevention and education project activities funded by the federal grant. This expanded RDI office will plan, develop and implement community based prevention and training projects with community leaders and community agencies. RDI liaisons will staff the projects.

Due to the late startup of the project, only \$150,626 of the OSAP grant is being appropriated with the accompanying budget modification DHS #19. The budget modification also appropriates an additional \$14,500 of RDI trust fund monies to bring the City RDI trust fund contribution from \$38,500, as approved in the adopted budget, up to the actual grant amount of \$53,000.

BACKGROUND: The Regional Drug Initiative was established in the spring of 1987. RDI's purpose is to support law enforcement efforts to cut the supply of illegal drugs and to reduce the demand for alcohol and drugs by changing public attitudes regarding use.



CITY OF
PORTLAND, OREGON

OFFICE OF THE MAYOR

Office of
J.E. Bud Clark, Mayor
1220 S.W. 5th
Portland, Oregon 97204
(503) 248-4120

November 30, 1990

The Honorable Gladys McCoy
Multnomah County Commission
Multnomah County Courthouse
1021 S.W. Fourth Avenue
Portland, OR 97204

Re: Intergovernmental Agreement for Community Partnership
Program (RDI)

Dear County Chair McCoy:

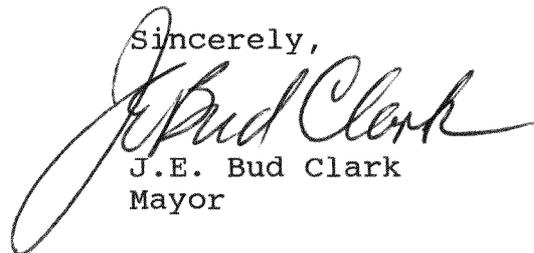
Attached is a copy of the Intergovernmental Agreement as adopted by the City Council. In response to the request of the Multnomah County Department of Social Services and after review by the City Attorney, it is acceptable to make the following changes:

1. Eliminate Paragraph N on page six.
2. Eliminate the second sentence in Paragraph Q on page six.

Since these changes do not increase the amount of compensation payable to the County, they may be approved directly by me without further action by City Council.

I shall send a copy of this letter to City Auditor Barbara Clark so that it may be incorporated as a written amendment to the Agreement.

Sincerely,



J.E. Bud Clark
Mayor

JEBC:jp:6
Enclosure

cc: City Auditor Barbara Clark
Carol Stone



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 103591
Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>REVENUE</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>R-3 JANUARY 10, 1991</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date November 26, 1990

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Initiates a contract of \$191,137 to mutually fund City/County Regional Drug Initiative staff. This funding is through a federal grant administered by the City of Portland.

RFP/BID # n/a IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CITY OF PORTLAND-RDI

Mailing Address 1220 SW 5th, Room 303
Portland, OR. 97204

Phone 248-4270

Employer ID # or SS # n/a revenue

Effective Date October 1, 1990

Termination Date June 30, 1991

Original Contract Amount \$ 191,137-Max

Amount of Amendment \$ _____

Total Amount of Agreement \$ 191,137-Maximum

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager

Purchasing Director
(Class II Contracts Only)

County Counsel

County Chair/Sheriff

Date 12-28-90

Date _____

Date 12-31-90

Date 1-10-91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1410						Revenue 2102	191,137	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

AGREEMENT

An agreement between the City of Portland, Oregon ("City") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative pursuant to a federal Community Partnership Program grant.

RECITALS:

1. The City of Portland is the fiscal agent for the Regional Drug Initiative (RDI) and is authorized by ordinance to receive and disburse funds from the RDI Trust Account.
2. The City has received from the federal Office of Substance Abuse Prevention a Community Partnership Program grant on behalf of RDI in the amount of \$609,080.
3. The City will work with Multnomah County and the Regional Drug Initiative to implement the Community Partnership Program to combat drug abuse in Multnomah County.
4. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by jointly supporting staff positions for the period of October 1, 1990, through June 30, 1991.
5. The County (Contractor) seeks to enter into an agreement with the City to delineate the means by which the County will be reimbursed for personnel costs for the staff members of the Regional Drug Initiative's Community Partnership Program.

AGREED:

I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by the City for personnel costs incurred. Payments to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of October 1,

1990, through June 30, 1991, shall not exceed \$191,137. Personnel costs shall be for the following positions approved by the Community Partnership Program grant:

Program Supervisor	0.75 FTE
Program Development Technician	1.00
Community Liaisons (4)	4.00
Secretary	1.00

III. Project Manager

The City Project Manager shall be Steve Moskowitz or such other person as shall be designated in writing by the Mayor.

The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred herein.

IV. General Contract Provisions

A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

B. **TERMINATION FOR CONVENIENCE.** The City and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services

of the Contractor covered by this Agreement less payments of compensation previously made.

- C. **REMEDIES.** In the event of termination under Section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess.

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

In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section B hereof.

- D. **CHANGES.** The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Mayor.
- E. **MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.
- F. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period established by Section E above.

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

- G. **INDEMNIFICATION.** The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Agreement.
- H. **LIABILITY INSURANCE.** The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to the City Auditor. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this section. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. **WORKERS' COMPENSATION INSURANCE.** The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be

incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

- J. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the City.
- K. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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

- L. **REPORTING REQUIREMENTS.** The Contractor shall report on its activities in a format and by such times as prescribed by the City.
- M. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

No City officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

- N. **CONTRACT ADMINISTRATION.** The Contractor will comply with the provisions of the OMB Circular A-110, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-110 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provisions of OMB Circular A-122, Cost Principles for Non-Profit Organizations.

- O. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the law of the State of Oregon.

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

- P. **AVAILABILITY OF FUNDS.** It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by the City solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City, the City reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- Q. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

V. Period of Agreement

This agreement shall be in effect for the period starting October 1, 1990, and ending June 30, 1991.

Dated this _____ day of _____, 1990.

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

CITY OF PORTLAND:

MULTNOMAH COUNTY, OREGON:

By _____
J.E. Bud Clark Date
Mayor

By *Norma Jaeger* 11/26/90
Norma Jaeger Date
Program Manager

By _____
Barbara Clark Date
City Auditor

By *Darryl Smith* 12/21/90
Gary Smith Date
Social Service Division Director

By *Rick Bauman* 1.10.91
Rick Bauman Date
Multnomah County Vice-Chair

REVIEWED:

REVIEWED:

Jeffrey L. Rogers
City Attorney

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *William W. Marlowe III*
DEPUTY CITY ATTORNEY Date
10-17-90

By *John Lazrus* 12.31.90
Date

RATIFIED
Multnomah County Board
of Commissioners

January 10, 1991

ORDINANCE No. 163556

*Authorize an intergovernmental agreement with Multnomah County to provide staff assistance to the Regional Drug Initiative pursuant to a federal Community Partnership Program grant. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City applied for and received on behalf of the Regional Drug Initiative a Community Partnership Program grant from the federal Office of Substance Abuse Prevention.
2. The City of Portland and Multnomah County have agreed to participate in this multi-agency effort by jointly supporting staff positions for the period October 1, 1990, through June 30, 1991.

Program grant to Multnomah County for staff positions dedicated to implementing the Regional Drug Initiative's Community Partnership Program.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are authorized to execute an agreement substantially similar in form to that attached as Exhibit A.

Section 2. The Council declares that an emergency exists because the budget period for the grant began September 30, 1990; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, OCT 18 1990

Mayor J.E. Bud Clark
SAM:tm
October 15, 1990

BARBARA CLARK
Auditor of the City of Portland
By

Britta Olson Deputy

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)
DEPARTMENT Human Services DIVISION Social Services
CONTACT Kathy Tinkle/Susan Clark TELEPHONE 248-3691
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)
Budget Modification DHS # 19 requests to increase the Social Services Division Alcohol and Drug Program budget by \$175,942 to reflect the receipt of a grant from the Federal Office of Substance Abuse Prevention for the community partnership for alcohol and drug prevention through the Regional Drug Initiative and to adjust the City of Portland RDI trust fund contribution to the actual grant amount of \$53,000.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET
The City of Portland on behalf of the Regional Drug Initiative (RDI) received a five year federal Community Partnership grant from the Office of Substance Abuse Prevention (OSAP), effective October 1, 1990. Multnomah County and the City have agreed to participate in the multi-agency effort to implement the Community Partnership Project through the RDI.

The grant will fund 75% of a program supervisor, a full time program development technician, 4 full time community liaisons and a full time office assistant 2. The program supervisor and the office assistant were previously funded by RDI trust funds, City and County funds. A portion of the supervisor position will still be funded equally by the City and County.

This budget modification appropriates a net of \$150,626 to reflect the receipt of the OSAP grant and an additional \$14,500 of City of Portland RDI trust funds towards the support of the RDI program bringing their total contribution to \$53,000.

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

Increases City of Portland RDI trust fund by \$14,500
Increases RDI-OSAP Grant by \$150,626
Increases County General fund support by \$10,816
Increases services reimbursements to: Insurance Fund \$18,738; Building Management \$1,209; Telephone Fund \$450; and General Fund by \$10,816.

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

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

Originated By Kathy Tinkle Date 12/21/90 Department Manager Duane Zussy (cc) Date 12/28/90
Budget Analyst Kathleen Spruss Date 1/4/91 Personnel Analyst Gerald W. Bittle Date 1-3-91
Board Approval DEBORAH ROYERS Date January 10, 1991

EXPENDITURE												
TRANSACTION EB []		GM []		TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____				
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity	Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1410			5100			114,184		Permanent
		156	010	1410			5500			30,545		Fringe
		156	010	1410			5550			18,738		Insurance
											163,467	PS Subtotal
		156	010	1410			7100			10,816		Indirect Costs
		156	010	1410			7150			450		Telephone
		156	010	1410			7400			1,209		Building Mgmt
											12,475	MS Subtotal
											175,942	Org 1410 Subtotal
		400	040	7531			6520			18,738		Svs Reim Insurance
		402	040	7990			6140			450		Svs Reim Telephone
		100	030	5610			7400			1,209		Svs Reim Bldg Mgmt
		100	010	0104			7608			10,816		CT to F/S Fund

EXPENDITURE CHANGE // 207,155 TOTAL
 TOTAL EXPENDITURE CHANGE

REVENUE												
TRANSACTION RB []		GM []		TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____				
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity	Revenue Category	Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1410			2102 NEW			14,500		RDI - City of Portland
		156	010	1410			7601			150,626		RDI - OSAP Grant
		400	040	7531			7602			18,738		County General Fund
		402	040	7990			6602			1,450		Svs Reim Ins Fund
		100	045	9120			6602			1,209		Svs Reim Tele Fund
		100	010	0104			7608			10,816		Svs Reim Bldg Mgmt
											207,155	TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE // 207,155 TOTAL REVENUE CHANGE

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
1.00	Program Supervisor	34,133	9,131	6,059	49,323
1.00	Program Development Tech	22,738	6,082	4,020	32,840
4.00	Community Liaison Specs	109,912	29,401	16,928	156,241
1.00	Office Assistant 2	17,285	4,624	3,775	25,684
.50	Office Assistant 2	8,642	2,312	1,887	12,841
TOTAL CHANGE (ANNUALIZED)					276,929

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

All Time Positions, Part-Time, Overtime, Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
.75	Program Supervisor (\$16.41/hr.) 10/1/90 to 6/30/91	25,600	6,848	3,397	35,845
.54	Program Development Tech 12/15/90 to 6/30/91	12,232	3,272	2,168	17,672
2.00	Community Liaison Specs 4.0 FTE 1/1/91 to 6/30/91	54,746	14,645	8,455	77,846
.75	Office Assistant 2 10/1/90 to 6/30/91	12,964	3,468	2,831	19,263
.50	Office Assistant 2	8,642	2,312	1,887	12,841
Totals		114,184	30,545	18,738	163,467



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: December 21, 1990

SUBJECT: Approval of Budget Modification DHS #19 and an
Intergovernmental Agreement for the RDI Program

RETROACTIVE STATUS: The City/County agreement to implement the new RDI Grant was not received until late November but even then could not be processed until corrections were made. A letter from the Mayor making the necessary adjustments was received December 7, 1990. Retroactive implementation required personnel approval which added to the delay. Finally, holiday vacations and inclement weather were the final insult!

RECOMMENDATION: The Social Services Division recommends County Chair and Board approval of an Intergovernmental agreement with the City of Portland Regional Drug Initiative (RDI) in the amount of \$191,137 and the accompanying budget modification DHS #19 to appropriate the funds.

ANALYSIS: The City of Portland, on behalf of the RDI Program, received a five year federal Community Partnership grant from the Office of Substance Abuse (OSAP), effective October 1, 1990. Multnomah County and the City will participate in the multi-agency effort to implement the Community Partnership Project through RDI to combat drug abuse in Multnomah County.

The grant, \$191,137 for the period of October 1, 1990 through June 30, 1991 will fund 75% of a program supervisor, a full office assistant, a program development technician and four community liaison specialists. The remaining 25% of the supervisor salary will continue to be funded jointly by the County and City.

The budget modification implements the community alcohol and drug prevention and education project activities funded by the federal grant. This expanded RDI office will plan, develop and implement community based prevention and training projects with community leaders and community agencies. RDI liaisons will staff the projects.

Due to the late startup of the project, only \$150,626 of the OSAP grant is being appropriated with the accompanying budget modification DHS #19. The budget modification also appropriates an additional \$14,500 of RDI trust fund monies to bring the City RDI trust fund contribution from \$38,500, as approved in the adopted budget, up to the actual grant amount of \$53,000.

BACKGROUND: The Regional Drug Initiative was established in the spring of 1987. RDI's purpose is to support law enforcement efforts to cut the supply of illegal drugs and to reduce the demand for alcohol and drugs by changing public attitudes regarding use.

JAN 1 0 1991

Meeting Date: _____

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Agreement with Oregon Health Sciences University Microbiology Laboratory

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

DEPARTMENT Human Services DIVISION Health

CONTACT Scott Clement TELEPHONE x3674

PERSON(S) MAKING PRESENTATION Scott Clement/Duane Zussy

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of intergovernmental agreement with Oregon Health Sciences University's Microbiology Laboratory to provide cultures of vaginal secretions from County patients in order to provide proper diagnosis and care for patients.

1/14/91 originals to Herman Brane

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Duane Zussy (cc)

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JAN - 2 PM 2 24



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, County Chair

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

FROM: *Bill* Odgaard, Director
Health Division

DATE: December 19, 1990

SUBJECT: Intergovernmental Agreement With Oregon Health Sciences University
Microbiology Laboratory

Recommendation: The Health Division and Department of Human Services recommend County Chair approval and Board ratification of this Intergovernmental Agreement with Oregon Health Sciences University for the period January 14, 1991, to and including June 30, 1991.

Analysis: The County operates a Sexually Transmitted Disease Clinic that treats women for sexually transmitted diseases. The County needs to have trichomonas cultures of vaginal secretions from patients in order to provide proper diagnosis and care for patients. The County general fund has budgeted funds for outside laboratory work. County pays \$7.50 per culture.

Background: The County has historically budgeted funds for outside laboratories to provide some laboratory tests for Multnomah County.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103(03)

Amendment # -

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-5 <u>JANUARY 10, 1991</u></p>
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Contact Person Brame Phone x2670 Date 12/28/90

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide vaginal cultures for yeast infection for (100) to (200) female clients in the County's Sexually Transmitted Disease Clinic.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU Microbiology Laboratory
Mailing Address 3181 S.W. Sam Jackson Park Rd.
Portland, Or. 97201-3098

Phone 494-8909

Employer ID # or SS # 93-0692164

Effective Date January 14, 1991

Termination Date June 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

\$7.50 per culture. Send invoice to County when 200th specimen is tested or contract expires.

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ 1,500.00

REQUIRED SIGNATURES:

Department Manager *Maureen Zung*

Purchasing Director (Class II Contracts Only) *[Signature]*

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

Date 12/28/90

Date _____

Date 12.31.90

Date 1.10.91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0870		6110			0300		Requirements		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1990, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the Oregon Health Sciences University, (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Division desires cultures to be performed on specimens of women patients in the Multnomah County Sexually Transmitted Disease Clinic, and

WHEREAS, STATE is able and prepared to perform such cultures on specimens supplied by the Multnomah County Sexually Transmitted Disease Clinic, and

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

1. Term.

The term of this Agreement shall be from January 14, 1991, to and including June 30, 1991, unless sooner terminated under the provisions hereof.

2. Services.

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

- 1) Collect appropriate specimens from up to (200) women and inoculate to Diamond's modified medium.
- 2) Deliver specimens daily to the Oregon Health Sciences University, Clinical Microbiology Laboratory.

B. The CONTRACTOR's services under this contract shall consist of the following:

- 1) Supply materials for specimen collection at no charge.
- 2) Perform appropriate cultures for vaginal secretion specimens supplied by the Multnomah County Sexually Transmitted Disease Clinic.
- 3) Submit completed laboratory test result forms in duplicate to the Clinic.
- 4) Submit invoice in duplicate and provide the Clinic Study reference numbers of the tests billed.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR for those clinical laboratory services provided hereunder, which payment shall be based upon the following terms:

- 1) \$7.50 per trichomonas culture.
- 2) Maximum total reimbursement not to exceed \$1,500.

B. CONTRACTOR will send invoice to the Health Division, Sexually Transmitted Disease Clinic, 426 SW Stark, 4th floor. The invoice will be submitted following the 200th trichomonas culture.

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

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

4. Contractor is Independent Contractor

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

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

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

5. Workers Compensation

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

6. Contractor Identification

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

7. Subcontracts and Assignment

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

8. Access to Records

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

9. Waiver of Default.

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

10. Adherence to Law

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

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

11. Modification

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

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

12. Integration

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

13. Record Confidentiality

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

14. Early Termination

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

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

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

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

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

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

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

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

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

15. Litigation.

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

16. Oregon Law and Forum

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

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

OREGON HEALTH SCIENCES UNIVERSITY

MULTNOMAH COUNTY, OREGON

By _____

By *Rick Bauman*

Rick Bauman
Multnomah County Vice-Chair

Date _____

Date 1. 10. 90

93-0692164
Federal I.D. Number

HEALTH DIVISION

By: *Billi Odegaard*
Billi Odegaard, Director

Date: 12/21/90

HEALTH DIVISION

By: *Mauna Cassidy*
Program Manager

Date: _____

REVIEWED:

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

By: *L. B. Kessel*

Date: 12.31.90

RATIFIED
Multnomah County Board
of Commissioners
January 10, 1991

Meeting Date JAN 10 1991
Agenda No.: RL6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Transfer of Marine Drive Bike Path
BCC Informal _____ (date) BCC Formal _____ (date)
DEPARTMENT Environmental Services DIVISION Transportation
CONTACT Ed Pickering TELEPHONE 5050
PERSON(S) MAKING PRESENTATION Ed Pickering

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Assignment of Easement to the City of Portland for the ongoing maintenance of the Marine Drive bike path, located between 47th Ave. and approximately 82nd Ave.

1/14/91 originals to ED PICKERING

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]*

(All accompanying documents must have required signatures)

3706V/8387V

MULTNOMAH COUNTY
OREGON
1990 DEC 31 AM 10:41
BOARD OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3-0123-1

Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-6 JANUARY 10, 1991</p>
--	--	--

Contact Person Ed Pickering Phone 5050 Date 12/17/90

Department Environmental Services Division Transportation Bldg/Room 425

Description of Contract Multnomah County has an easement agreement with the Port of Portland, the property owner, to build a bikepath along Marine Drive from 47th Ave. to 82nd Ave.

Multnomah County has built the path and is assigning the easement to the City of Portland to maintain the path within City limits

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
 Mailing Address 1120 SW 5th Ave., #814
Portland, OR 97204
 Phone (503) 796-7166
 Employer ID # or SS # _____
 Effective Date Upon Signature
 Termination Date N/A
 Original Contract Amount \$ -0-
 Amount of Amendment \$ -0-
 Total Amount of Agreement \$ -0-

Payment Term
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ N/A
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] Date 12-21-90

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel [Signature] Date 12/27/90

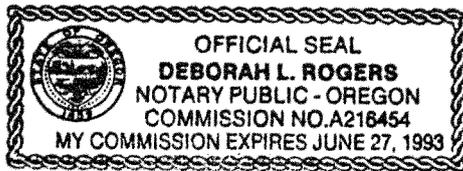
County Chair/Sheriff [Signature] Date 1-10-91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	154	030	6220								
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

signed on behalf of Multnomah County by authority of its Board of Commissioners; and he acknowledged said instrument to be his voluntary act and deed.



Before me:

DEBORAH L. ROGERS
Notary Public for Oregon

My Commission expires 6/27/93

STATE OF OREGON)
)ss
County of Multnomah)

This instrument was acknowledged before me on the _____ day of _____ 1990, by Earl Blumenauer as Commissioner of Public Works of the City of Portland, on behalf of the City of Portland, a municipal corporation of the State of Oregon.

Notary Public for Oregon

My Commission expires _____

STATE OF OREGON)
)ss
County of Multnomah)

This instrument was acknowledged before me on the _____ day of _____ 1990, by Barbara Clark as City Auditor of Portland, on behalf of the City of Portland, a municipal corporation of the State of Oregon.

Notary Public for Oregon

My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer

After recording return to:

[4588]Assgn-Ease

N.E. MARINE DR. (Bike Path)

Item 87-204

EASEMENT

BOOK 2039 PAGE 2340

Dated: AUGUST 13 1987

BETWEEN: PORT OF PORTLAND
AND: MULTNOMAH COUNTY, OREGON

RECITALS

1. The Port of Portland (the "Port") is the owner in fee simple of certain real property in Multnomah County, Oregon, which property is described herein.
2. Multnomah County (the "County") is a home-rule municipal corporation responsible for the administration of the road activities of the county.
3. The Port wishes to convey an easement to the County for the purpose of widening the road right-of-way to permit the establishment of a bicycle and pedestrian path within the road right-of-way of NE Marine Drive from approximately NE 47th Street to approximately NE 82nd Street for the benefit of and use by the public and for purposes of enhancing the 40-Mile Loop concept.

NOW, THEREFORE, in order to establish the bicycle and pedestrian path for use by the public, the Port grants the following easement upon the terms and conditions described below:

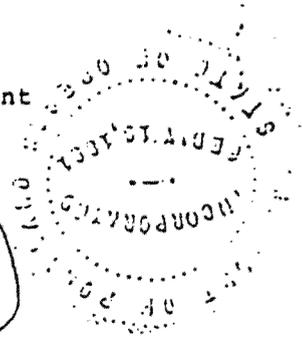
1. Easement. The Port hereby grants to the County the following easement for the sole purpose of constructing and maintaining a bike path on the road right-of-way, the exact location of said bike path is described in the County's construction drawings dated May 4, 1987, which are marked as Exhibit A to this easement, the provisions of which are fully incorporated by reference herein.
2. Purpose. The easement is conveyed to the County for the purpose of widening the road right-of-way so that the County may construct and maintain a bicycle and pedestrian path within the road right-of-way for use by the public. This instrument does not convey to the County any right or title to the surface of the soil along the route of said bicycle and pedestrian path for any purpose except the laying down, inspecting, maintaining and replacing of the bicycle path.

3. Reservation of Rights. The Port reserves the right to grant noncompeting easements, leases, and agreements for purposes such as utility lines or other such uses related to operation and development of Portland International Airport and further, reserves the rights to continue agreements presently in place or in future revised, with the Multnomah County Drainage District No. 1 and the Oregon Air National Guard. Notwithstanding any other provision contained herein, the Port hereby retains and reserves the right to access and transit through the easement area, at its convenience, for Port, Multnomah County Drainage District No. 1, and Oregon Air National Guard employees, agents, tenants or contractors, and the Port, Multnomah County Drainage District No. 1, and the Oregon Air National Guard assume no liability to Multnomah County, its successors or assigns, for the bikeway facility in areas where airport support or flood control maintenance is required. The Port, Multnomah County Drainage District No. 1 and the Oregon Air National Guard shall have no liability for any costs related to the use, detour or repair of the bike path, or signalization related to the bike path, as a result of airport related operations or development, dredge filling, or drainage and levee maintenance or emergency repairs.

If the Port of Portland at any time hereafter requires the hereinabove described property for purposes related to safety of operations at Portland International Airport consistent with Federal Aviation Administration policy, and shall notify Multnomah County and its assigns thereof, the easement granted herein and any and all interests of Multnomah County and its assigns to the portion of property needed shall thereupon cease as fully as if this easement agreement had never been made.

4. Assurances. The County assures the Port that they have contacted the Multnomah County Drainage District No.1 and the District has agreed to construction and existence of the bikeway in areas of the Columbia River dike under the District's jurisdiction, said District being responsible for routine maintenance and emergency repair to provide drainage and flood control to the area.
5. Restrictions. It is understood that no building shall be erected upon the easement without the written consent of the Port.
6. Duration. This easement shall be perpetual: however, in the event that it is not used for the described purposes or maintained as a bicycle and pedestrian path for a period of three (3) years, or in the event the County or its successor in interest declares that the easement is no longer needed for public use, the easement shall terminate.
7. Indemnification. The County and/or its assigns agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries or death to any persons or their property arising from the grant of this easement to Multnomah County.
8. Successor Interests. This easement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. At the time construction is completed, the County will transfer its interest in this easement to the City of Portland.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 13th day of AUGUST, 1987.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

PORT OF PORTLAND

Gladys McCoy
Gladys McCoy, Chair

[Signature]
President
[Signature]
Assistant Secretary

Approved:

[Signature]
County Engineer

Approved as to Form:

Approved by Commission: 7-8-87

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

Approved as to Legal Sufficiency:

By [Signature]
Assistant County Counsel

[Signature]
Counsel

Approved:

[Signature]
Aviation Department

STATE OF OREGON)
) SS.
County of Multnomah)

On this 8th day of July, 1987, before me appeared
Cecil Drinkward and Lee A. Underwood,
who being duly sworn, did say that he, Cecil Drinkward,
is the President and Lee A. Underwood, is the Assistant
Secretary of the within named, The Port of Portland, a municipal corpo-
ration, that the seal to the within instrument is the corporate seal of
said municipal corporation, and that said instrument was signed and
sealed by authority of its Board of Commissioners, and Cecil Drinkward
and Lee A. Underwood acknowledged this to be
the free act and deed of said municipal corporation.

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



Shirley L. Johnston
Notary Public for Oregon
My Commission Expires 3-7-90

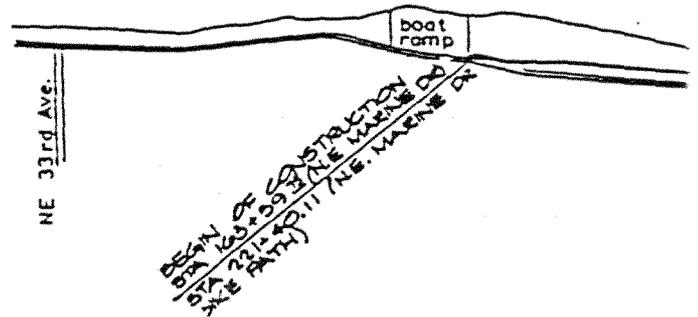
MU
DEPARTMENT

PLANS FOR C

N.E. MARINE

N.E. 33TH

C O L U M B



Index of drawing

1	TITLE SHEET
2-11	PLANS and PROFILE
12	CROSS SECTIONS
13	DETAILS

2344

MULTNOMAH COUNTY
DEPARTMENT OF ENVIRONMENTAL SERVICES

FOR CONSTRUCTION OF A BIKE PATH

NE MARINE DRIVE BIKE PATH

33RD AVE TO I-205 SECTION

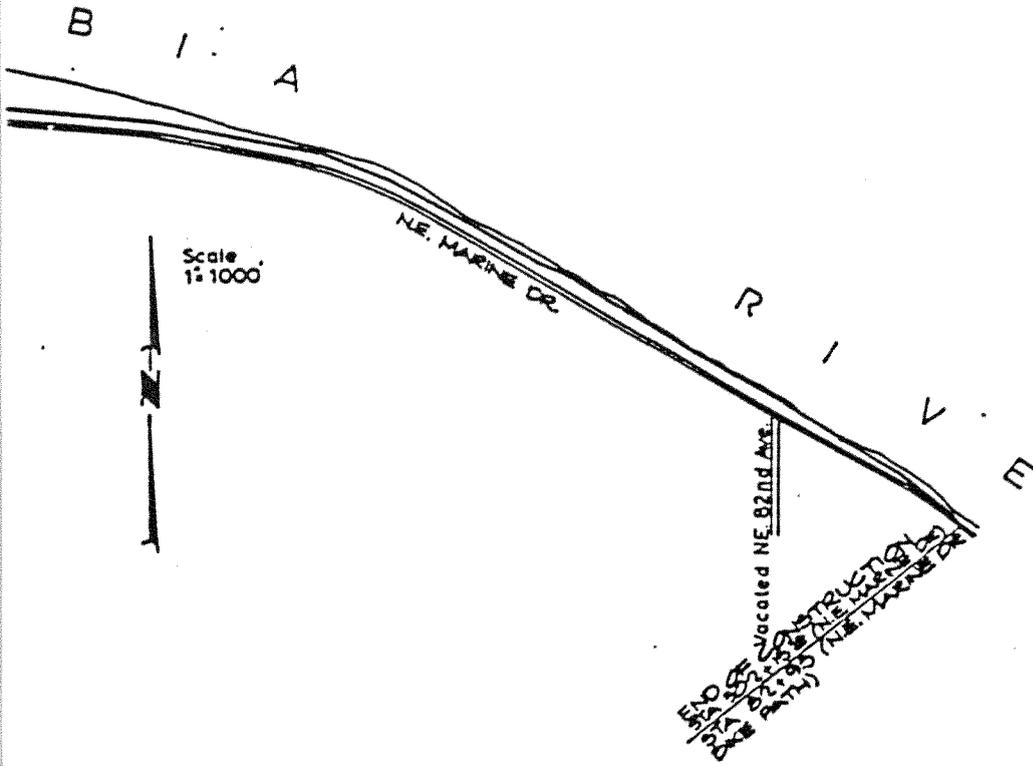
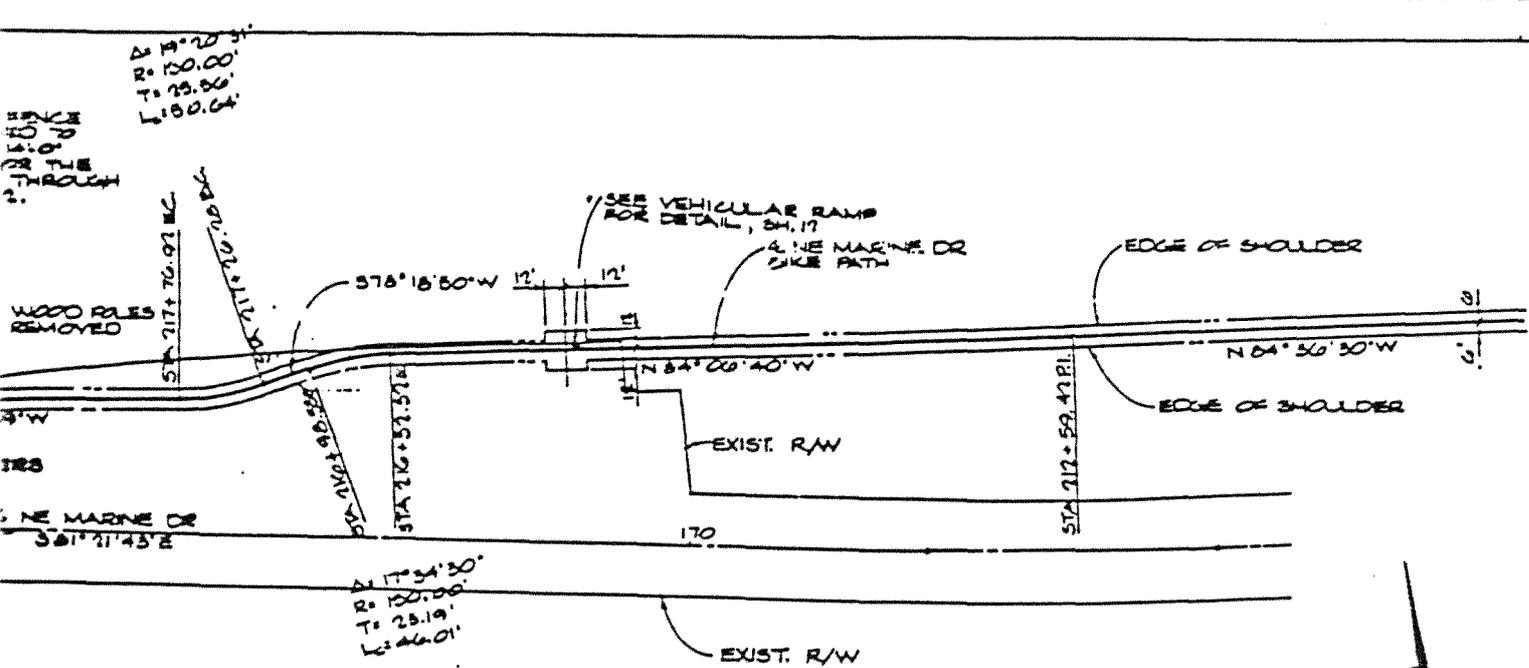


EXHIBIT "A"

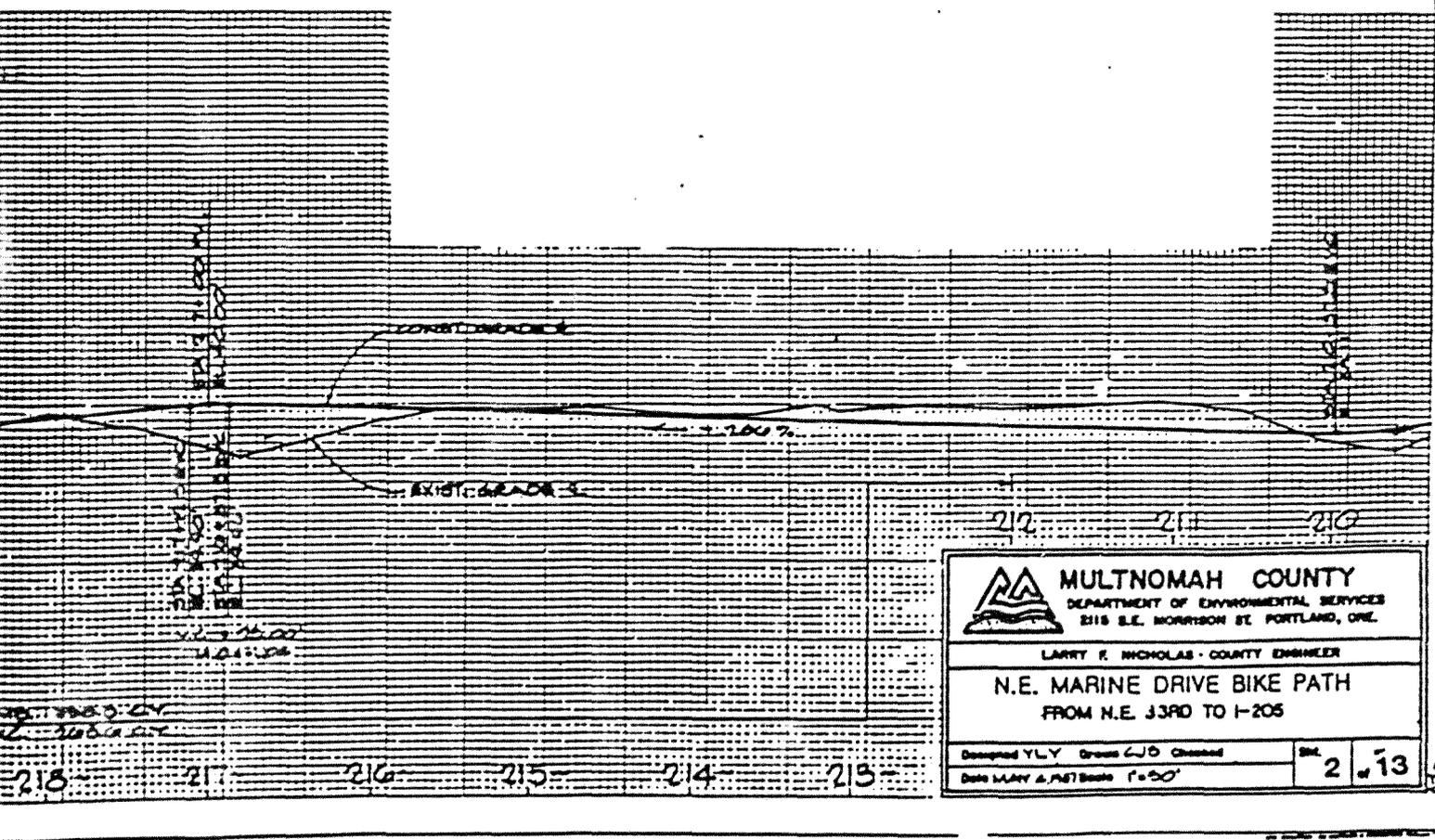


 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 218 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY E. NICHOLAS - COUNTY ENGINEER	
NE MARINE DR. BIKE PATH FROM NE 33RD TO I-205	
Designed YLY Drawn D.D. Date MAY 4, 1981	Checked AS NOTED
SHEET 1	OF 13

Handwritten notes and markings in the right margin, including '10/12' at the bottom.



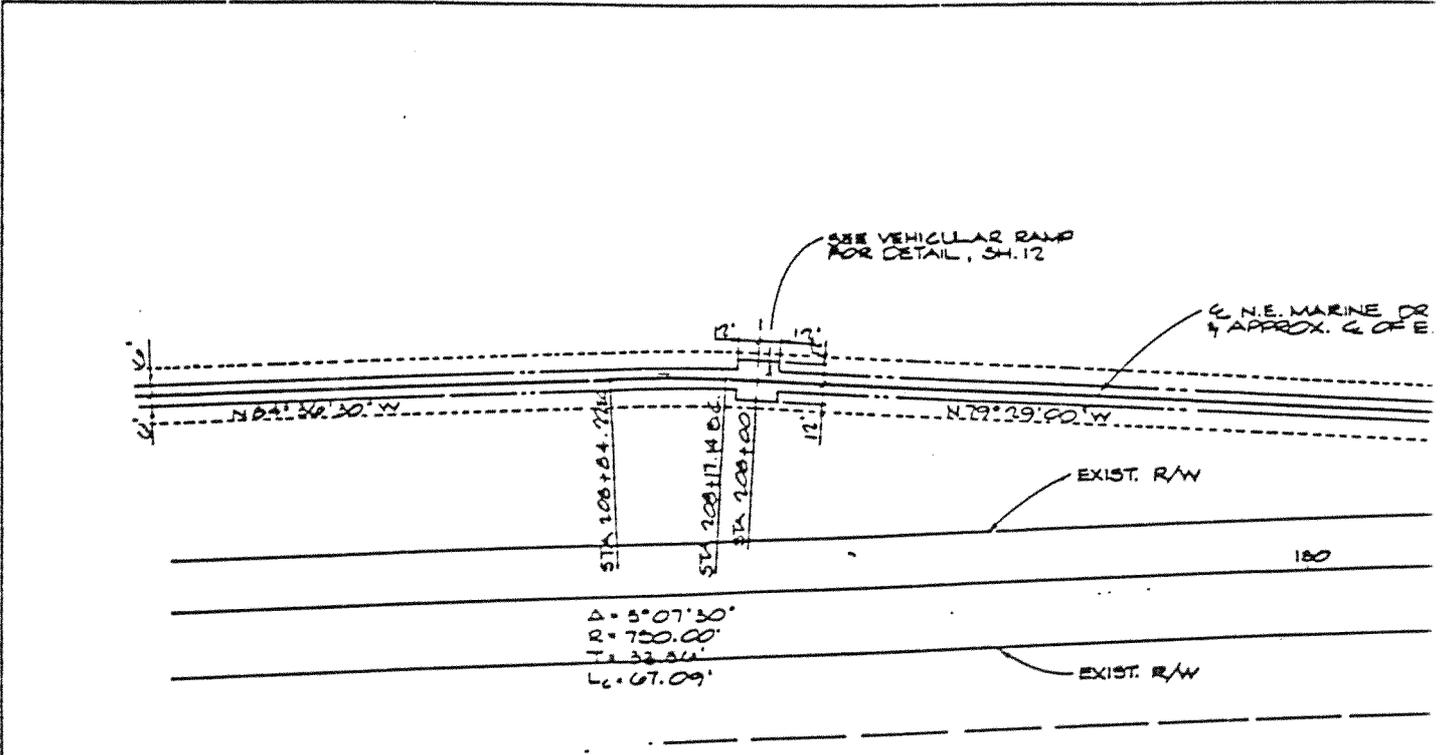
NOTE:
 THE U.S.G.S SURVEYING DATUM HAS BEEN APPLIED TO THE BIKE PATH DESIGN.



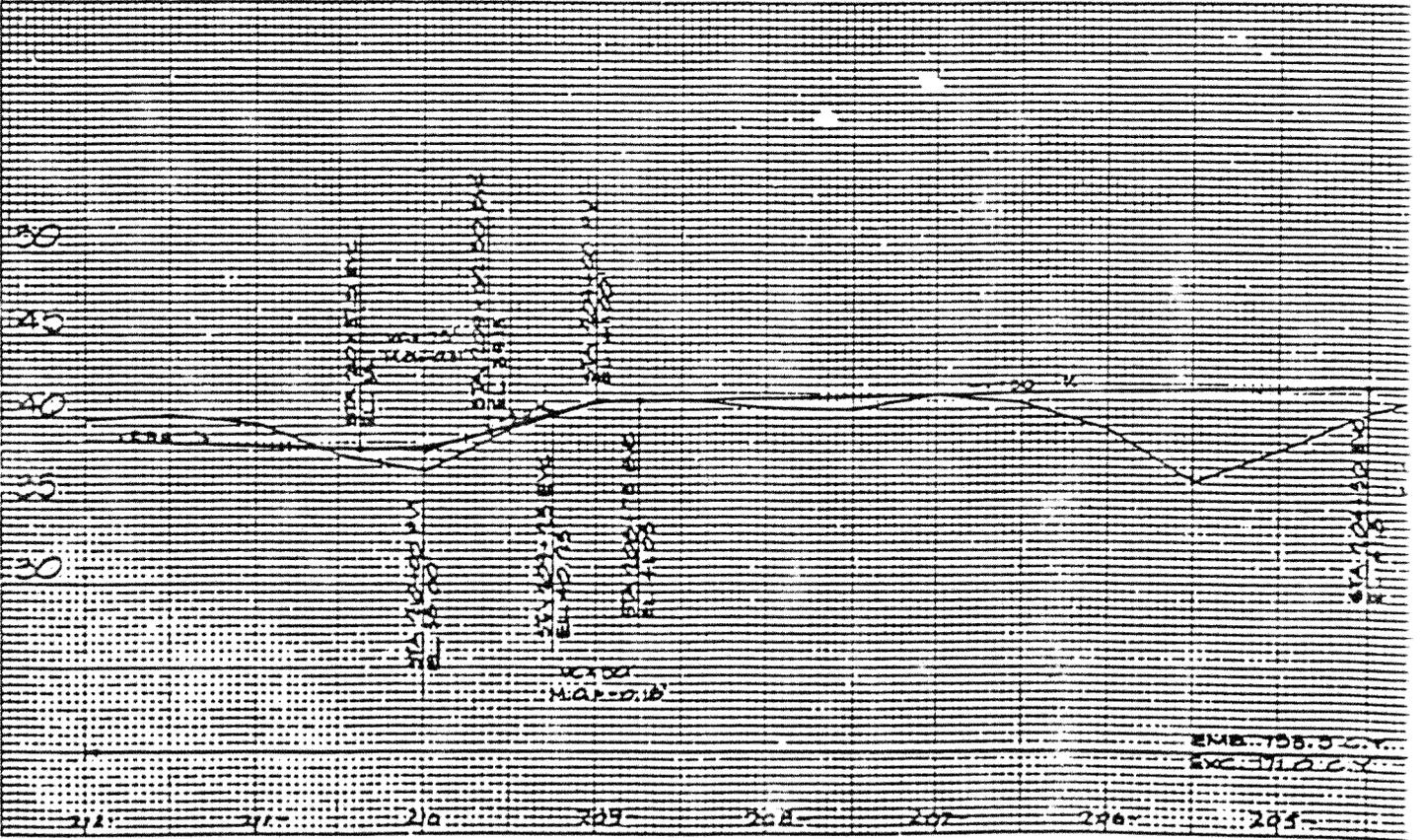
 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 215 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. J3RD TO I-205	
Designed YLY Date MAY 2, 1987 Scale 1"=50'	Checked GJO Date MAY 2, 1987 Scale 1"=50'
SHEET NO.	2 OF 13

1/2
1/2

FINAL SURVEY	DATE
PROJECT NAME	NO. OF SHEETS
DATE	NO. OF SHEETS
NO. OF SHEETS	NO. OF SHEETS



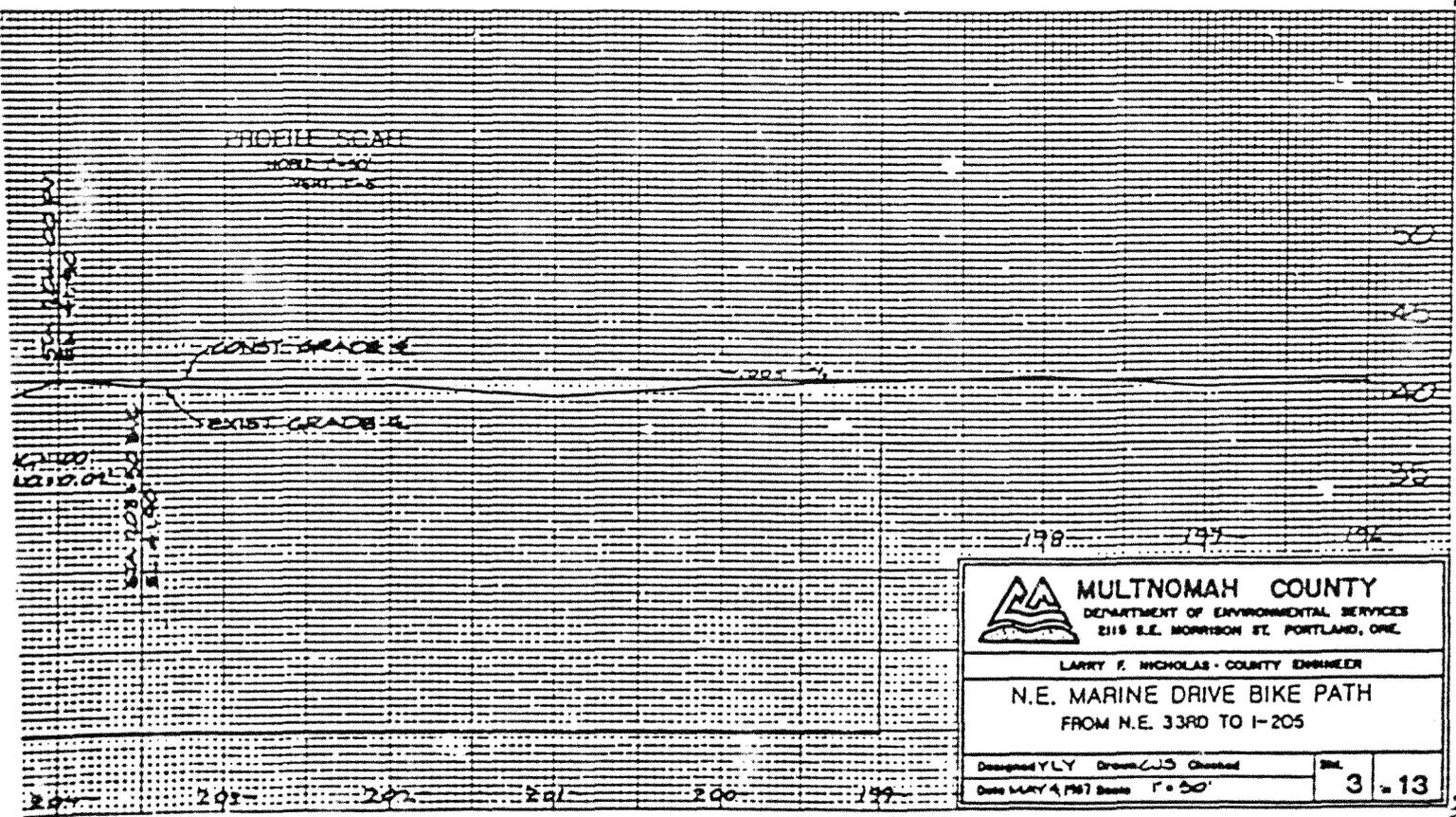
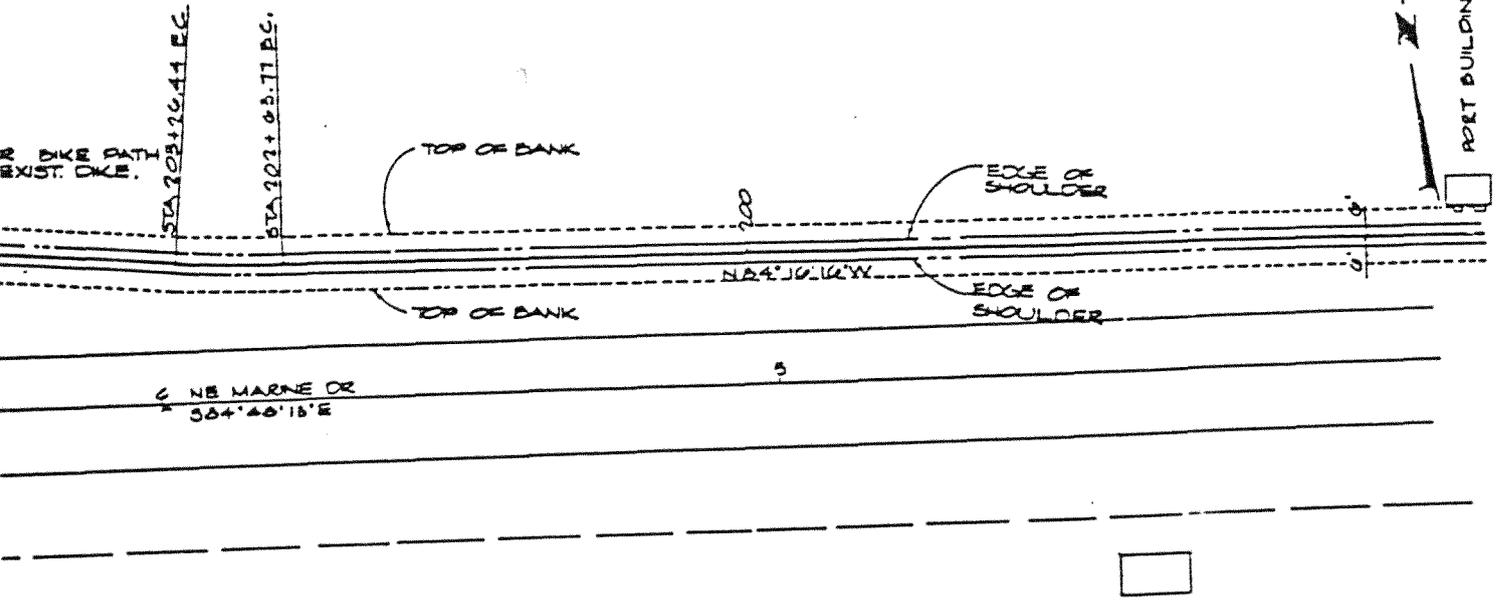
ORIGINAL SURVEY	DATE
PROJECT NAME	NO. OF SHEETS
DATE	NO. OF SHEETS
NO. OF SHEETS	NO. OF SHEETS



1/2
1/2

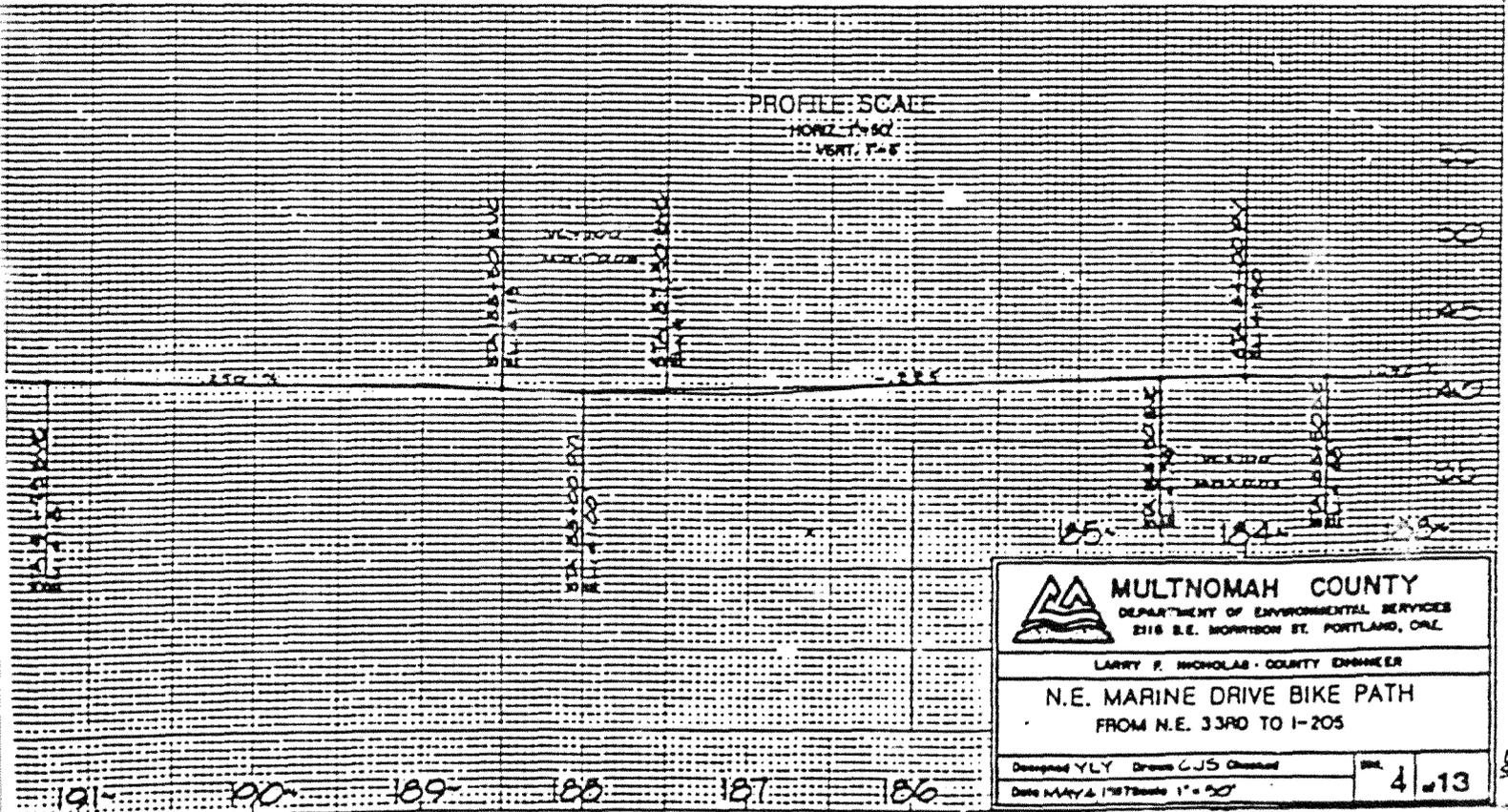
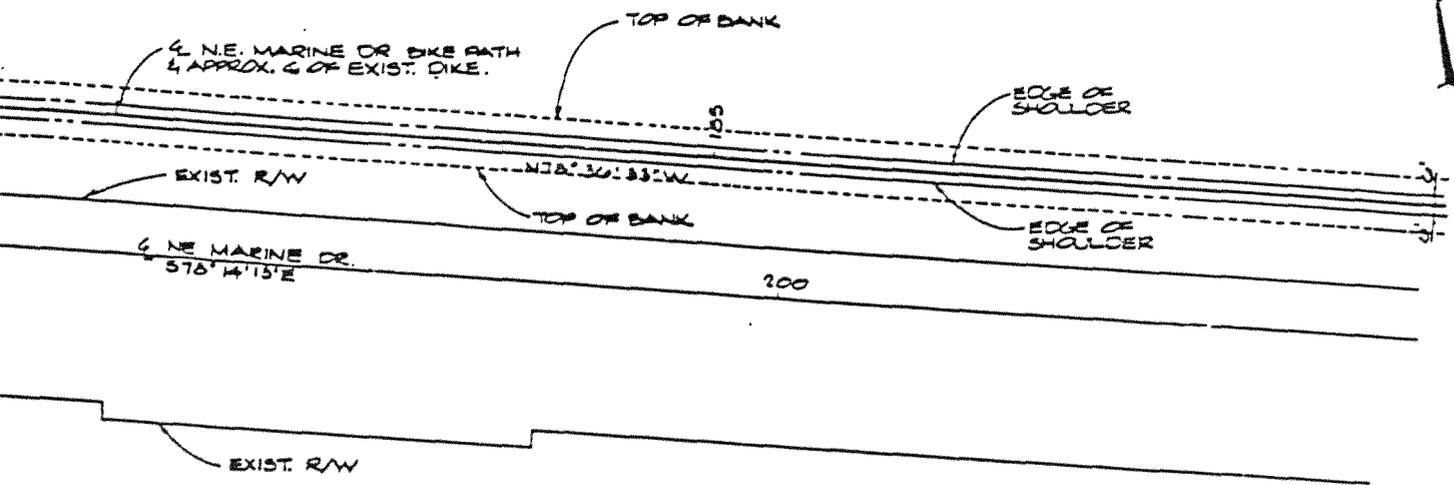
181/2

$\Delta = 4^{\circ}47'16''$
 $R = 730.00'$
 $T = 81.35'$
 $L = 62.67'$



 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2115 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Drawn LJS Checked	Date MAY 4, 1987 Scale 1" = 50'
3	13

181/2

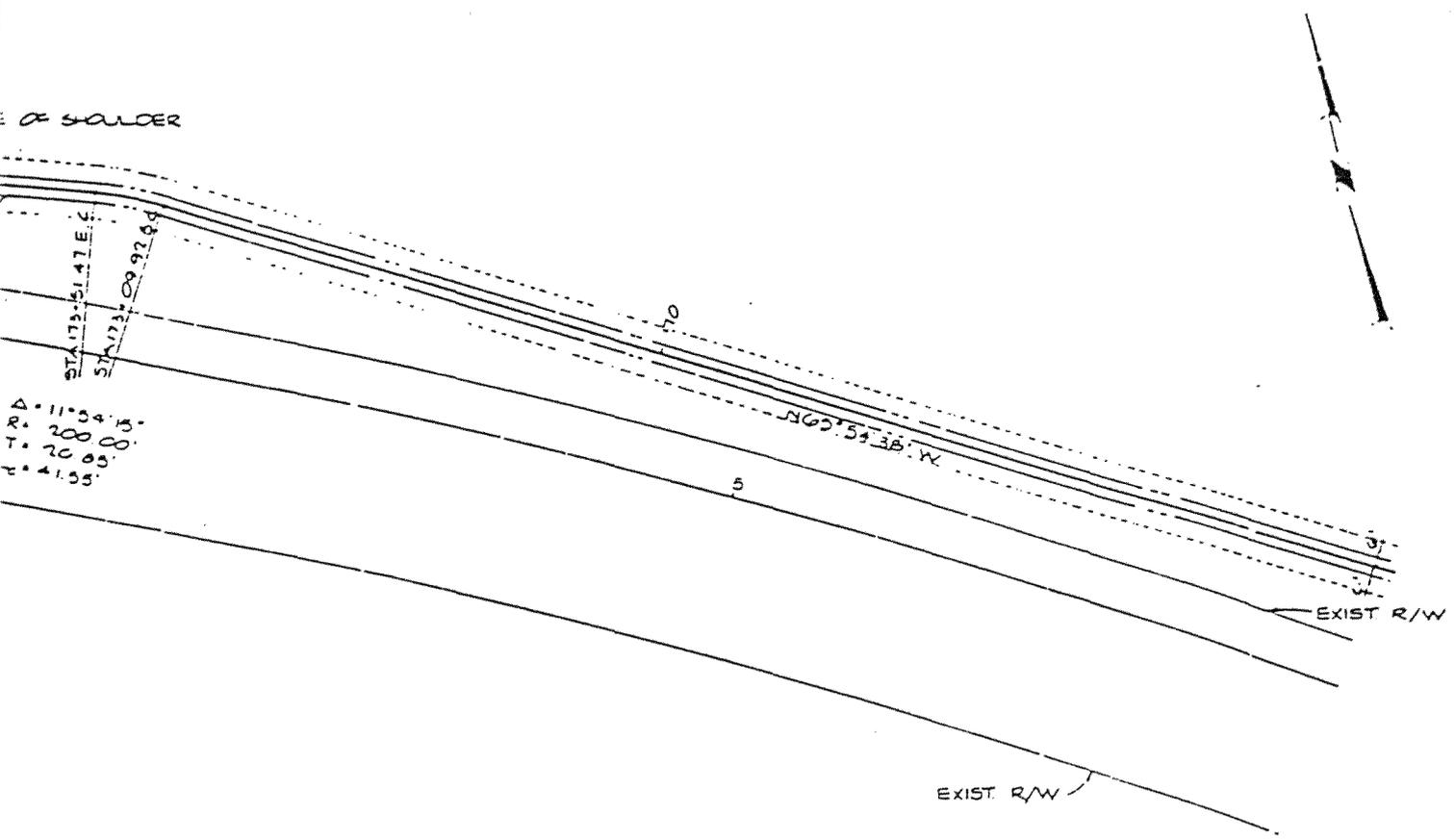


 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 218 S.E. MORTON ST. PORTLAND, ORE.	
LARRY P. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Drawn GJS Checked	Date MAY 6 1987 Scale 1" = 50'
SHEET	4 of 13

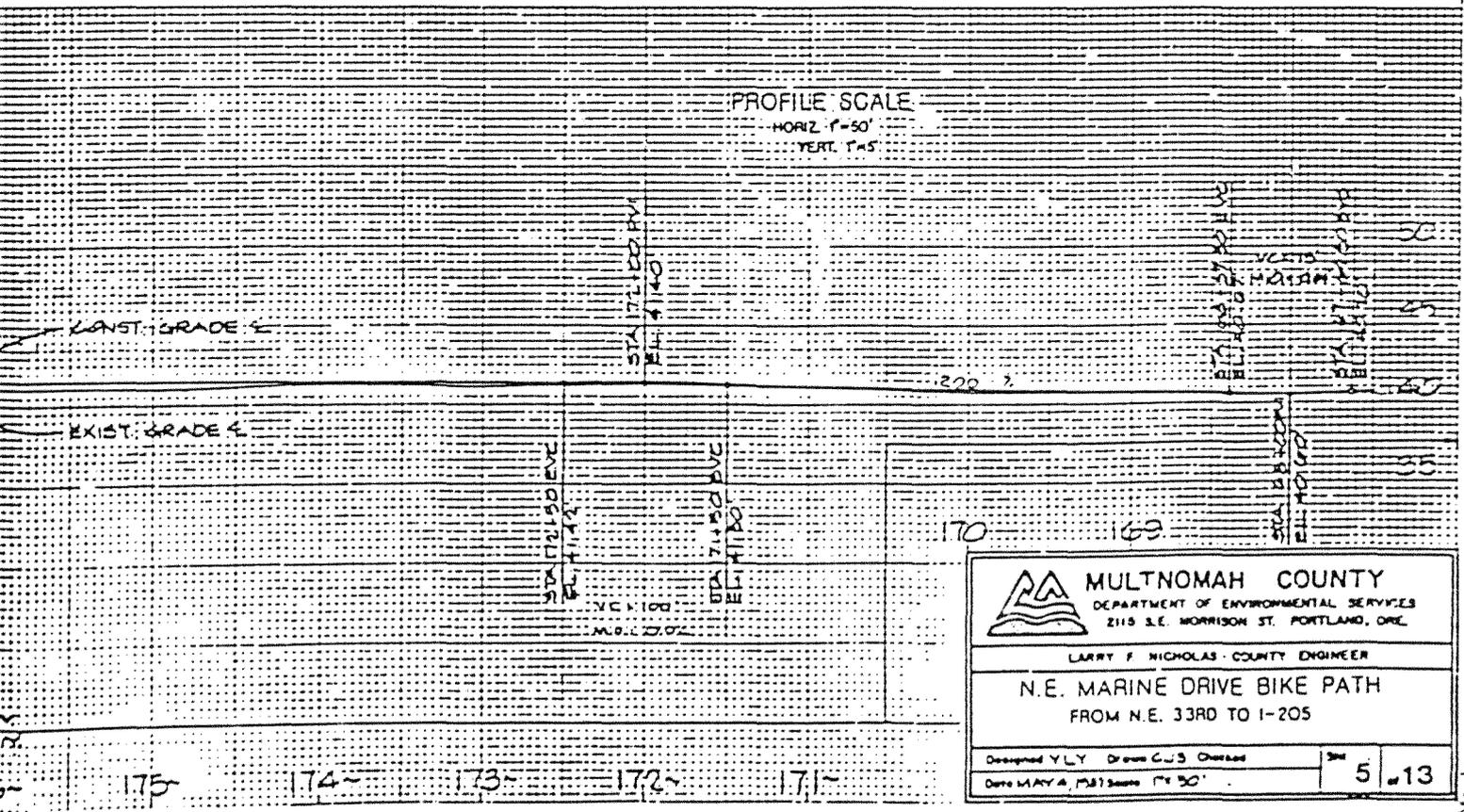
191 190 189 188 187 186

W. SAUNDER

STATION-BLATE 5
 STA 173+00 92.60
 $\Delta = 11^{\circ}34'15''$
 $R = 200.00'$
 $T = 20.85'$
 $L = 41.55'$



PROFILE SCALE
 HORIZ. 1"=50'
 VERT. 1"=5'



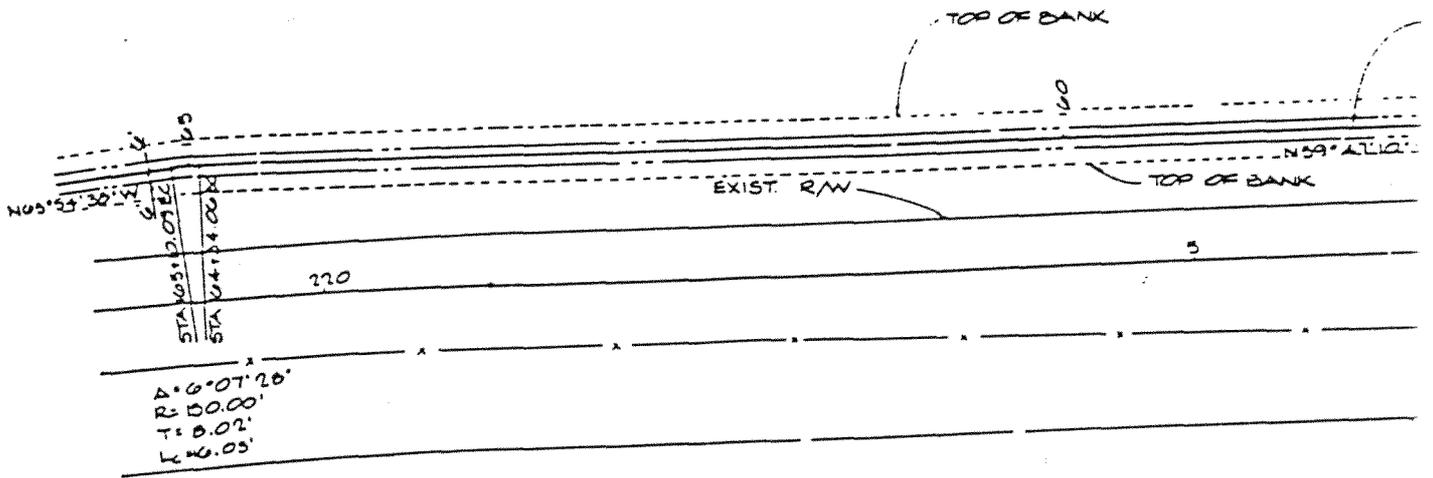
 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2115 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Draw GJS Checked	Date MAY 4, 1981 Scale 1"=50'
5 of 13	

170

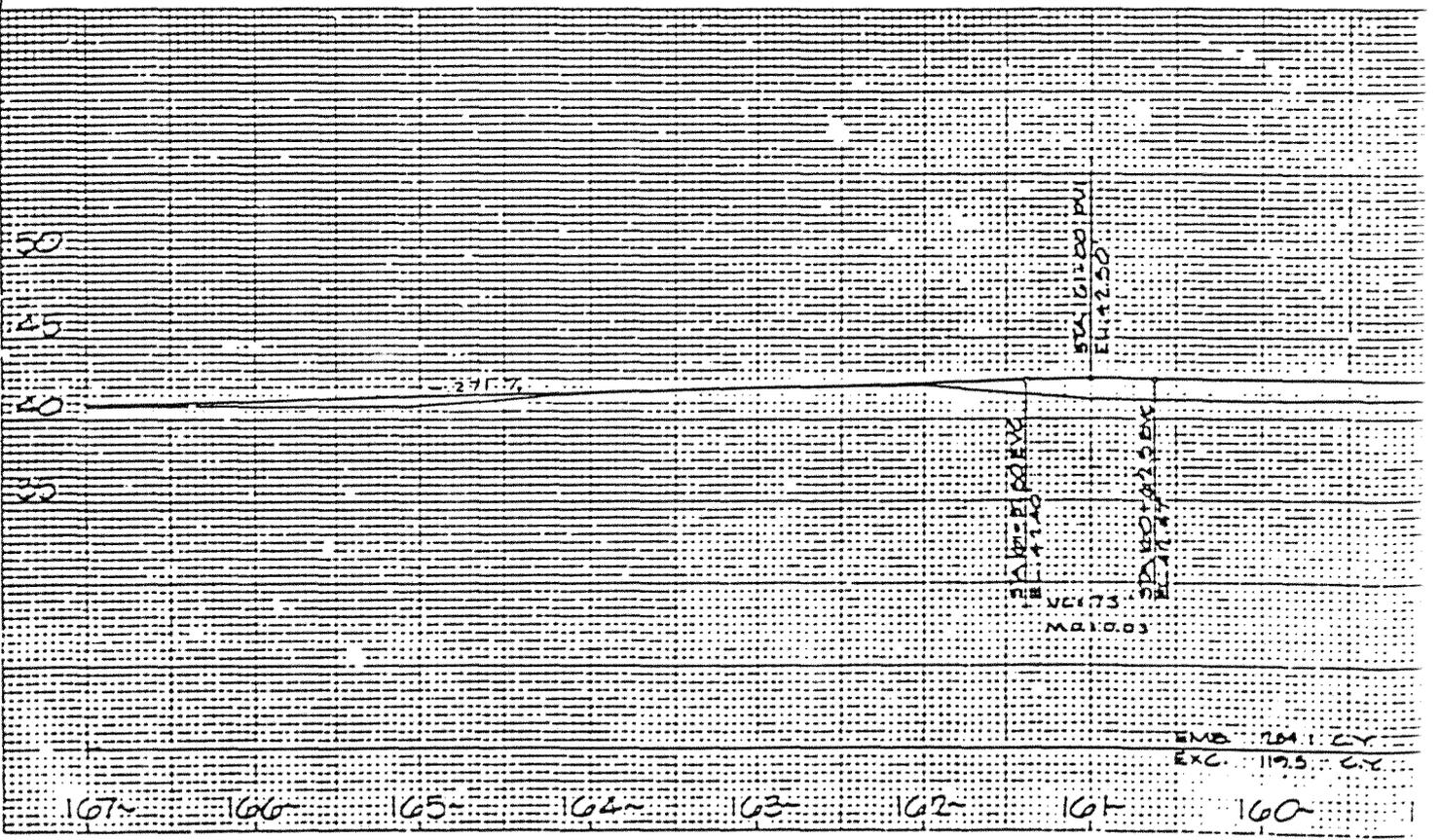
170

AR 1/2

FINAL SURVEY	DATE	BY
APPROVED	DATE	BY
REVISIONS	DATE	BY

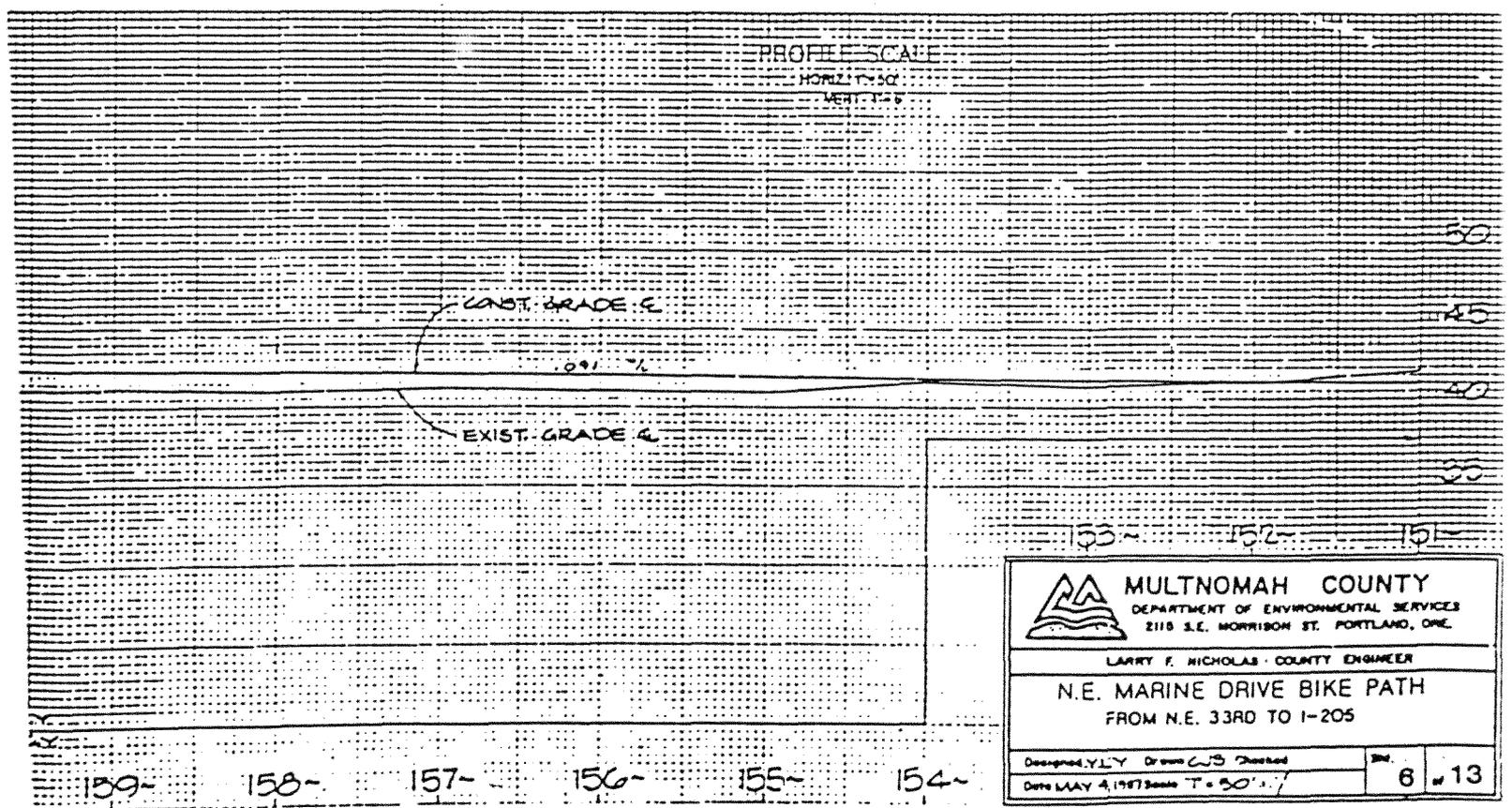
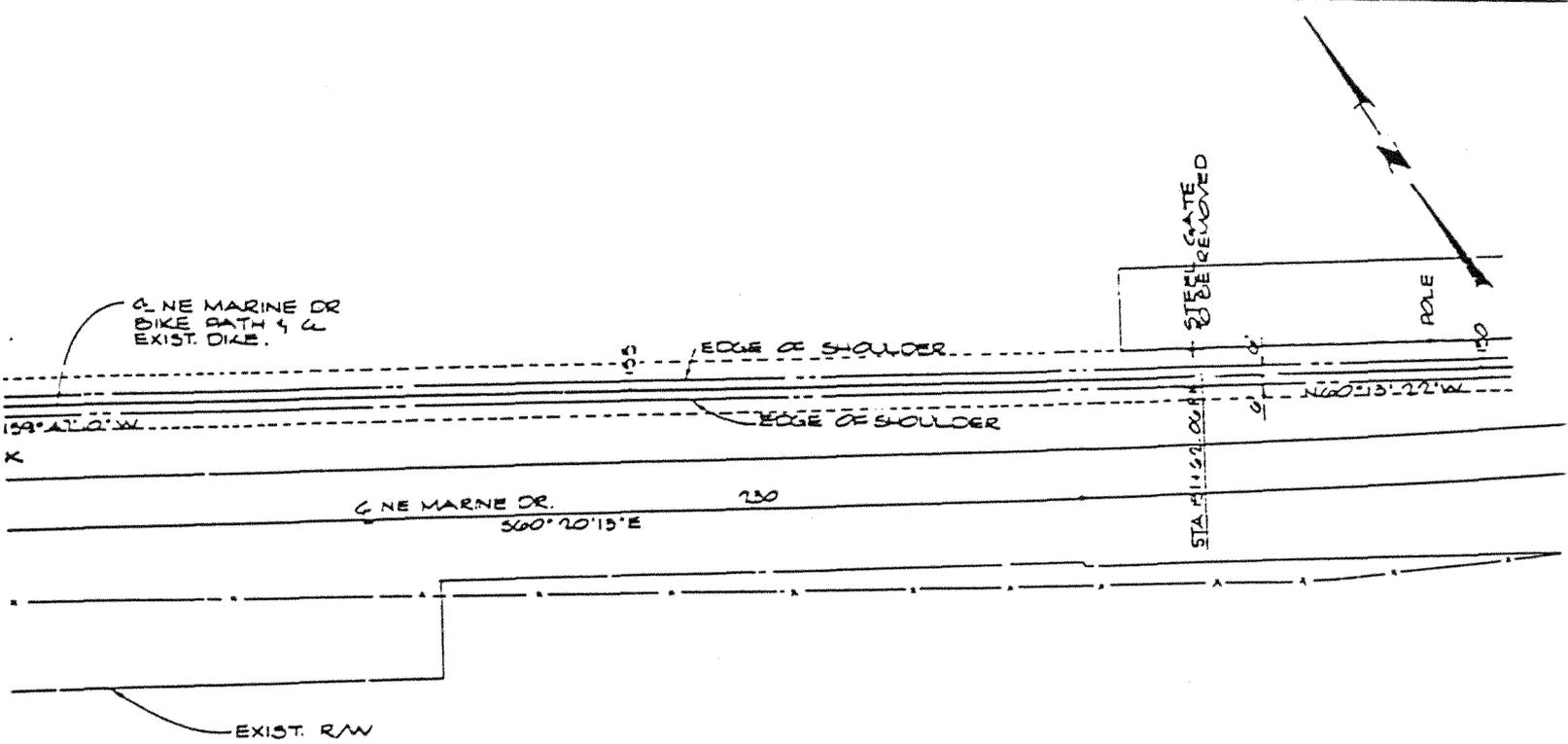


ORIGINAL SURVEY	DATE	BY
APPROVED	DATE	BY
REVISIONS	DATE	BY



AR 1/2

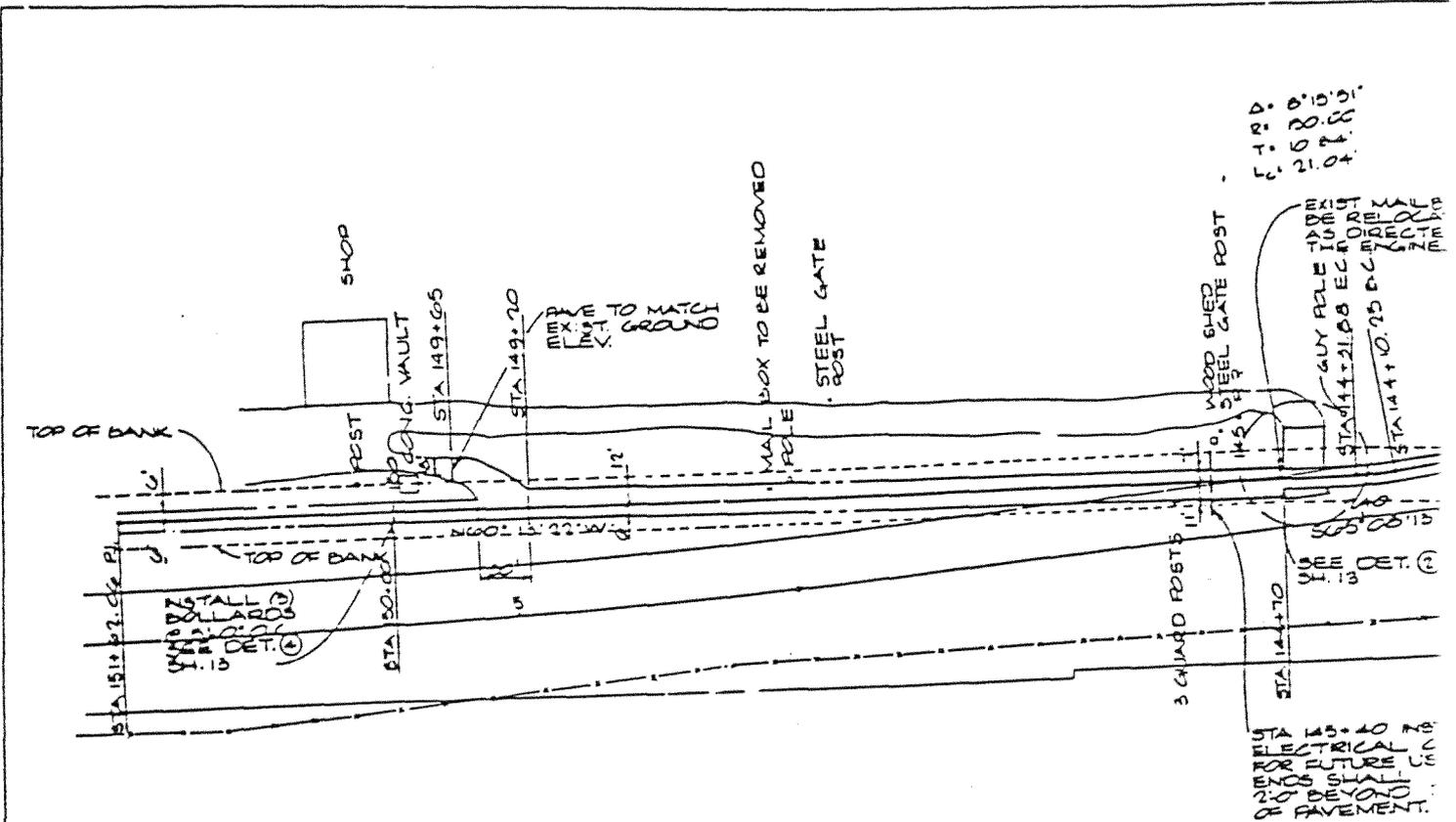
END 104 1 CY
EXC. 119.5 CY



 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2118 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed: YLY Date: MAY 4, 1987	Drawn: GJS Scale: T = 50' = 1"
6 of 13	

1/2
1/2

FINAL SURVEY	NOVEMBER 1965	DATE
BY
CHECKED



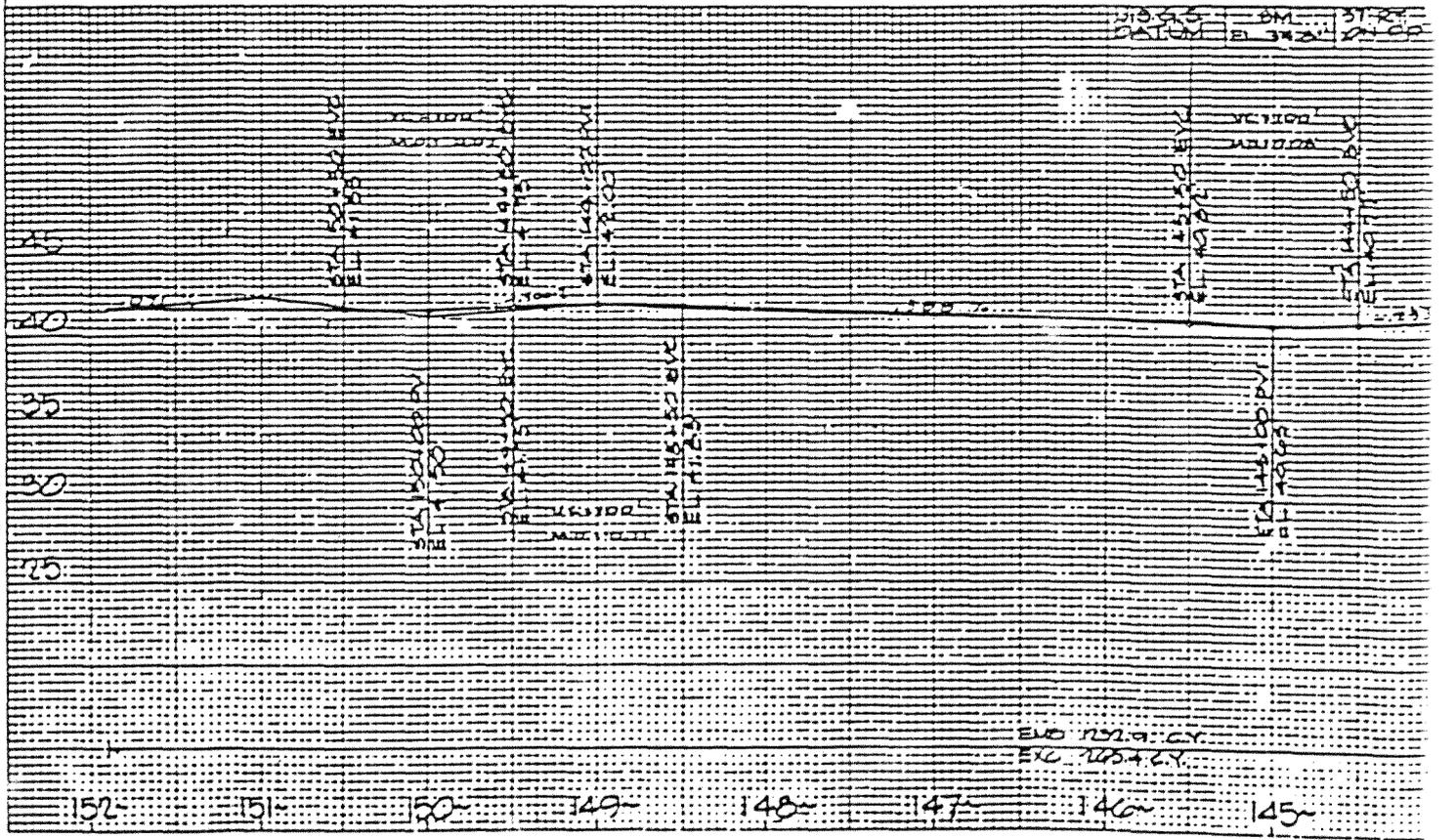
E.T.P.
0.00
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21.04

FOR TYPING
FOR OR
FOR
FOR
FOR

STA 145+40 TO
END ELECTRICAL CEN.
END SHALL BE
20' BEYOND
PAVEMENT.

1/2
1/2

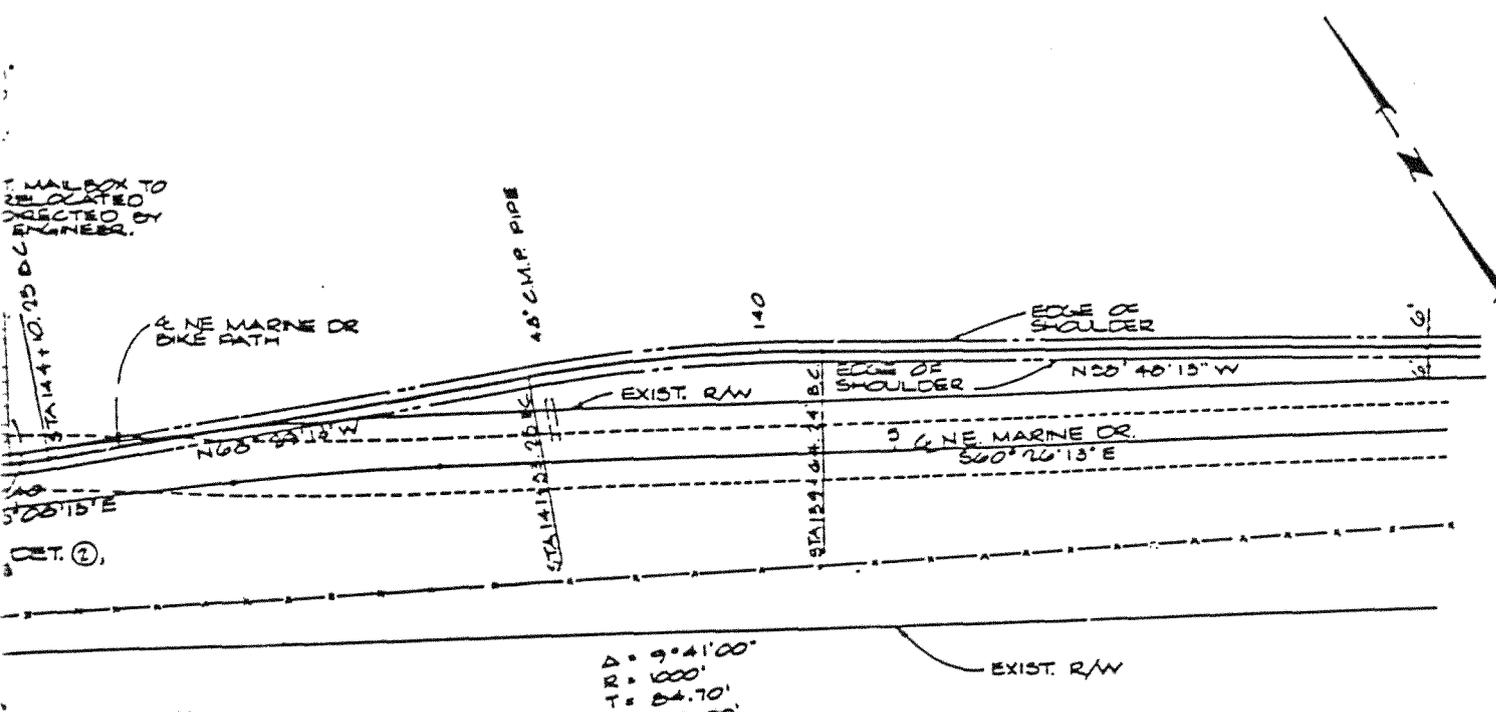
ORIGINAL SURVEY	NOVEMBER 1965	DATE
BY
CHECKED



DATE NOV 1965

ELEV. 142.96'
ELEV. 142.62'

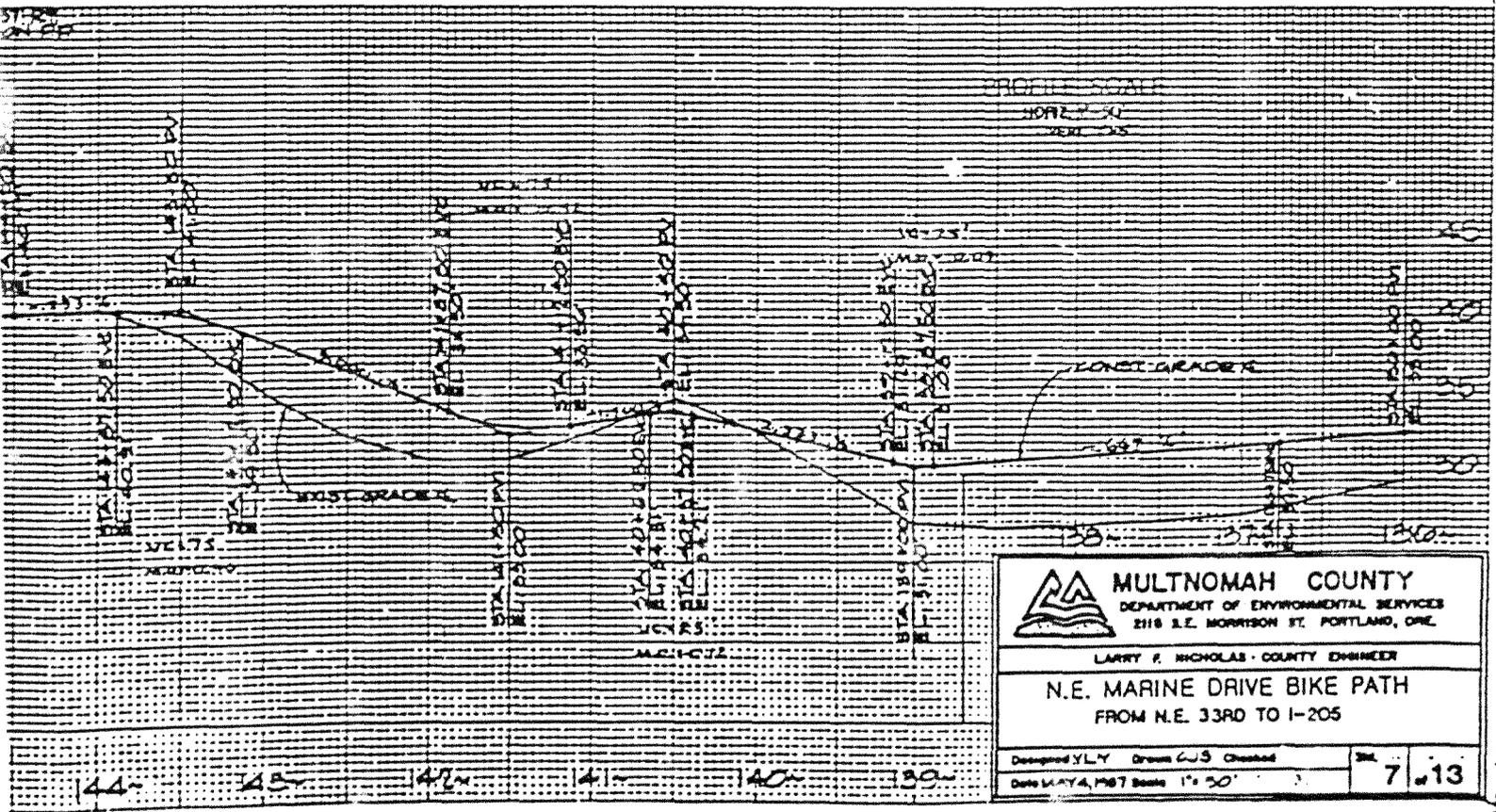
304



INSTALL BOX
RELATED TO
DIRECTED BY
ENGINEER.

INSTALL 18
CAL 2200T
USE DOT
EXTEND
THE EDGE
EVENT.

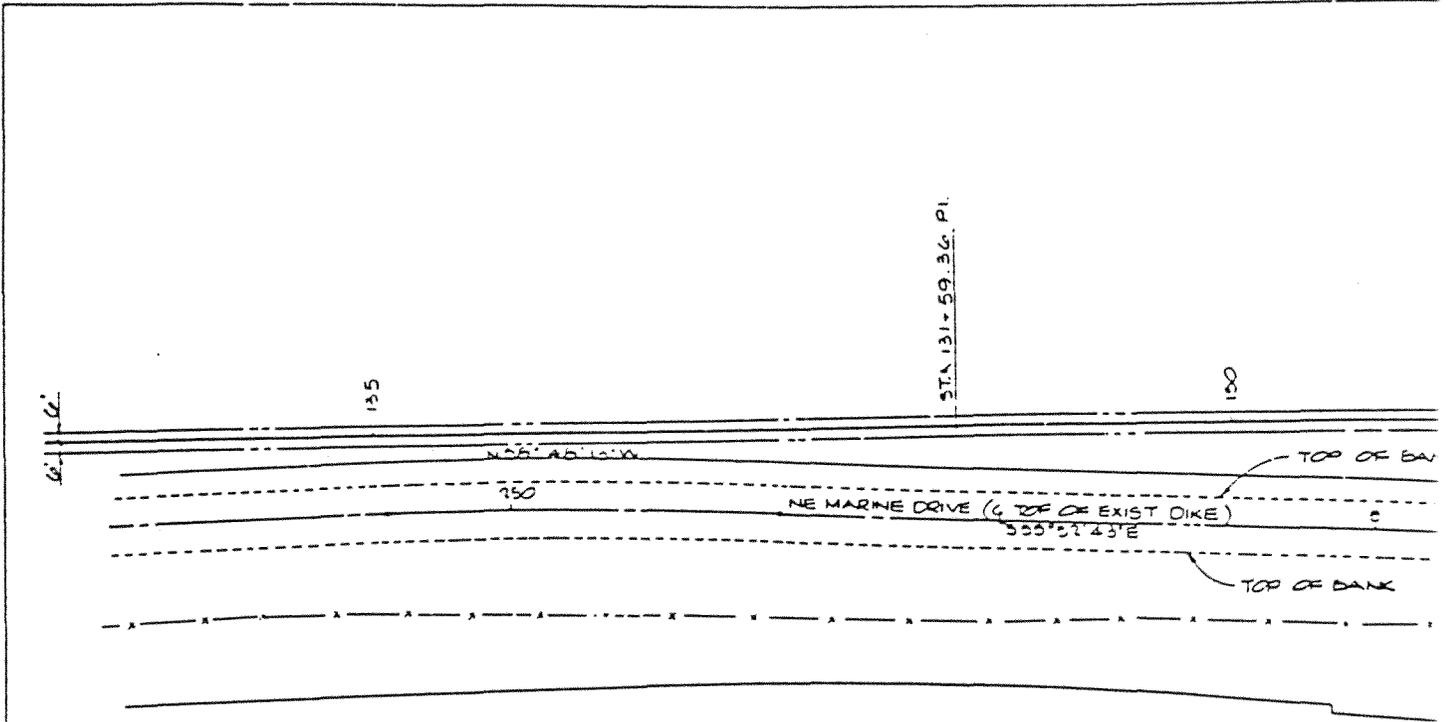
$D = 9^{\circ} 41' 00''$
 $R = 1000'$
 $T = 84.70'$
 $L = 169.00'$



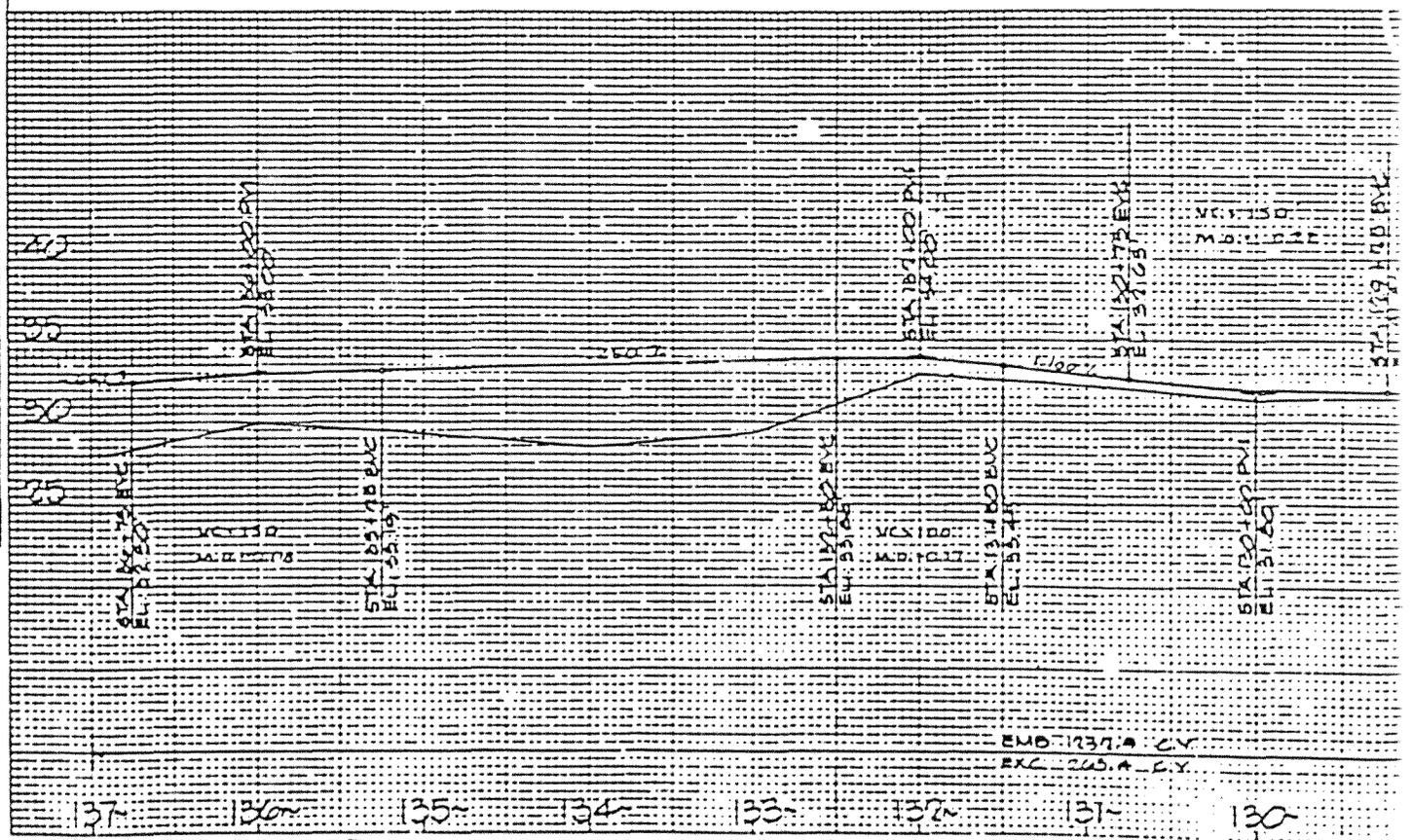
 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2115 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Drawn GJS Checked	Date MAY 4, 1987 Scale 1" = 50'
7	13

AR 04

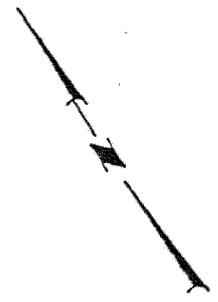
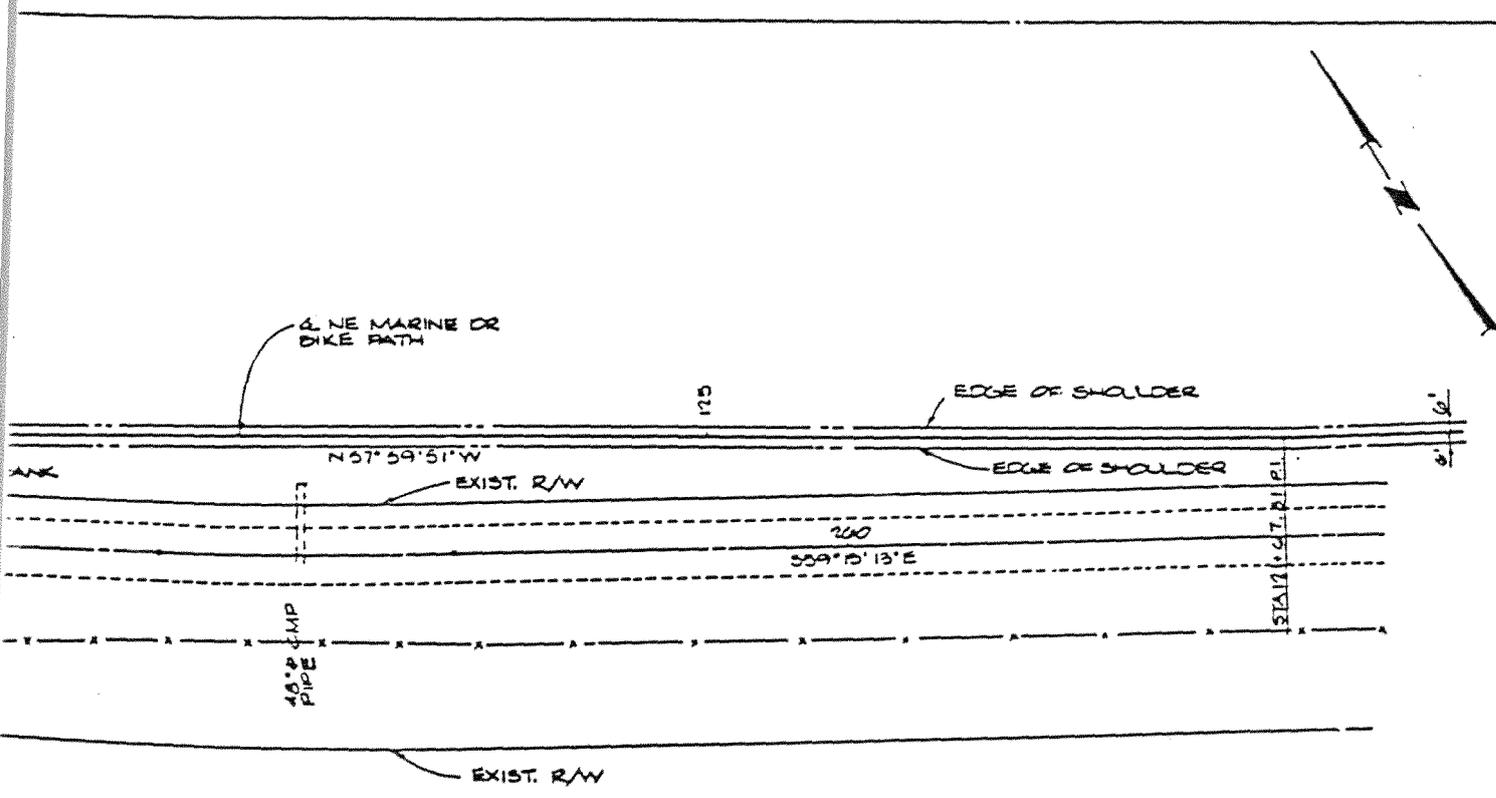
FINAL SURVEY	DATE
REVISED	DATE
APPROVED	DATE
CHECKED	DATE



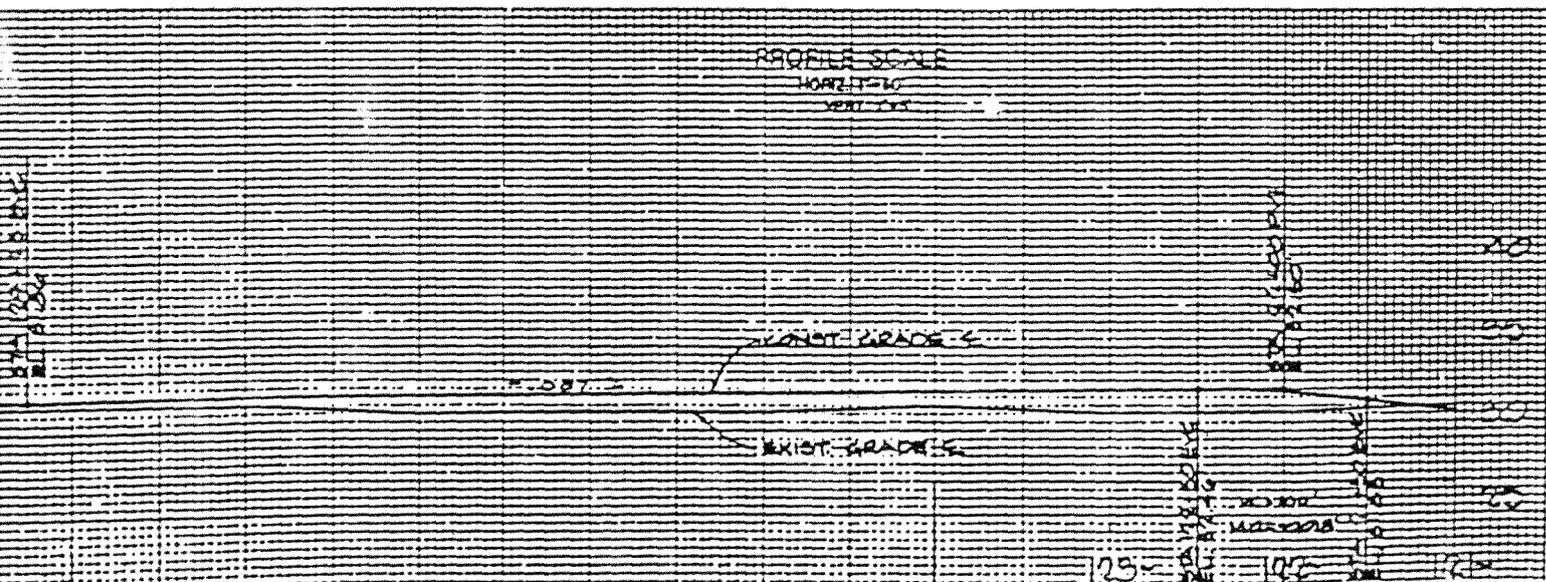
ORIGINAL SURVEY	DATE
REVISED	DATE
APPROVED	DATE
CHECKED	DATE



AR 04



PROFILE SCALE
 HORIZ. 1" = 10'
 VERT. 1" = 1'

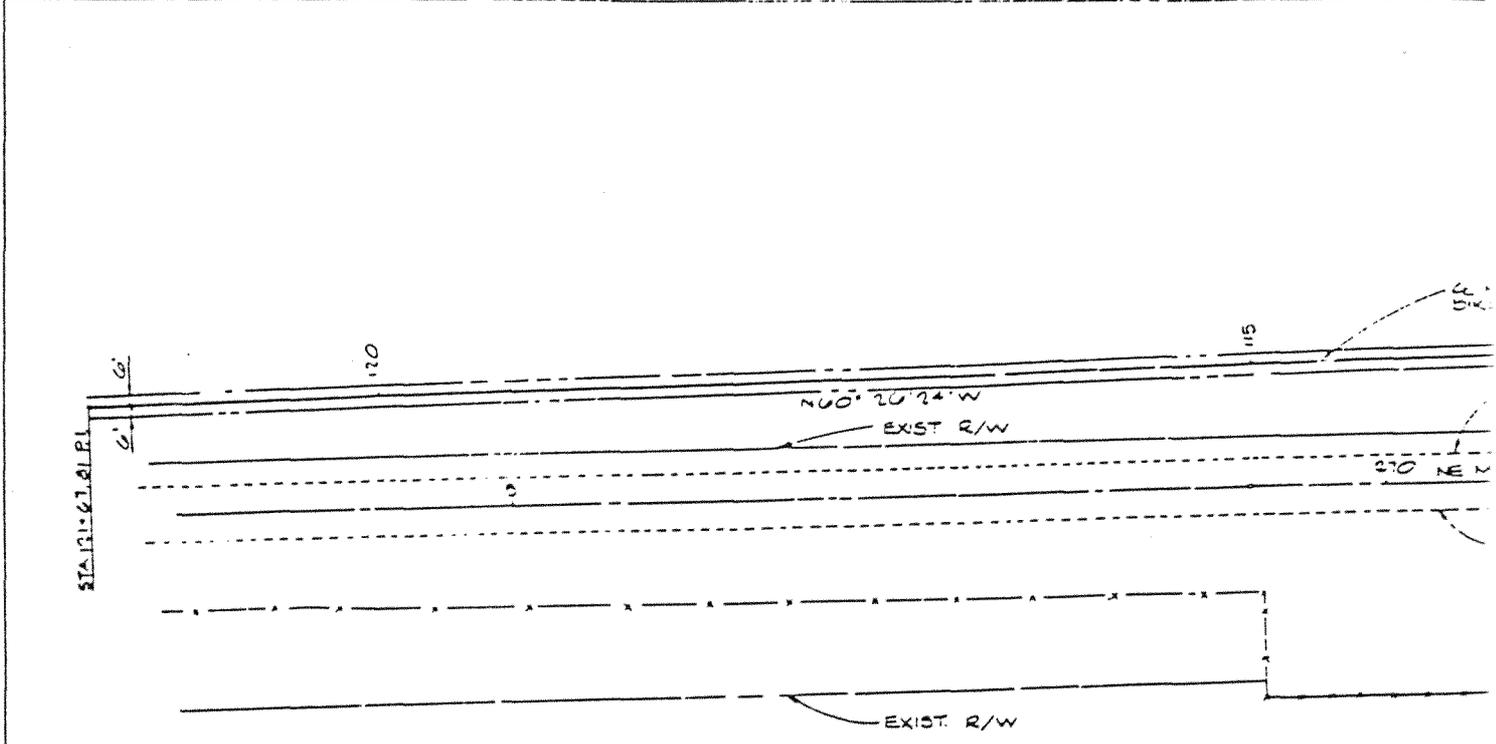


 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2118 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Date MAY 4, 1981	Drawn LJS Scale 1" = 50' Checked SHEET 8 OF 13

129- 128- 127- 126- 125- 124-

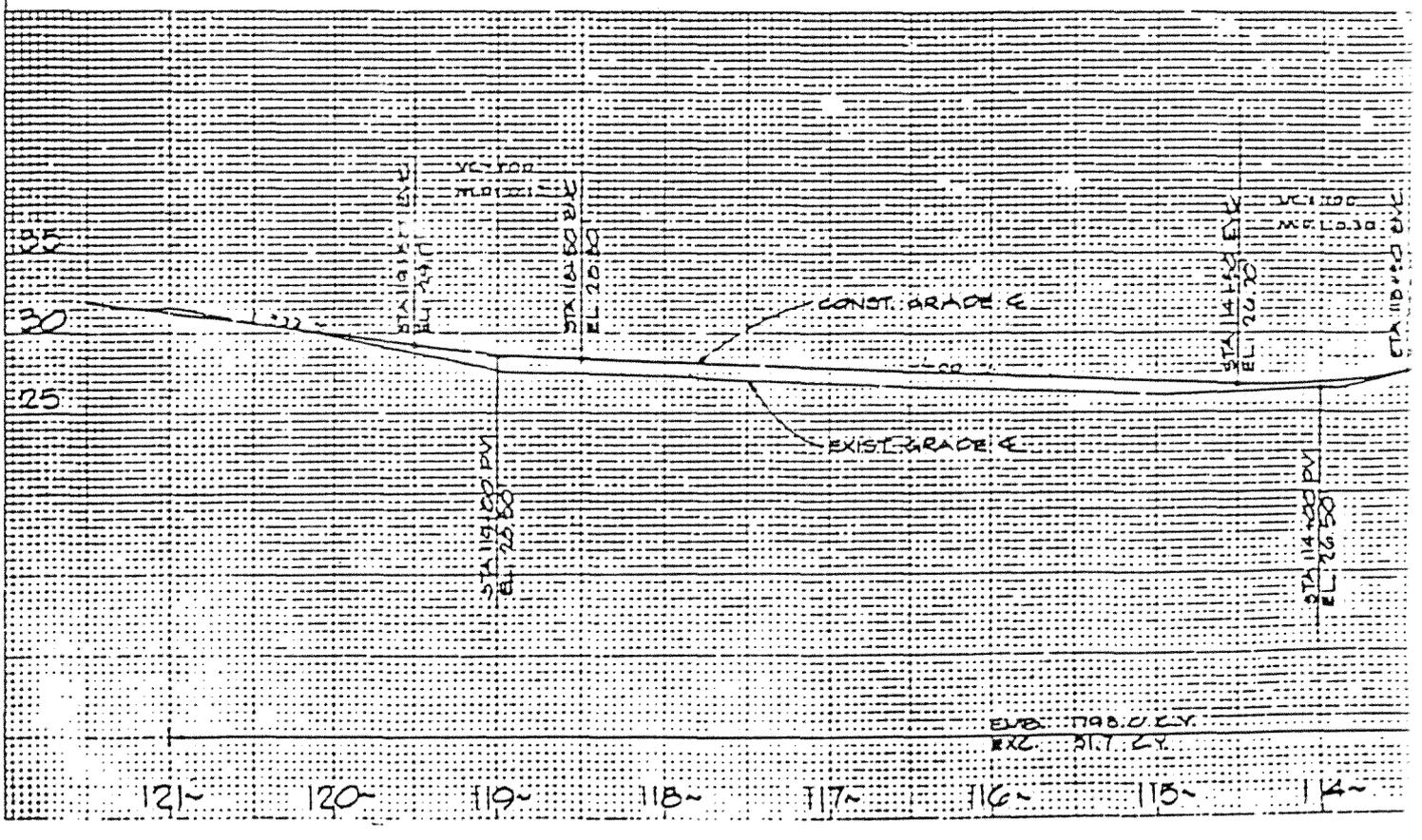
122
121

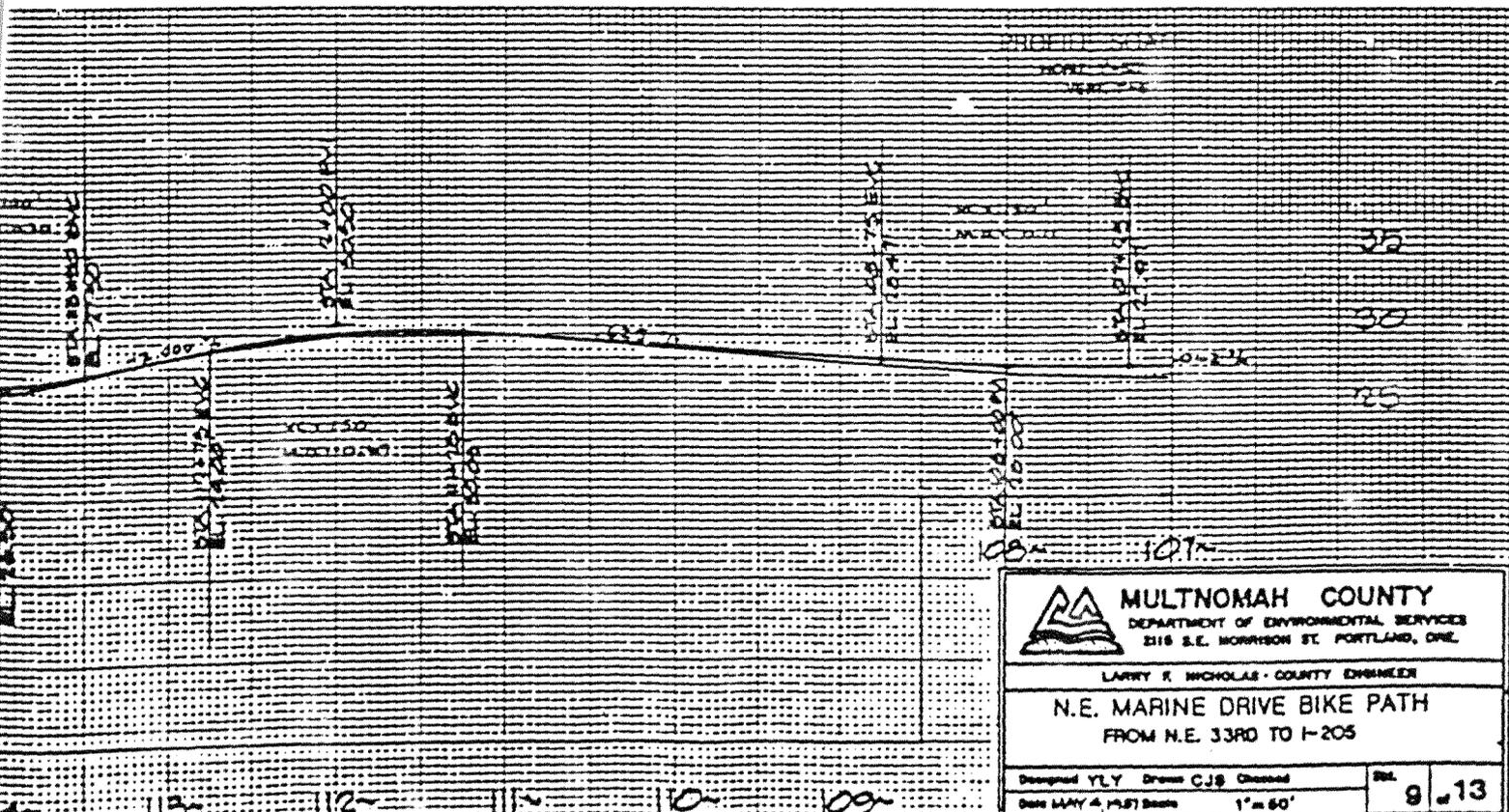
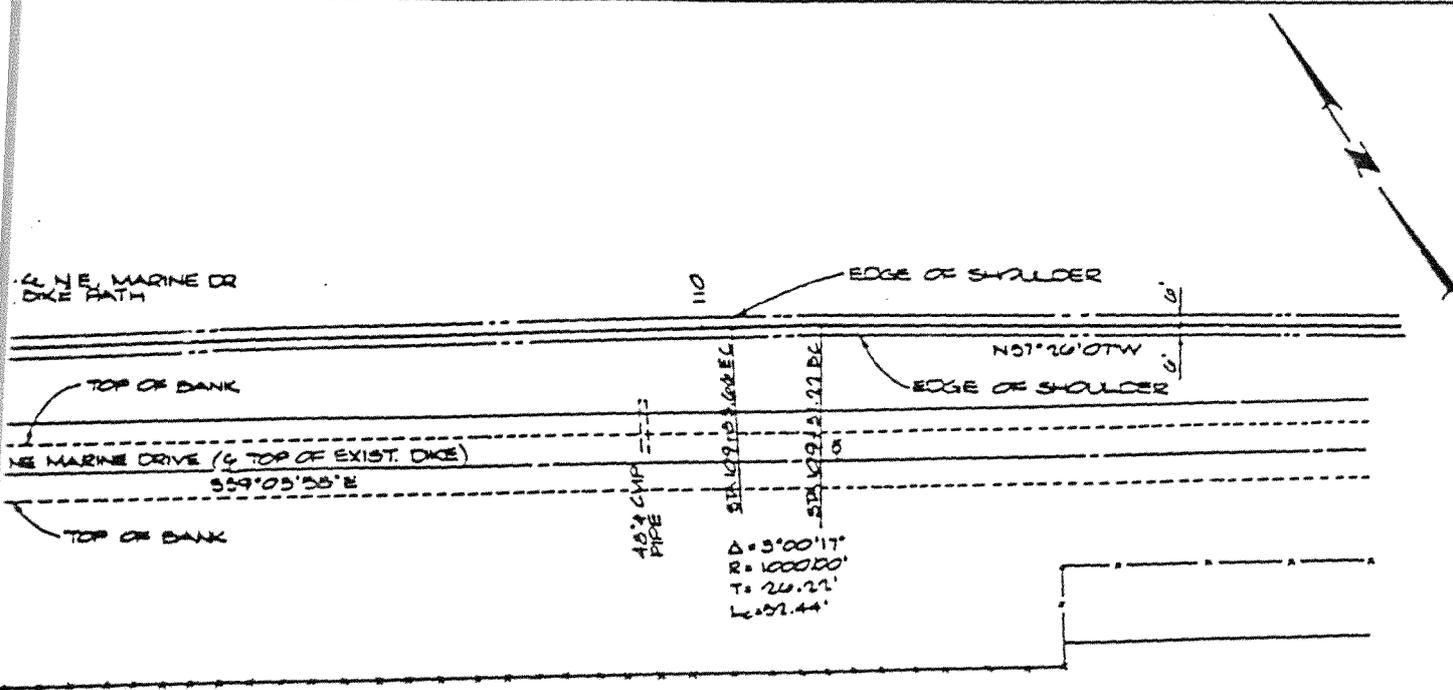
FINAL SURVEY	DATE	BY
APPROVED	DATE	BY
REVISIONS	DATE	BY



125
124

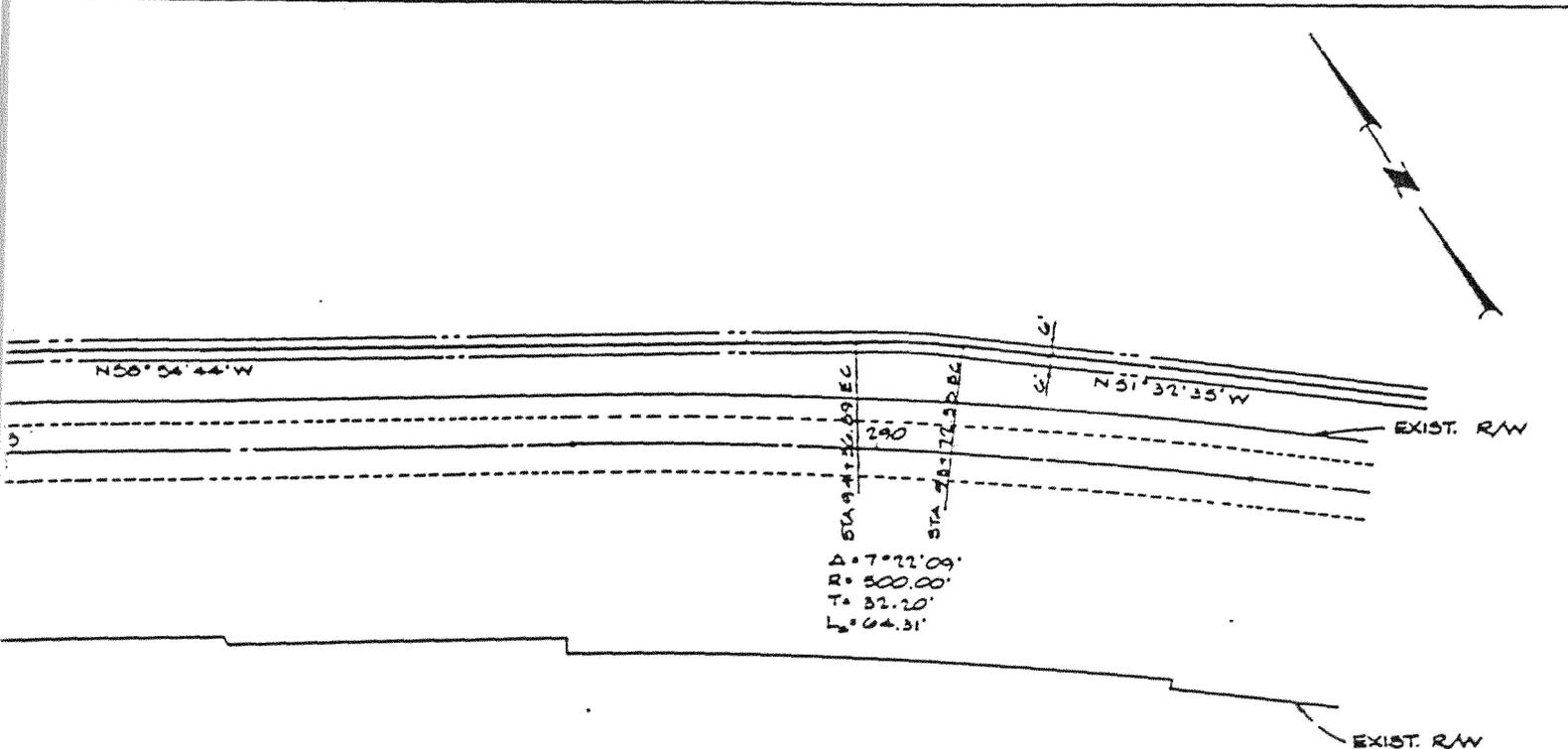
ORIGINAL SURVEY	DATE	BY
APPROVED	DATE	BY
REVISIONS	DATE	BY





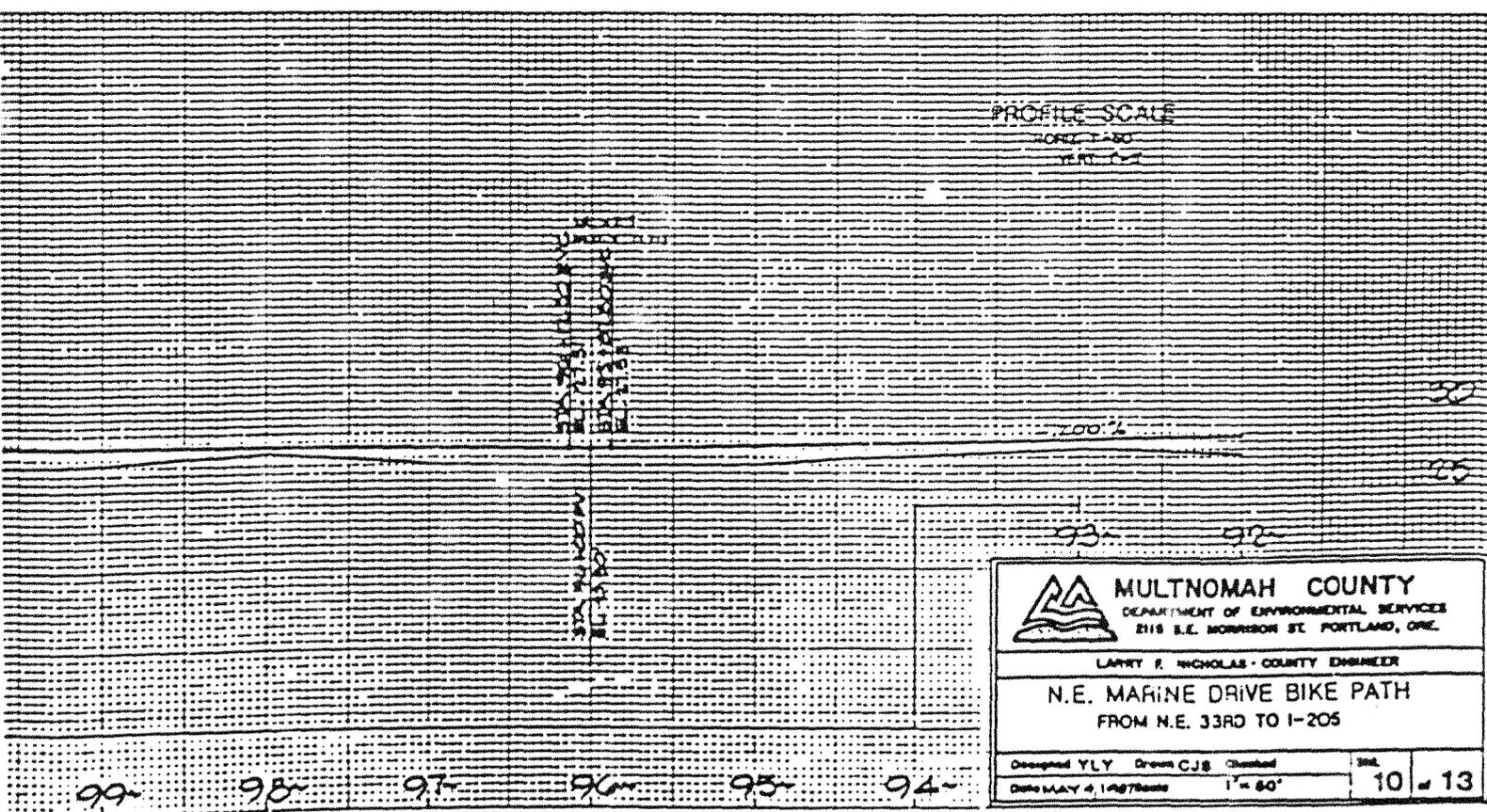
 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 218 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY R. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Drawn CJS Checked [initials]	Date MAY 4, 1987 Scale 1" = 60'
8.13	

574 JET



STA 9+12.09 EC
 290
 STA 9+17.23 EC
 Δ = 7° 22' 09"
 R = 500.00'
 T = 32.20'
 L = 64.31'

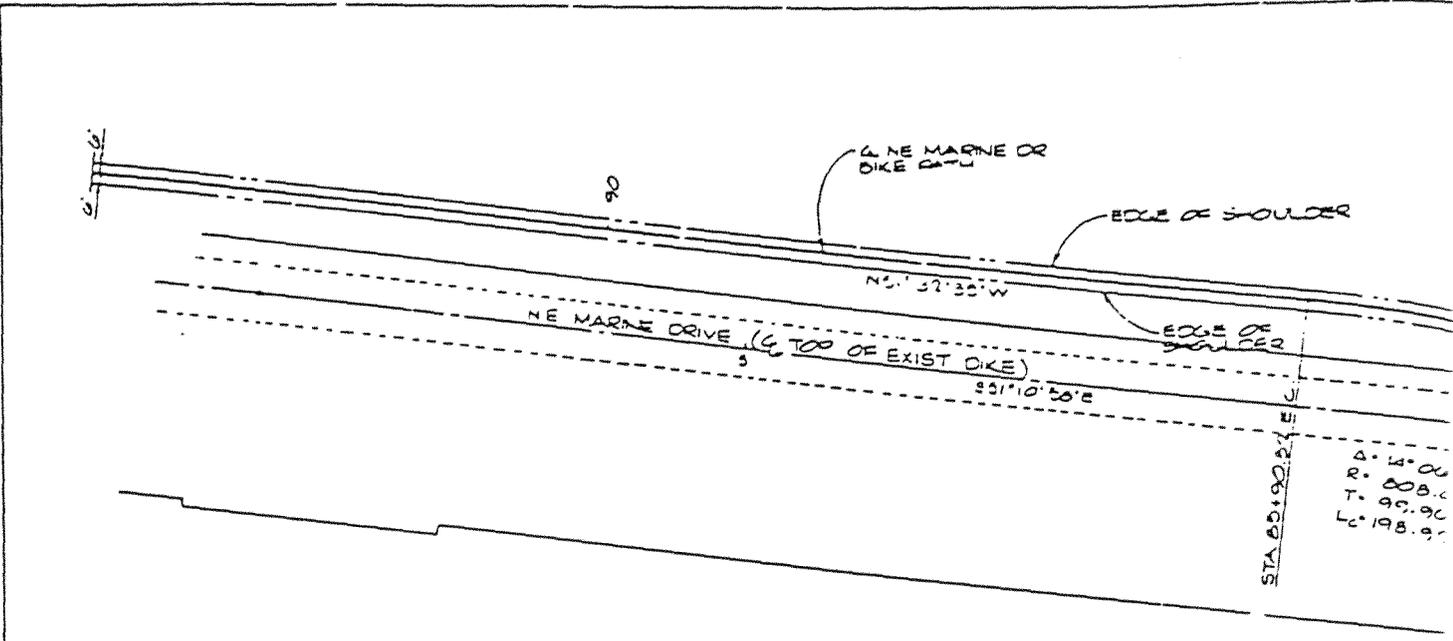
PROFILE SCALE
 HORIZ. 1" = 40'
 VERT. 1" = 2'



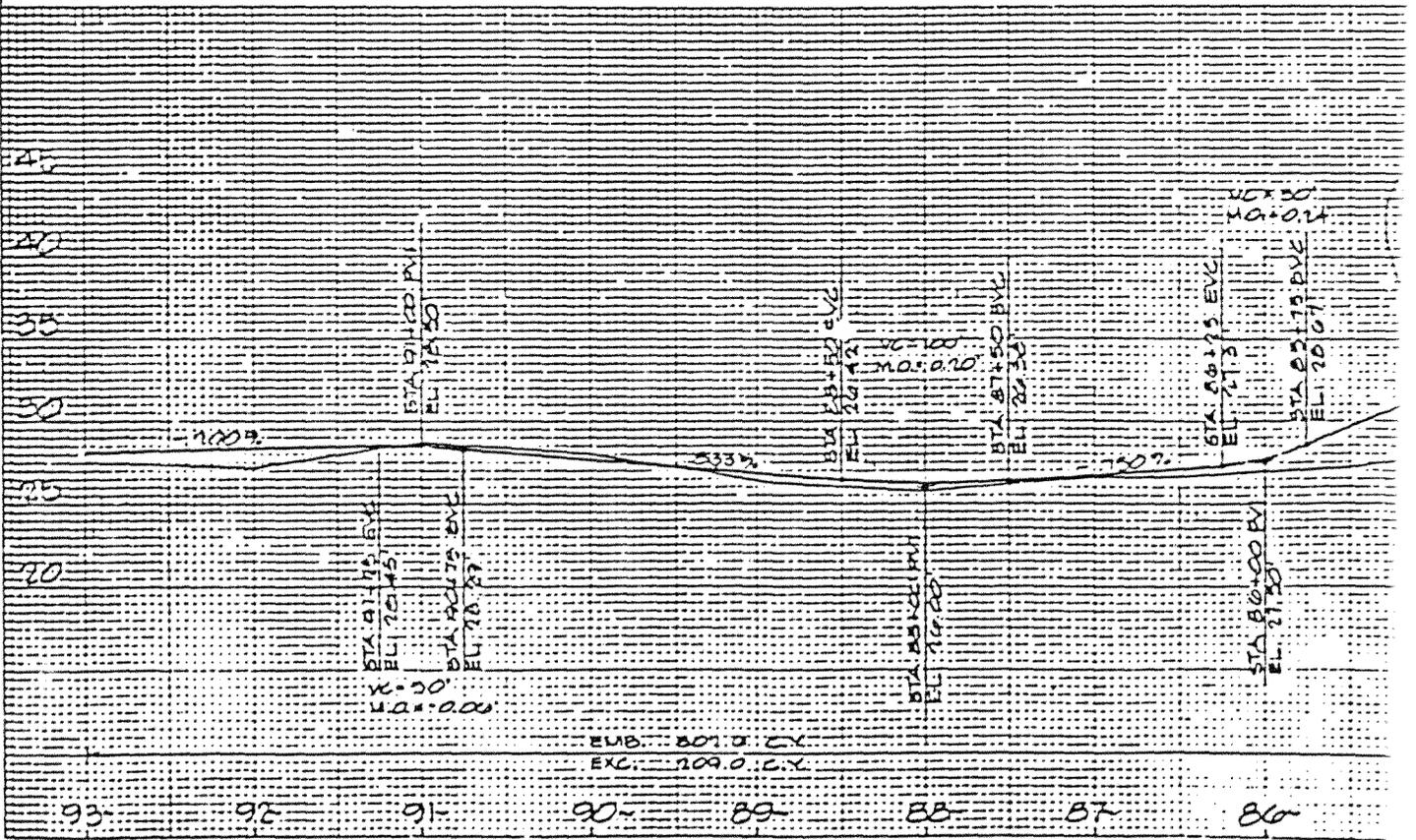
 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2115 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY R. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed VLY Drawn CJB Date MAY 4, 1987	Checked 1" = 80' 10 of 13

12 1/2

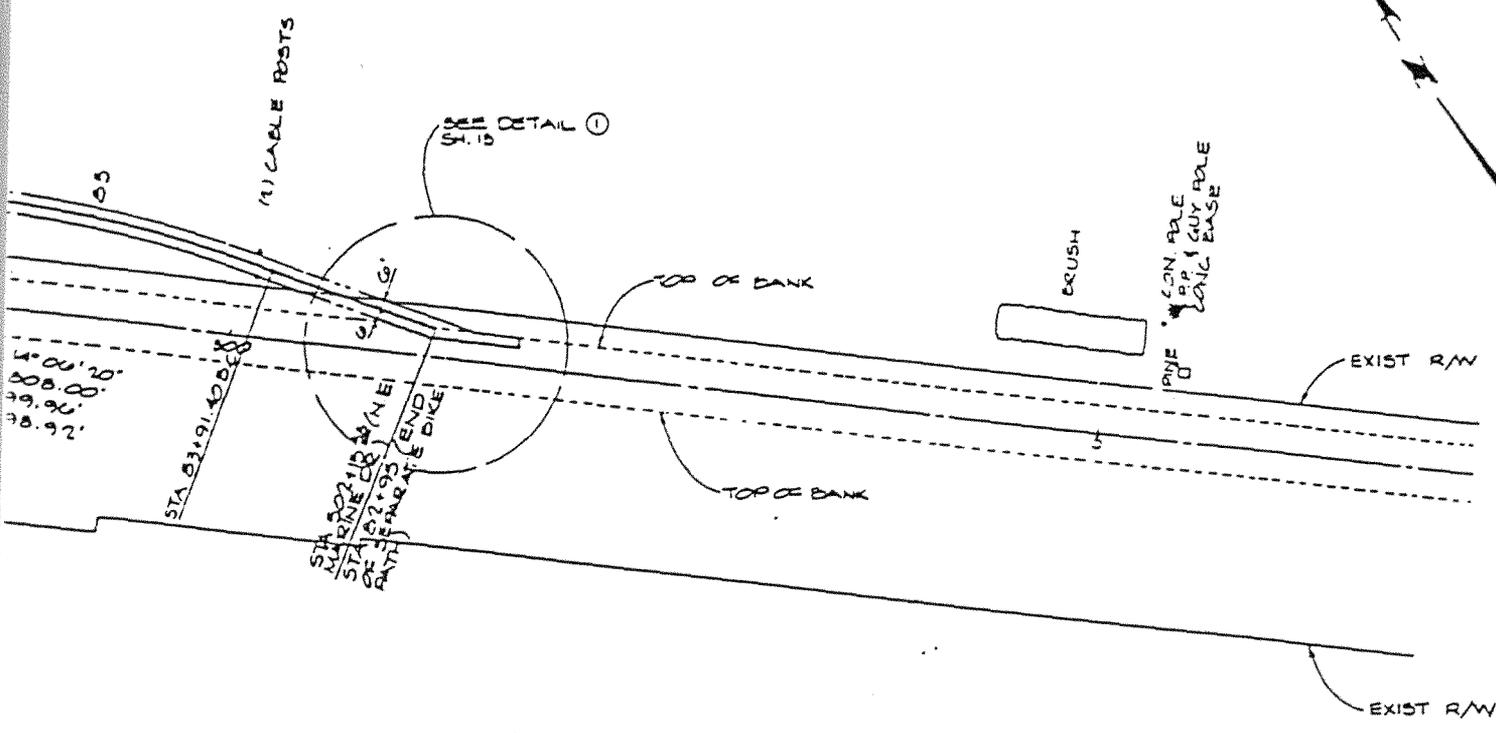
FINAL SURVEY	DATE	BY
INVENTED		
NOTED		
RECORDED		
INDEXED		



ORIGINAL SURVEY	DATE	BY
INVENTED		
NOTED		
RECORDED		
INDEXED		

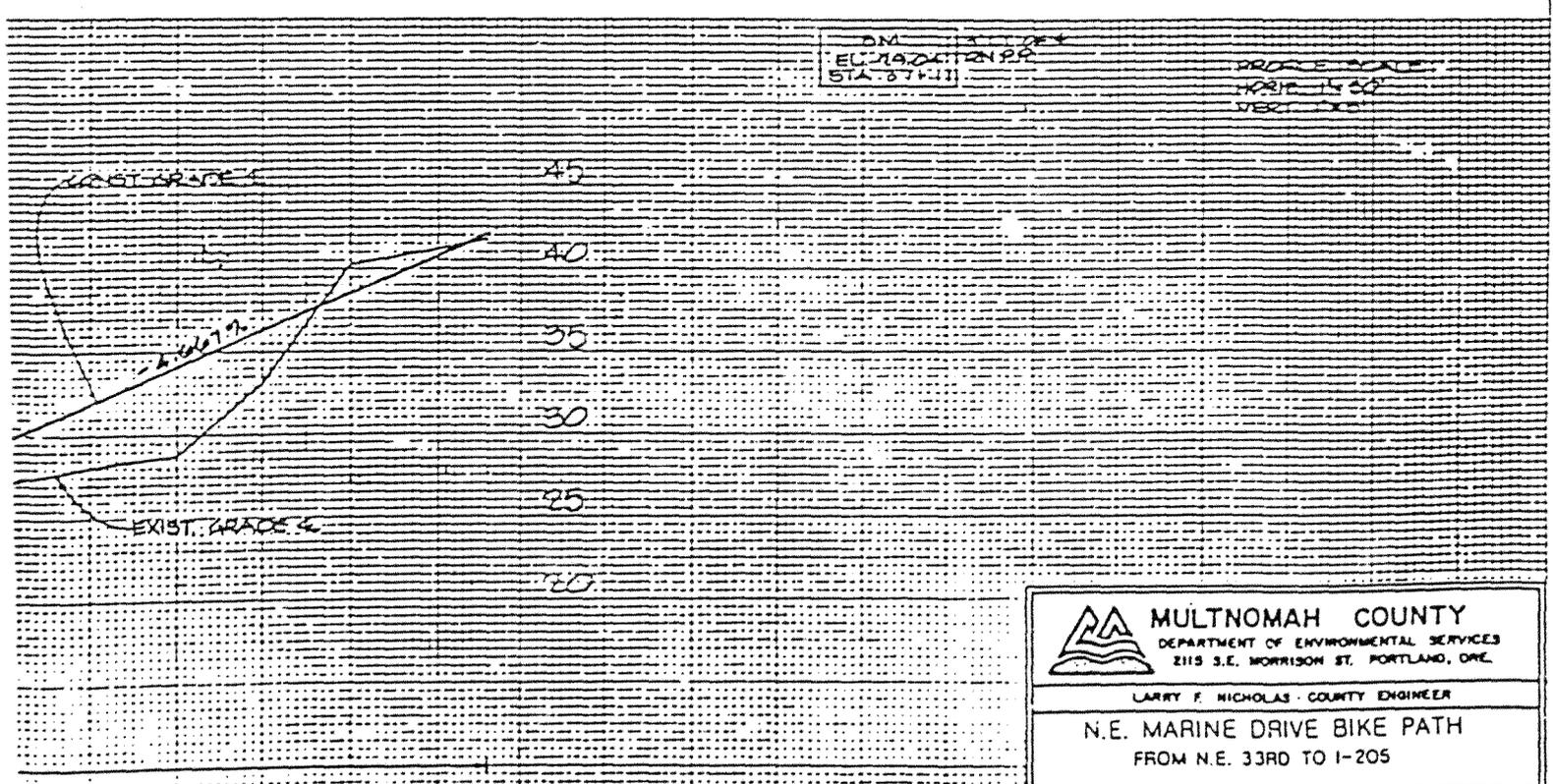


12 1/2



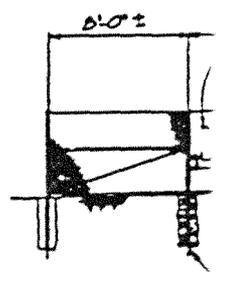
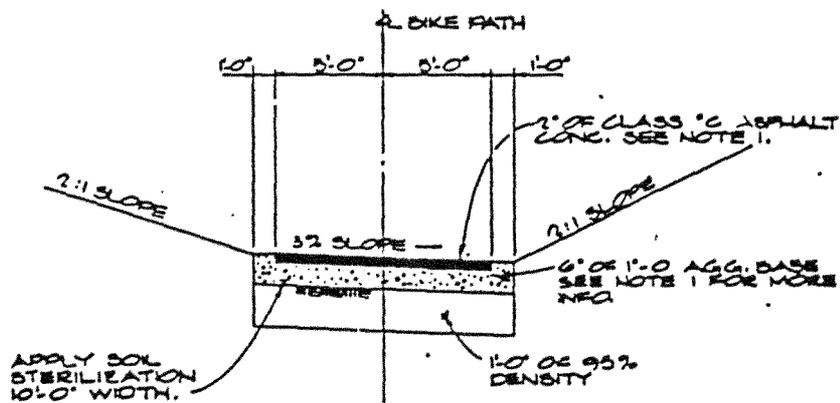
DM
ELEVATION ON PP
STA. 07+11

PROF. 15 00
N.E.C.



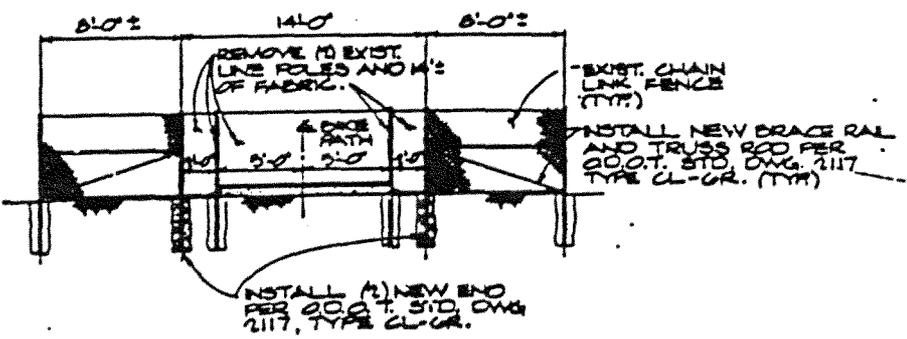
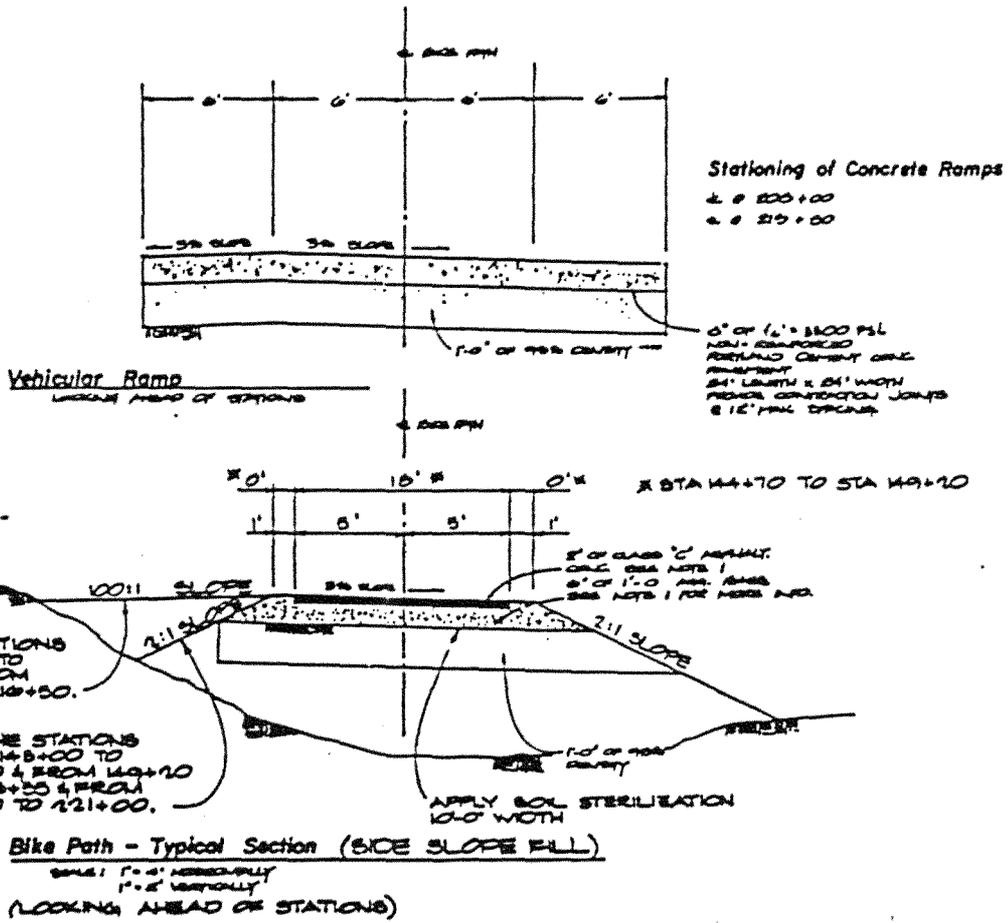
 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 2115 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Drawn CJS Checked	SHEET 11 of 13
Date MAY 4 1973 10:10 1" = 50'	

05- 04- 03- 02-



BIKE PATH-TYPICAL SECTION (SIDE SLOPE CUT)
SCALE: 1" = 4' HORIZONTALLY
1" = 2' VERTICAL
(LOOKING AHEAD OF STATIONS)

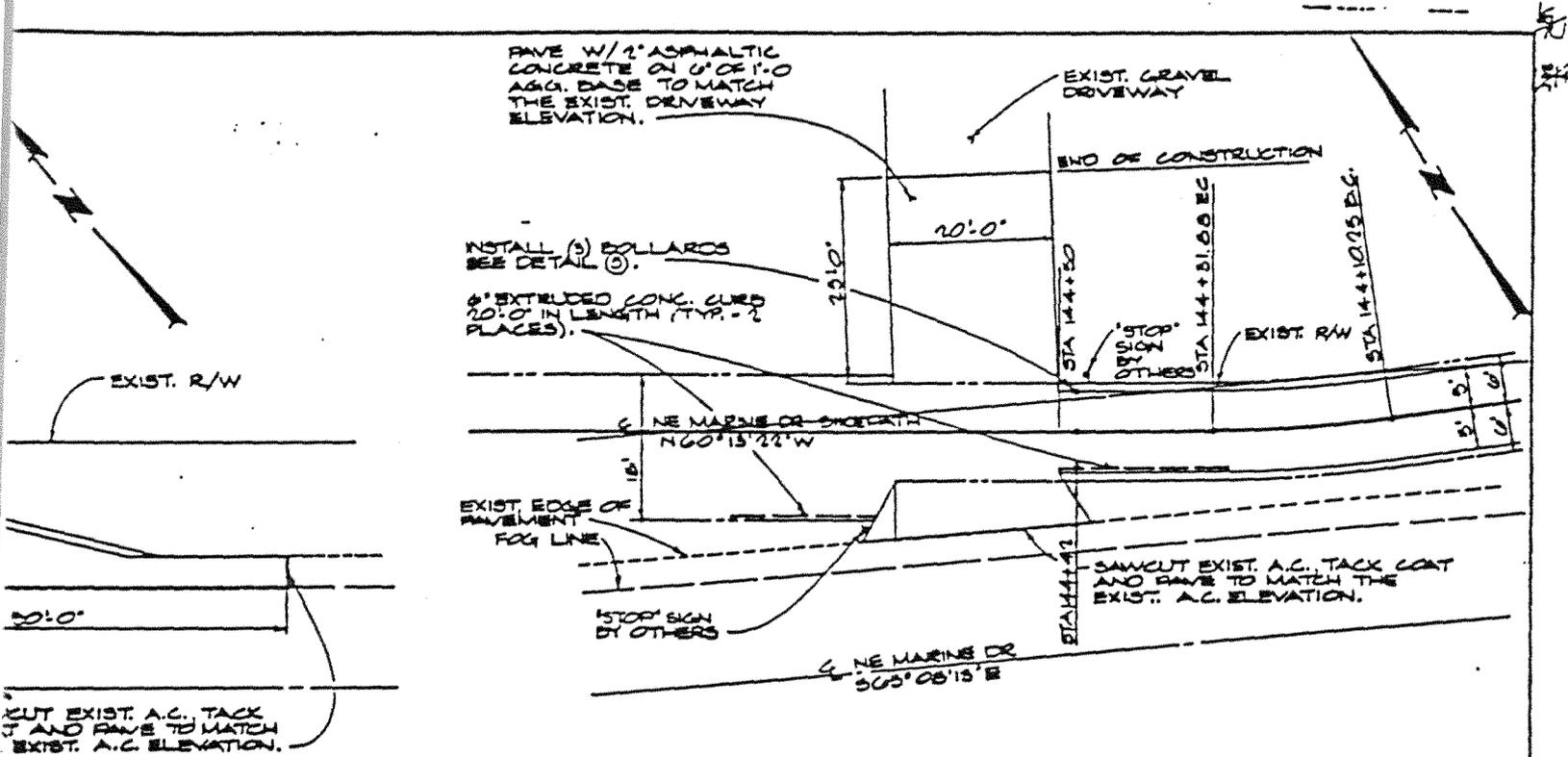
EXIST. CHAN



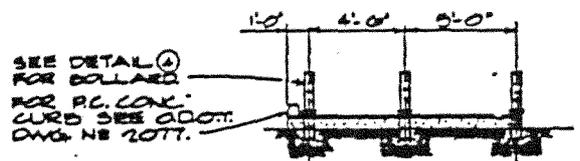
- NOTES:**
1. INCREASE THE STRUCTURAL DEPTH OF THE BIKE PATH TO 5" ASPHALT CONC. AND 17" AGGREGATE FOR THE FOLLOWING STATIONS TO ACCOMMODATE FUTURE DIKE MAINTENANCE TRUCK TRAFFIC:
 FROM STATION 81+45 TO 87+00 &
 FROM STATION 208+55 TO 218+50
 2. ALL CUT & FILL SLOPES TO RECEIVE ROADSIDE SEEDING & MULCHING.
 3. IN CUT SECTION WHERE SAND IS EVIDENT REPLACE WITH AVAILABLE TOP SOIL AS DIRECTED BY THE ENGINEER.

EXIST. CHAIN LINK FENCE MODIFICATION DETAIL
 SCALE: 1" = 5'

 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 218 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY R. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DRIVE BIKE PATH FROM N.E. 33RD TO I-205	
Designed TLY Drawn J.S. Checked Date MAY 16, 1987 Scale AS NOTED	SHEET 12 of 13

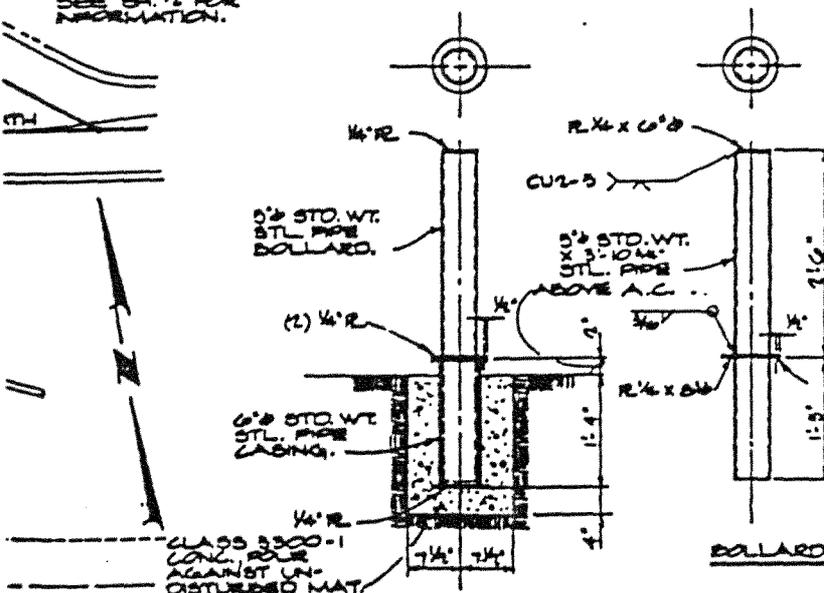


DETAIL (2)
1" = 10'-0"



DETAIL (5)
1/4" = 1'-0"

PARKING LOT ENTRANCE SEE SH. 7 FOR INFORMATION.



ASSEMBLY

NOTES:

1. SPACING BETWEEN BOLLARDS TO BE 5'-0". UNLESS SHOWN OTHERWISE.
2. ALL PIPES AND PLATES SHALL BE OF ASTM A50 STEEL.
3. ALL PIPES AND PLATES SHALL BE GALVANIZED PER ASTM A123.
4. WELDING SHALL COMPLY WITH AWS AND AISC STANDARDS (E70XX ELECTRODES).

TYP BOLLARD DETAIL (4)

 MULTNOMAH COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES 215 S.E. MORRISON ST. PORTLAND, ORE.	
LARRY F. NICHOLAS - COUNTY ENGINEER	
N.E. MARINE DR. BIKE PATH FROM N.E. 33RD TO I-205	
Designed YLY Drawn CJS Checked	Date MAY 4, 1987 Scale AS NOTED
SHEET	13 of 13

078678

STATE OF OREGON }
Multnomah County }

ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

1987 SEP -4 PM 4: 10
RECORDING SECTION
MULTNOMAH CO. OREGON

In Book

On Page

BOOK 2039 PAGE 2340

witness my hand and seal of office affixed.

Recorder of Conveyances

M Burns
Deputy

425/AZAR



Meeting Date JAN 10 1991

Agenda No. R-7

(Above space for Clerk's Office Use)

.....

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Conveyance of Amended Easement Correcting
SUBJECT: Previous Easement to AT&T for Fibreoptic Cable

BCC Informal _____
(Date)

BCC Formal _____
(Date)

DEPARTMENT Environmental Services

DIVISION Facilities Management

CONTACT Bob Oberst

TELEPHONE 248-3851

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Bob Oberst

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

An Easement was granted by Multnomah County to American Telephone and Telegraph Company on April 20, 1989 for construction of a fibreoptic cable crossing the westerly edge of the Parking Lot of the Boat Ramp at 4325 N.E. Marine Drive. The description contained in said Easement contained an error which will be corrected by the proposed Amended Easement, without any significant effect upon the Parking Lot property.

1/14/91 original. Easement & 1 copy of ORDER #. Easement to Bob Oberst

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *[Signature]* *[Signature]*

1990 DEC 26 AM 8:10
MULTNOMAH COUNTY
OREGON
BOARD OF COUNTY COMMISSIONERS

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance of an)
Amended Communication System Easement) O R D E R
on County Land at the Parking Lot of)
the Boat Ramp at 4325 N.E. Marine Drive) 91-2

It appearing that the American Telephone and Telegraph Company has constructed a fibreoptic cable upon the parking lot at the Boat Ramp pursuant to an Easement granted to it for such purpose on April 20, 1989 by Multnomah County; and

It appearing that the description of the property contained in said Easement was erroneous, resulting in a minor portion of the fibreoptic cable being outside the Easement; and

It being determined that the description of the property may be corrected by an amended Easement with little or no effect on the value or use of the Parking Lot and the Board being fully advised in the matter,

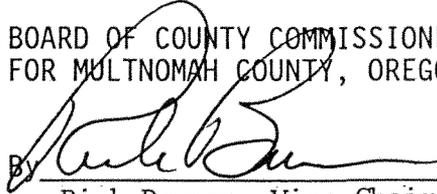
It is ORDERED that Multnomah County execute this Amended Communication System Easement before the Board this date and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

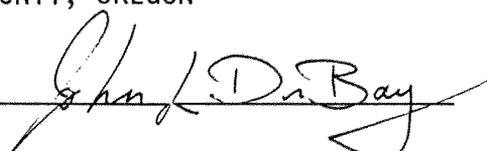
Dated this 10th day of January, 1991.

REVIEWED:

LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 
Rick Bauman, Vice-Chair

By 

When Recorded Return to:

AMERICAN TELEPHONE AND
TELEGRAPH COMPANY
c/o Right of Way Department
4430 Rosewood Drive, Suite 3688
Pleasanton, CA 94588

AMENDED
COMMUNICATIONS SYSTEM EASEMENT

Know all men by these presents, that Multnomah County, a political subdivision of the State of Oregon, in consideration of the sum of One dollar (\$1,00) and other good and valuable considerations, to it paid by American Telephone and Telegraph Company, a Corporation, does hereby grant unto said American Telephone and Telegraph Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents (herein collectively called "Grantees") a right-of-way and easement to construct, operate, maintain, replace and remove such communication systems as the Grantees may from time to time require, consisting of underground cables, light wave guides, wires, conduits, manholes, drains, splicing boxes and other facilities for similar uses, under and along the following described parcel:

A right-of-way 10 feet wide over and across that portion of the following described real property lying in the Gresham Millard Donation Land Claim situated in Section 1, Township 1, North, Range 1 East of Willamette Meridian, in the County of Multnomah, State of Oregon. The boundaries of said right-off-way lie 5 feet on each side of, and parallel with, the following described centerline:

- c) Grantee shall replace, and/or restore, as nearly as possible, to its original condition, any and all riprap disturbed during construction of easement.

The undersigned hereby covenant(s) not to do or permit anything to interfere with the rights herein granted to Grantees and without in any way limiting the generality of the foregoing, further covenant(s) not to erect or construct, or permit to be erected or constructed, any fence, building or any other structure or any kind within the limits of said easement; and not to grant other easements on, under, or over this easement without Grantees' prior written approval.

The Grantee shall have the rights of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted.

The Grantee agrees that the said cables shall be buried 42 inches or deeper and the manhole covers shall be flush with the existing asphalt in the parking lot, and to pay for and repair damage done, if any, to guard rails, fences and asphalt paving in the parking lot damaged in the course of the construction and maintenance activities associated with the aforesaid system. The undersigned shall have the right to use and enjoy the land occupied by the said right-of-way and easement excepting when such use shall interfere with the rights herein granted to the Grantees.

Beginning at the intersection of the centerline of N.E. Marine Drive (Road No. 1167), with the East line of the Sarah Wilson D.L.C.; thence South 73 degrees 57' East, 57.37 feet to a point; thence Easterly along a 1910.0 foot radius curve to the left 200.29 feet to a point; thence North 0 degrees 09' West, 30.49 feet to a point on the North right-of-way line of said N.E. Marine Drive; thence Easterly along said North right-of-way line of N.E. Marine Drive along a 1880.0 foot radius curve to the left from which point a radial line bears South 10 degrees 02'30" West, an arc distance of 4.93 feet to the TRUE POINT OF BEGINNING of said right-of-way; thence North 00 degrees 55'01" East, 223.08 feet to the center of a manhole cover at survey station 65+22.92; thence North 02 degree 38'52" West, 61.73 feet to survey station 64+61.19; thence North 00 degree 55'22" East, 21.19 feet, more or less to the ordinary high water mark of the Columbia River and the end point of the herein described right-of-way.

It is understood and agreed that no building shall be erected on or fill placed upon the above described parcel without prior written consent of the Grantee.

It is further understood that:

- a) Except in cases of emergency, no construction work will be done on weekends or holidays;
- b) Grantee will notify Grantor at least 5 days in advance of any work to be done at easement site;

The covenants, terms, conditions, and provisions herein shall extend to and be binding upon the administrators, personal representatives, successors, assigns, lessees, and agents of the parties hereto.

This easement corrects, supercedes and replaces that certain Grant of Communication Systems Easement between the parties dated April 20, 1989 and recorded in Book 2205, Page 1240, of the Official Records of Multnomah County.

IN WITNESS THEREOF, Multnomah County, a political subdivision of the State of Oregon, pursuant to the lawful authority given to the undersigned by its Board of Commissioners has caused these presents to be signed by its County Chair, this 10th day of January, A.D., 1991.

REVIEWED:

LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON

By John L. DuBay
John L. DuBay, Chief Deputy

MULTNOMAH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
OREGON

By Rick Bauman
Rick Bauman, Vice-Chair

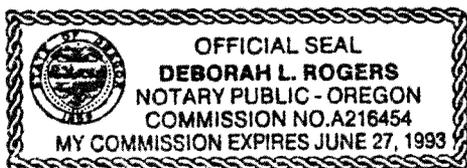
DEED APPROVED:

By R. Phoret

STATE OF OREGON)
) SS
County of Multnomah)

Personally appeared Rick Bauman, who being duly sworn did say that he is the Vice-Chair of the Multnomah County Board of Commissioners and that said instrument was signed on behalf of Multnomah County by authority of its Board of Commissioners; and he acknowledged said instrument to be his voluntary act and deed.

Before me this 10th day of January, 1991.



DEBORAH L. ROGERS
Notary Public for Oregon
My commission expires: 6/27/93

Meeting Date: JAN 10 1991

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Conveyance of small parcel of Edgefield land to City of Wood Village for Park purposes.

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

DEPARTMENT Environmental Services DIVISION Facilities Management

CONTACT Wayne George TELEPHONE 248-3322

PERSON(S) MAKING PRESENTATION Wayne George/Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

The City of Wood Village in the process of improving a City Park encroached in County Property at Edgefield. The land area is small, approx. 20' x 500', and includes a walking trail, trees and other plantings by Wood Village, benches and a drainage ditch. In order to preserve the improvements, Wood Village requests conveyance of the land by County to the City.

1/14/91 copy of order & deed & easement & original deed & easement to Bob Oberst;

Copy of order & deed & easement to Sheila Arthur/Wood Village - per request

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER *Wayne George*

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
DEC 28 AM 8:51

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Conveying a)
Small Parcel of Edgefield Land,)
Approximately 20' x 500', Along)
With a Drainage Easement to the)
City of Wood Village, Oregon)

O R D E R

91-3

It appearing that Multnomah County conveyed approximately five (5) acres of Edgefield land adjacent to Wood Village Park in 1987 to the City of Wood Village, Oregon, for a public park and recreational purposes only; and

It appearing that the City of Wood Village improved the area with an exercise trail, various trees and other plantings, benches, and a drainage ditch; and

It appearing that upon survey of Edgefield property lines by Multnomah County, it was discovered that Wood Village inadvertently installed the said improvements and drainage ditch on County property southerly of the South line of the five (5) acres deeded to the City in 1987; and

It appearing that the City of Wood Village has requested Multnomah County to convey the land containing the improvements (approximately 20' x 500'), along with the drainage ditch easement to the City for a public park and recreational purposes; and

It appearing that it is in the best interest of Multnomah County, Wood Village and its citizens of East County to grant the conveyance; and

It appearing that such conveyance will have no effect on the value or use of the balance of Edgefield land, and the Board being fully advised in the matter,

It is ORDERED that Multnomah County execute the Deed and Easement presented to and before the Board this date, and that the Chair be and she is hereby authorized and directed to execute said Deed and Easement for and on behalf of Multnomah County.

Dated this 12th day of January, 1991.



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

By John L. DuBay
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Rick Bauman
Rick Bauman, Vice-Chair

DEED AND EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a political subdivision of the State of Oregon, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey to the City of Wood Village, Oregon, the following described real property situated in the County of Multnomah and State of Oregon, to-wit:

A tract of land in the Southwest one-quarter of Section 26, Township 1 North, Range 3 East of Willamette Meridian, being a part of parcel "2" of partition plat 1990-24, recorded June 13, 1990, Multnomah County, Oregon, described as follows:

Beginning at the most westerly Northwest corner of said parcel "2" of partition plat 1990-24, said corner also being the Southwest corner of a tract of land conveyed by Multnomah County unto the City of Wood Village by deed recorded October 22, 1987, in Book 2052, Page 1935, and corrected by deed recorded July 25, 1989, in Book 2222, Page 542, Multnomah County Deed Records; thence, N 88 degrees 39' 17" E, along South line of said City of Wood Village tract, a distance of 549.13 feet to the Southeast corner thereof; thence, 5.00 degrees 20' 10" E, along the southerly extension of the most northerly West line of aforesaid Parcel 2 of partition plat 1990-24, a distance of 20 feet; thence, S 88 degrees 39' 17" W, a distance of 549.13 feet to the West line of said Parcel 2 of partition plat 1990-24; thence, N 00 degrees 20' 10" W, a distance of 20 feet to the point of beginning.

Together with an easement for drainage purposes across the following described tract:

A strip of land 10 feet wide, 5 feet on each side of the centerline, and terminating at Arata Creek, said centerline describes as:

Commencing at the Southeast corner of the above-described tract, herein conveyed unto the City of Wood Village; thence, S 88 degrees 39' 17" W, a distance of 5 feet to the point of beginning of the centerline herein to be described; thence, S 00 degrees 20' 10" E to Arata Creek.

So long as all of the above-described property is used for public park and recreational purposes only. When said property is no longer so used, the interest of the grantee, its heirs, successors or assignees shall automatically revert to the grantor herein.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$0.00.

DEED AND EASEMENT

Page 2

This instrument does not guarantee any particular use may be made of the property described in this instrument. A Buyer should check with the appropriate City or County planning department to verify approved uses.

IN WITNESS WHEREOF, Multnomah County has caused these presents to be executed by its Vice Chair this 10th day of January, 1991, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
John L. DuBay, Chief Deputy

MULTNOMAH COUNTY, OREGON

By Rick Bauman
Rick Bauman, Vice-Chair

DEED APPROVED:

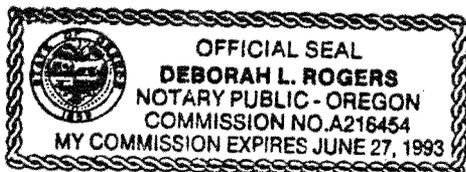
PAUL YARBOROUGH, Director
Department of Environmental Services

By Robert J. Oberst
Robert J. Oberst, Property Officer
Property Management Section

STATE OF OREGON)
) SS
County of Multnomah)

Personally appeared Rick Bauman, who being duly sworn did say that he is the Vice-Chair of the Multnomah County Board of Commissioners and that said instrument was signed on behalf of Multnomah County by authority of its Board of Commissioners; and he acknowledged said instrument to be his voluntary act and deed.

Before me this 10th day of January, 1991.



Deborah L. Rogers
Notary Public for Oregon
My commission expires: 6/27/93