

ANNOTATED MINUTES

Tuesday, December 9, 1997 - 9:30 AM
Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

LAND USE PLANNING MEETING

Vice-Chair Gary Hansen convened the meeting at 9:35 a.m., with Commissioners Sharron Kelley and Dan Saltzman present, and Chair Beverly Stein excused.

P-1 SEC 3-97 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE Concerning the Hearings Officer Decision Regarding Approval of a Significant Environmental Concern Permit in a Wildlife Habitat Area for a Single Family Dwelling on Property Located at 9430 NW KAISER ROAD, PORTLAND

VICE-CHAIR HANSEN EXPLAINED QUASI-JUDICIAL PROCESS. AT VICE-CHAIR HANSEN'S REQUEST FOR DISCLOSURE, NO EX PARTE CONTACTS WERE REPORTED. AT VICE-CHAIR HANSEN'S REQUEST FOR CHALLENGES AND/OR OBJECTIONS, NONE WERE OFFERED. PLANNER CHUCK BEASLEY PRESENTED CASE HISTORY AND RESPONDED TO BOARD QUESTIONS. HEARINGS OFFICER DENIECE WON PRESENTED CONDITIONS, FINDINGS OF FACT AND CRITERIA USED IN DETERMINATION TO APPROVE APPLICATION. APPLICANT'S ATTORNEY CHRISTE WHITE AND DAVID HERMAN TESTIFIED IN SUPPORT OF HEARINGS OFFICER DECISION. APPELLANTS ARNOLD ROCHLIN AND CHRIS FOSTER TESTIFIED IN OPPOSITION TO APPLICANT'S REQUEST AND IN SUPPORT OF REVERSAL OF THE HEARINGS OFFICER DECISION. ATTORNEY JEFF BACHRACH TESTIFIED ON BEHALF OF HIS CLIENT'S INTERESTS REGARDING THE POLICY IMPLICATIONS CONCERNING THE ISSUES IN THIS CASE. ARNOLD ROCHLIN OBJECTION TO

ALLOWING MR. BACHRACH TO TESTIFY IN THIS CASE. CHRISTE WHITE REBUTTAL TO APPELLANTS' TESTIMONY AND RESPONSE TO BOARD QUESTIONS. MR. FOSTER COMMENT IN RESPONSE TO MS. WHITE'S REBUTTAL. IN RESPONSE TO VICE-CHAIR HANSEN'S REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING, NONE WERE OFFERED. HEARING CLOSED. MR. BEASLEY RESPONSE TO BOARD QUESTIONS. FOLLOWING DISCUSSION, COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO AFFIRM THE HEARINGS OFFICER DECISION APPROVING, SUBJECT TO CONDITIONS, THE SEC PERMIT FOR THE PROPOSED DWELLING PLAN. AT THE REQUEST OF COMMISSIONER SALTZMAN, COMMISSIONER KELLEY ADVISED HER MOTION WAS TO APPROVE THE HEARINGS OFFICER DECISION AND THAT OF PLANNING STAFF REGARDING APPROVAL OF THE SEC PERMIT ONLY. AT COMMISSIONER SALTZMAN'S REQUEST THE BOARD DISCUSSED WHETHER COMMISSIONER KELLEY'S MOTION SHOULD INCLUDE THE RECOMMENDATION THAT THE COUNTY SHOULD MAKE A DETERMINATION THAT THE LAND IS CURRENTLY EMPLOYED FOR FARM USE PRIOR TO ISSUING A BUILDING PERMIT. COMMISSIONER KELLEY ADVISED SHE WANTS APPLICANTS TO GO BACK TO PLANNING AND WORK ON A FARM MANAGEMENT PLAN. VICE-CHAIR HANSEN ADVISED HE IS COMFORTABLE WITH COMMISSIONER KELLEY'S MOTION TO ADOPT THE HEARINGS OFFICER DECISION AND FINDINGS AND IS AND IS NOT PREPARED TO ADDRESS THE FARM MANAGEMENT PLAN ISSUE. COMMISSIONER SALTZMAN ADVISED HE SUPPORTS COMMISSIONER KELLEY'S MOTION BUT IS THINKING ABOUT ADDING A FINDING DETERMINING THAT THE LAND IS SUBSTANTIALLY EMPLOYED FOR FARM USE PRIOR TO ISSUANCE OF A BUILDING PERMIT. MS. CRAGHEAD ADVISED THAT WOULD BE

**CHANGING THE HEARINGS OFFICER
DECISION. VICE-CHAIR HANSEN AND CHRISTE
WHITE ADVISED THAT IT IS IN THE HEARINGS
OFFICER DECISION. THE BOARD
UNANIMOUSLY APPROVED COMMISSIONER
KELLEY'S ORIGINAL MOTION. VICE-CHAIR
HANSEN ADVISED ALL PARTIES WILL RECEIVE A
COPY OF THE BOARD'S WRITTEN DECISION,
WHICH MAY BE APPEALED TO LUBA.**

*The land use meeting was adjourned at 10:50 a.m. and the briefing was
convened at 10:51 a.m.*

Tuesday, December 9, 1997 - 10:30 AM
Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

BOARD BRIEFINGS

- B-1 Uses of Key Results in Multnomah County. Review of Departmental
Key Results and Performance Reports. Presented by Jim Carlson.
- B-2 Linking Benchmarks, Programs and Key Results. Update on Planning
for Three Long Term Benchmarks. Presented by Carol Ford.

Vice-Chair Hansen excused himself at 10:55 a.m.

**JIM CARLSON AND CAROL FORD PRESENTATION
AND RESPONSE TO BOARD QUESTIONS AND
DISCUSSION.**

There being no further business, the briefing was adjourned at 11:29 a.m.

Thursday, December 11, 1997 - 9:30 AM
Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:34 a.m., with Commissioners Sharron Kelley and Dan Saltzman present, and Vice-Chair Gary Hansen excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER SALTZMAN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-19)
WAS UNANIMOUSLY APPROVED.***

SHERIFF'S OFFICE

- C-1 Dispenser Class A Liquor License Application for LOIS THOMPSON HOUSING PROJECT FOR CHALLENGED CITIZENS, (Non-Profit Incorporated) d.b.a. THE VIEWPOINT INN: RESTAURANT, 40301 E LARCH MOUNTAIN ROAD, CORBETT
- C-2 Retail Malt Beverage Liquor License Renewal for SPRINGDALE TAVERN, 32302 EAST CROWN POINT HWY, CORBETT
- C-3 Retail Malt Beverage Liquor License Renewal for WILDWOOD GOLF COURSE, 21881 NW ST HELENS ROAD, PORTLAND

DISTRICT ATTORNEY'S OFFICE

- C-4 Amendment 1 to Intergovernmental Agreement 500438 with the City of Portland Police Bureau Funding the CARES Northwest Program to Assist with CARES Evaluations and Investigations on CAMI Cases
- C-5 Amendment 2 to Intergovernmental Agreement 500566 with the Oregon State Police Funding Overtime Costs for Evening and Weekend Child Abuse Investigations on CAMI Cases
- C-6 Intergovernmental Agreement 500858 with the State of Oregon Services to Children and Families to Fund a Social Services Specialist for Child Abuse Investigations on CAMI Cases to be Located in the Gresham Police Office
- C-7 Intergovernmental Agreement 500868 with the State of Oregon Services to Children and Families to Fund a Social Services Worker for

CAMI Child Abuse Investigations Involving Reports of Domestic Violence Received at the Child Abuse Hotline

- C-8 Intergovernmental Agreement 500878 with the Gresham Police Department to Fund Overtime Costs for Evening and Weekend Child Abuse Investigations on CAMI Cases
- C-9 Amendment 3 to Intergovernmental Agreement 700035 with the City of Portland Police Bureau to Fund Overtime Costs for Evening and Weekend Child Abuse Investigations on CAMI Cases
- C-10 Amendment 3 to Intergovernmental Agreement 700055 with the CARES Northwest Program Funding Regional Child Abuse Assessments as Provided through the CAMI Grant

DEPARTMENT OF HEALTH

- C-11 Intergovernmental Revenue Agreement 200988 with the University of Maryland Baltimore County Funding the CLEARCorps Volunteer Component of the Home Lead Hazard Reduction Program, a Joint Project of the Health Department and the City of Portland Water Bureau
- C-12 Amendment 1 to Intergovernmental Agreement 201457 with Oregon Health Sciences University to Provide Additional Funding for the Partnership Project, a Program of Case Management Services for Low-Income Persons Living with HIV/AIDS
- C-13 Budget Modification HD 11 Approving Personnel Adjustments in FTEs in Various Work Units within the Health Department Budget Funded within the Current Budget

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-14 Intergovernmental Agreement 102778 with the City of Fairview Funding the Emergency Communication System, Walnut Lane Culvert, 5th Street Storm Drain, and Halsey Channel Bypass Public Works Projects via Federal Community Development Block Grant Funds
- C-15 Intergovernmental Revenue Agreement 102858 with the City of Portland Energy Office for Implementation of the 1997-98 Block by

Block Weatherization Program Providing Services to Low Income
Households

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-16 ORDER Authorizing Execution of Deed D981532 for Repurchase of
Tax Foreclosed Property to Former Owner Paul L. Knoder

ORDER 97-209.

- C-17 ORDER Authorizing Execution of Deed D981533 for Repurchase of
Tax Foreclosed Property to Former Owner City of Portland

ORDER 97-210.

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-18 Budget Modification DCJ 5 Adding \$13,800 Washington County
Revenue to the Save Our Youth Program to Fund Three Program
Cycles for Washington County Youth

- C-19 Budget Modification DCJ 7 Adding \$50,000 Federal Weed and Seed
Grant Revenue to Fund the Conflict Resolution Program

REGULAR AGENDA

NON-DEPARTMENTAL

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

- UC-1 RESOLUTION Declaring a Vacancy in County Commissioner Position
No. 3, Calling an Election for March 10, 1998, and Setting the Candidate
Filing Deadline for January 8, 1998

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF UC-1. CHAIR STEIN EXPLANATION.
RESOLUTION 97-211 UNANIMOUSLY APPROVED.***

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Intergovernmental Agreement 300558 with the City of Gresham for Financing, Developing and Constructing Traffic Impact Fee Improvement Projects

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-2. ED ABRAHAMSON
EXPLANATION AND RESPONSE TO BOARD
QUESTIONS. AGREEMENT UNANIMOUSLY
APPROVED.***

SHERIFF'S OFFICE

- R-3 East County Major Crimes Investigation Team Briefing. Presented by Sergeant James McNelly.

***COUNTY SERGEANT JAMES MCNELLEY AND
GRESHAM DETECTIVE BOB PRESENTATION AND
RESPONSE TO BOARD QUESTIONS AND
DISCUSSION.***

There being no further business, the regular meeting was adjourned at 9:54 a.m. and the briefing convened at 9:56 a.m.

Thursday, December 11, 1997 - 10:00 AM
Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-3 Parent Child Development Services System Report. Presented by Mary Li and Peggy Samolinski.

**MARY LI AND PEGGY SAMOLINSKI
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION.**

There being no further business, the meeting was adjourned at 10:20 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

DEBORAH BOGSTAD, BOARD CLERK
OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204-1914
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

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

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA

FOR THE WEEK OF

DECEMBER 8, 1997 - DECEMBER 12, 1997

Tuesday, December 9, 1997 - 9:30 AM - Land Use Planning Page 2

Tuesday, December 9, 1997 - 10:30 AM - Board Briefings Page 2

Thursday, December 11, 1997 - 9:30 AM - Regular Meeting Page 3

Thursday, December 11, 1997 - 10:00 AM - Board Briefing Page 6

Thursday meetings of the Multnomah County Board of Commissioners are *cable-cast* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, December 9, 1997 - 9:30 AM
Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

LAND USE PLANNING MEETING

- P-1 **SEC 3-97** DE NOVO HEARING, TESTIMONY LIMITED TO
20 MINUTES PER SIDE Concerning the Hearings Officer Decision
Regarding Approval of a Significant Environmental Concern Permit
in a Wildlife Habitat Area for a Single Family Dwelling on Property
Located at 9430 NW KAISER ROAD, PORTLAND
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Departmental Key Results and Performance Reports. Presented by
Jim Carlson. 30 MINUTES REQUESTED.
- B-2 Linking Benchmarks, Programs and Key Results. Update on
Planning for Three Long Term Benchmarks. Presented by Carol
Ford. 30 MINUTES REQUESTED.

Thursday, December 11, 1997 - 9:30 AM
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REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

- C-1 Dispenser Class A Liquor License Application for LOIS THOMPSON HOUSING PROJECT FOR CHALLENGED CITIZENS, (Non-Profit Incorporated) d.b.a. THE VIEWPOINT INN: RESTAURANT, 40301 E LARCH MOUNTAIN ROAD, CORBETT
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DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-18 Budget Modification DCJ 5 Adding \$13,800 Washington County Revenue to the Save Our Youth Program to Fund Three Program Cycles for Washington County Youth
- C-19 Budget Modification DCJ 7 Adding \$50,000 Federal Weed and Seed Grant Revenue to Fund the Conflict Resolution Program

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PUBLIC COMMENT

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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Intergovernmental Agreement 300558 with the City of Gresham for Financing, Developing and Constructing Traffic Impact Fee Improvement Projects

SHERIFF'S OFFICE

- R-3 East County Major Crimes Investigation Team Briefing. Presented by Sergeant James McNelly. 30 MINUTES REQUESTED.

Thursday, December 11, 1997 - 10:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

B-3 Parent Child Development Services System Report. Presented by
Mary Li and Peggy Samolinski. 30 MINUTES REQUESTED.



MULTNOMAH COUNTY OREGON

DEBORAH BOGSTAD, BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
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BOARD OF COUNTY COMMISSIONERS

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TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

SUPPLEMENTAL AGENDA

Thursday, December 11, 1997 - 9:30 AM
Portland Building, Second Floor Hearing Room
1120 SW Fifth Avenue, Portland

REGULAR MEETING

NON-DEPARTMENTAL

UC-1 RESOLUTION Declaring a Vacancy in County Commissioner Position
No. 3, Calling an Election for March 10, 1998, and Setting the
Candidate Filing Deadline for January 8, 1998

GARY HANSEN
Multnomah County Commissioner
District 2



1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

Memorandum

Date: 12/03/97
To: Chair Beverly Stein
Commissioner Tanya Collier
Commissioner Sharron Kelley
Commissioner Dan Saltzman
Office of the Board Clerk, Deborah Bogstad ✓
CC: Commissioner Gary Hansen
From: Juana Arredondo
RE: Board Meeting Absences

97 DEC -3 PM 3:51
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

Commissioner Hansen will be leaving to Baltimore after the Board Meeting on December 9th, 1997. He will not be able to attend the Board Meeting on December 11th 13th, 1997. He is also taking his vacation time off on the week of January 4th - 10th, 1998, which will make him unable to attend Tuesday January 6th, 1998 and Thursday January 8th, 1998 Board Meetings

MEETING DATE: DEC 11 1997

AGENDA #: C-1

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: OLCC License Application

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Sheriff's Office DIVISION: _____

CONTACT: Rick Barnett TELEPHONE: 251-2441
BLDG/ROOM #: 313/120

PERSON(S) MAKING PRESENTATION: Sergeant Jim Dusevoir

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

This is an OLCC Dispenser Class A Application for:

Lois Thompson Housing Project
for Challenged Citizens (non-profit incorporated)
dba The Viewpoint Inn; Restaurant
40301 E Larch Mountain Road
Corbett, Oregon 97019

The backgrounds have been checked on applicants: Geoff Thompson; Stephen Perkins; Jan Gable; Douglas Posten and Shirley Sanders and no criminal history can be found on the above, with the exception of: Jan Gable: Felony conviction on 072390 for Dangerous Drugs-Distribution Steroids - Sentence - 36 months probation

12/10/97 originals to Rick Barnett

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

James Dusevoir

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions: Call the Board Clerk at 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC - 2 PM 5:28
MULTI NOMAH COUNTY
OREGON

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

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

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

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

OTHER: _____

Application rec'd 10-29-97, \$77.60 paid,
receipt #0130, no 90-day temp issued.

(THIS SPACE IS FOR CITY OR COUNTY USE)

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

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF MULTNOMAH COUNTY COMMISSIONERS
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED X DENIED _____DATE DECEMBER 11, 1997

BY _____

(Signature)

TITLE BEVERLY STEIN, COUNTY CHAIR

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

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

1) Lois Thompson Housing Project Fuchalt & Sitron (non-profit incorporated)

3) _____ 4) _____

5) _____ 6) _____

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

2. Present Trade Name _____

3. New Trade Name THE VIEWPOINT INN; RESTAURANT

Year filed _____
with Corporation Commissioner

4. Premises address 90301 E LARCH MT. ROAD, COVETH, OR 97019 MULTNOMAH CO, OR
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address SAME AS ABOVE
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

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

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

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

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

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

11. OLCC representative making investigation may contact: GEORGE THOMPSON / STEPHEN PERKINS
(Name)

90301 E LARCH MT. ROAD, COVETH, OR 97019 503 253-3949 695-3256
(Address) (Tel. No. — home, business, message)

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

DATE 10/6/97

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

2) _____

3) _____

4) _____

5) _____

6) _____

MEETING DATE: DEC 11 1997

AGENDA #: C-2

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: OLCC License Renewal

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Sheriff's Office DIVISION: _____

CONTACT: Rick Barnett TELEPHONE: 251-2441

BLDG/ROOM #: 313/120

PERSON(S) MAKING PRESENTATION: Sergeant Jim Dusevoir

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

This is an OLCC Retail Malt Beverage License Renewal Application for:

Springdale Tavern
32302 East Crown Point Hwy.
Corbett, Oregon 97019

The backgrounds have been checked on applicants: Wayne H. Lewis

and no criminal history can be found on the above.

12/18/97 ORIGINALS to Rick Barnett
SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: James CDusevoir

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions: Call the Board Clerk at 248-3277

97 DEC -2 PM 5:29
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

Oregon Liquor Control Commission
PO Box 22297, Milwaukie, OR 97269 1-800-452-6522
License Renewal Application

IMPORTANT: Failure to fully disclose any information requested, or providing false or misleading information on this form is grounds to refuse to renew the license. Your license expires December 31, 1997

License Type: Retail Malt Beverage	District: 1	County/City: 2600	RO#: R00283A	421/201
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LEWIS WAYNE H
32302 EAST CROWN PT HWY
CORBETT OR 97019

Licensee(s) **LEWIS WAYNE H**

Server Education Designee(s)

Tradename **SPRINGDALE TAVERN**
32302 EAST CROWN PT HWY
CORBETT OR 97019

Instructions:

1. Answer all questions completely on the renewal application.
2. Have each partner or an authorized corporate officer sign the renewal application.
3. Have the local governing body endorse the renewal application.
4. Return completed renewal application along with the appropriate license fee due before December 11, 1997 to avoid late fees.

**

Operational Questions:	Responses:										
(1) Is there a change in your Server Education Designee? If yes, please list their name and Social Security Number.	Name _____ SS# _____										
(2) Please list a daytime phone number.	Phone Number: <u>503-695-2676</u>										
(3) Please list all arrests or convictions for any crime, violation, or infraction of any law during the last year even if they are <u>not liquor</u> related for anyone who holds a financial interest in the licensed business. Attach additional sheet of paper to back of form if needed.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Name</th> <th>Offense</th> <th>Date</th> <th>City/State</th> <th>Result</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="height: 40px;">/</td> </tr> </tbody> </table>	Name	Offense	Date	City/State	Result	/				
Name	Offense	Date	City/State	Result							
/											
(4) Will anyone share in the profits who is not a licensee? If yes, please give name(s) and explain.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN:										
(5) Were there any changes of ownership (ie: add/drop partners, change to corporations, etc.) not reported to the OLCC in the last year?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN:										
(6) Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN:										

Endorsement - Please take this form to your local governing body that is listed below before you return it to the OLCC.	
The County of <u>MULTNOMAH</u> recommends that this license be <u>GRANTED</u> <input checked="" type="checkbox"/> <u>REFUSED</u> <input type="checkbox"/> on (date) <u>12/11/97</u>	
Signed: <u>Beverly Stein</u>	Title of Signer <u>BEVERLY STEIN, MULTNOMAH COUNTY CHAIR</u>

License Fees and Late Fee Schedule & Amounts - Do not mail cash.	Dollar Amount (\$)
License Fee for Retail Malt Beverage	200.00
Server Education student fee	2.60
TOTAL FEE TO PAY >>>>PLEASE PAY THIS AMOUNT<<<<	202.60
Late Fees	
IF Renewal Application Is Received After December 11, 1997 but before January 01, 1998	Add 50.00 To Total Due
IF Renewal Application Is Received On or After January 01, 1998.	Add 80.00 To Total Due

Print Name	Signature	Date	Social Security #	Date of Birth
WAYNE H. LEWIS	<u>Wayne H. Lewis</u>	<u>12/25/97</u>	<u>540-36-1674</u>	<u>9/15/36</u>

MEETING DATE: DEC 11 1997

AGENDA #: C-3

ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: OLCC License Renewal

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Sheriff's Office DIVISION: _____

CONTACT: Rick Barnett TELEPHONE: 251-2441

BLDG/ROOM #: 313/120

PERSON(S) MAKING PRESENTATION: Sergeant Jim Dusevoir

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

This is an OLCC Retail Malt Beverage License Renewal Application for:

Wildwood Golf Course
21881 NW St. Helens Road
Portland, Oregon 97231

The backgrounds have been checked on applicants: Bill O'Meara and Kay O'Meara

and no criminal history can be found on the above.

12/18/97 originals to Rick Barnett
SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

James Dusevoir

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
97 DEC -2 PM 5:28

Any questions: Call the Board Clerk at 248-3277

Oregon Liquor Control Commission
PO Box 22297, Milwaukie, OR 97269 1-800-452-6522
License Renewal Application

IMPORTANT: Failure to fully disclose any information requested, or providing false or misleading information on this form is grounds to refuse to renew the license. Your license expires December 31, 1997

License Type: Retail Malt Beverage	District: 1	County/City: 2600	RO#: R20457A	421/201
---	--------------------	--------------------------	---------------------	---------

O'MEARA BILL
21881 NW ST HELENS RD
PORTLAND OR 97231

Licensee(s) *[Signature]* **O'MEARA BILL**
O'MEARA KAY

Server Education Designee(s)

Tradename **WILD WOOD GOLF COURSE**
21881 NW ST HELENS RD
PORTLAND OR 97231

Instructions:

1. Answer all questions completely on the renewal application.
2. Have each partner or an authorized corporate officer sign the renewal application.
3. Have the local governing body endorse the renewal application.
4. Return completed renewal application along with the appropriate license fee due before December 11, 1997 to avoid late fees.

**

Operational Questions:	Responses:																				
(1) Is there a change in your Server Education Designee? If yes, please list their name and Social Security Number.	Name _____ SS# _____																				
(2) Please list a daytime phone number.	Phone Number: _____																				
(3) Please list all <u>arrests or convictions</u> for any crime, violation, or infraction of any law during the last year even if they are <u>not liquor</u> related for anyone who holds a financial interest in the licensed business. Attach additional sheet of paper to back of form if needed.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Name</th> <th>Offense</th> <th>Date</th> <th>City/State</th> <th>Result</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name	Offense	Date	City/State	Result															
Name	Offense	Date	City/State	Result																	
(4) Will anyone share in the profits who is not a licensee? If yes, please give name(s) and explain.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN: _____																				
(5) Were there any changes of ownership (ie: add/drop partners, change to corporations, etc.) not reported to the OLCC in the last year?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN: _____																				
(6) Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES & EXPLAIN: _____																				

Endorsement - Please take this form to your local governing body that is listed below before you return it to the OLCC.

The County of MULTNOMAH recommends that this license be GRANTED ☒ REFUSED _____ on (date) 12/11/97

Signed: *[Signature]* Title of Signer BEVERLY STEIN, MULTNOMAH COUNTY CHAIR

License Fees and Late Fee Schedule & Amounts - Do not mail cash.	Dollar Amount (\$)
License Fee for Retail Malt Beverage	200.00
Server Education student fee	2.60
TOTAL FEE TO PAY >>>>PLEASE PAY THIS AMOUNT<<<<	202.60
Late Fees	
IF Renewal Application Is Received After December 11, 1997 but before January 01, 1998	Add 50.00 To Total Due
IF Renewal Application Is Received On or After January 01, 1998.	Add 80.00 To Total Due

Print Name	Signature	Date	Social Security #	Date of Birth
Kay O'meara	<i>[Signature]</i>	11/19/97	542-86-5554	7-26-61
Bill O'meara	<i>[Signature]</i>	11/19/97	542-84-1135	9-6-60

MEETING DATE: DEC 11 1997
AGENDA NO: C-4
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding one officer for the CARES Northwest Program to assist with CARES evaluations and investigations on CAMI cases.

BOARD BRIEFING : DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: 12/11/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding one officer for the CARES Northwest Program to assist with CARES evaluations and investigations on CAMI cases.

12/11/97 originals to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Th SS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC - 3 PM 1:30
MULTNOMAH COUNTY
OREGON



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: November 28, 1997

RE: Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding one officer for the CARES Northwest Program to assist with CARES evaluations and investigations on CAMI cases.

1. **Recommendation/Action Requested:**
Approval
2. **Background/Analysis:**
The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office for the police officer position at CARES.
3. **Financial Impact:**
This grant appropriates \$56,577 within the pass through line item.
4. **Legal Issues:**
ORS 190 provides for intergovernmental agreements.
5. **Controversial Issues:**
N/A
6. **Link to Current County Policies:**
Multnomah County's Benchmark to Reduce Child Abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.
7. **Citizen Participation:**
N/A
8. **Other Government Participation:**
Services to Children and Families, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau, are participating in the CAMI Program.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 500438

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # 1

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>12/11/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
---	--	---

Department: District Attorney Division: Family Justice Date: _____

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding one officer for the CARES Northwest Program to assist with CARES evaluations and investigations on CAMI cases.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ ESB ☐ JQRF ☐ JNA ☐ JNone

Original Contract No. 500438 (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Portland Police Bureau</u></p> <p>Mailing Address: <u>1111 SW 2nd Avenue, 12th Fl</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>823-0032</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>1/1/98</u></p> <p>Termination Date: <u>6/30/98 12/31/98</u></p> <p>Original Contract Amount: \$ <u>32,801</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>56,577</u></p> <p>Total Amount of Agreement: \$ <u>89,378</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>14,144.25 quarterly</u> <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 12/1/97

Purchasing Manager: _____ Date: _____

County Counsel: [Signature] Date: 12/3/97

County Chair/Sheriff: _____ Date: December 11, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	56,577	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance.

**Multnomah County/City of Portland
Intergovernmental Agreement
January 1, 1998 - June 30, 1998 for Portland Police Bureau Officer**

THIS Intergovernmental Agreement is between Multnomah County, acting by the through its District Attorney Office (MCDA) and the Portland Police Bureau (PPB).

THE PARTIES AGREE:

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office in accordance with the grant application and award documents.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements.

1. DESCRIPTION OF SERVICES. CONTRACTOR will provide the following services:

- A. PPB agrees to provide a police officer for the CARES Northwest Program. CARES is a participating member of the Multnomah County Multi-Disciplinary Child Abuse Team. The police officer coordinates CARES NW intakes, to help determine the appropriateness of an evaluation. The officer provides relevant background information on the child and family to assist in completing the CARES assessment, and will ensure all reports and relevant information are available prior to the assessment.
- B. PPB shall have administrative authority for the establishment of standards and performance of the police officer assigned to the CARES Northwest Program.
- C. In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB officer assigned to the CARES Northwest Program, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives.

2. COMPENSATION.

PPB shall submit invoices in the amount of \$14,144.25 on a quarterly basis as follows. The total amount of this contract is \$56,577.00.

January 1, 1998 - March 31, 1998	By 4/17/98
April 1, 1998 - June 30, 1998	By 7/17/98
July 1, 1998 - September 30, 1998	By 10/16/98
October 1, 1998 - December 31, 1998	By 1/15/99

3. TERM.

This agreement shall extend from January 1, 1998 through and including December 31, 1998.

4. MODIFICATION.

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

5. INTEGRATION

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

6. CONTRACT DOCUMENTS. This Intergovernmental Agreement consists of this intergovernmental agreement document and the attached Conditions of Contract.

7. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

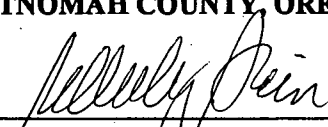
Notices to the City:

Charles A. Moose, Police Chief
Portland Police Bureau

Notices to the County:

Michael D. Schrunk, District Attorney
Multnomah County District Attorney's Office

MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, County Chair

Date: December 11, 1997

By 
Tom Simpson, Management Assistant
District Attorney Office

Date: 12-1-97

PORTLAND POLICE BUREAU

By _____
Charles A. Moose, Police Chief

Date: _____

By _____
City Auditor

Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Deputy County Counsel

Date: 12/3/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF CONTRACT (INTERGOVERNMENTAL AGREEMENT)

The attached intergovernmental agreement for services between Multnomah County, County herein, and the City of Portland Police Bureau, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. **Independent Contractor Status** - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service.
2. **Subcontracts and Assignment** - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. **Access to Records** - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. **Ownership of Work Product** - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. **Workers' Compensation Insurance** -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
6. **Indemnification** -
 - A. If Contractor is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contractor is covered under such policy, Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Contractor's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.
 - B. As to any other claim of liability, other than above described, Contractor shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions for personal injury, including death, or property damage resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement.
 - C. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, and notwithstanding any other provision in this agreement, each party agrees to hold harmless, defend and indemnify the other, including their officers, agents and employees, against all claims, demands, actions or suits, including attorney fees and costs, brought against them and arising out of performance of this agreement.
7. **Early Termination** -
 - A. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. **Adherence to Law** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. **Non-Discrimination** - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO: C-5
ESTIMATED START TIME: 9:30 Am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's Office and the Oregon State Police to continue funding overtime costs for evening and weekend child abuse investigations on CAMI cases.

BOARD BRIEFING : DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: 12/11/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and the Oregon State Police to continue funding overtime costs for evening and weekend child abuse investigations on CAMI cases.

12/11/97 originals to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Thompson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC -3 PM 1:31



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: November 28, 1997

RE: Intergovernmental Agreement between the District Attorney's Office and the Oregon State Police to continue funding overtime costs for evening and weekend child abuse investigations on CAMI cases.

1. **Recommendation/Action Requested:**
Approval
2. **Background/Analysis:**
The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office for the overtime costs for evening and weekend child abuse investigations.
3. **Financial Impact:**
This grant appropriates \$3,000 within the pass through line item.
4. **Legal Issues:**
ORS 190 provides for intergovernmental agreements.
5. **Controversial Issues:**
N/A
6. **Link to Current County Policies:**
Multnomah County's Benchmark to Reduce Child Abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.
7. **Citizen Participation:**
N/A
8. **Other Government Participation:**
Services to Children and Families, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau, are participating in the CAMI Program.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 500566

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # 2

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-5 DATE 12/11/97</p> <p>DEB BOGSTAD</p> <p>BOARD CLERK</p>
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Department: District Attorney Division: Family Justice Date:

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: This is a renewal of the 1997 Intergovernmental Agreement between the District Attorney's Office and the Oregon State Police to fund overtime costs for evening and weekend child abuse investigations on CAMI cases.

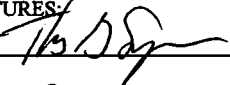
RFP/BID #: Date of RFP/BID: Exemption Expiration Date:

ORS/AR # (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ None

Original Contract No. 500566 (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: Oregon State Police</p> <p>Mailing Address: P. O. Box 66009</p> <p>Portland, OR 97290</p> <p>Phone: 731-3027</p> <p>Employer ID# or SS#: </p> <p>Effective Date: 1/1/98</p> <p>Termination Date: 12/31/98</p> <p>Original Contract Amount: \$ 4,000</p> <p>Total Amt of Previous Amendments: \$ 4,000</p> <p>Amount of Amendment: \$ 3,000</p> <p>Total Amount of Agreement: \$ 11,000</p>	<p>Remittance Address (if different):</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ quarterly as billed <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No.:</p> <p><input type="checkbox"/> Requirements Not to Exceed \$</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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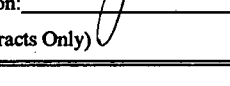
REQUIRED SIGNATURES:

Department Manager:  Date: 12-2-97

Purchasing Manager:  Date:

County Counsel:  Date: 12/3/97

County Chair/Sheriff:  Date: December 11, 1997

Contract Administration:  Date:

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	\$3,000	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**Multnomah County/Oregon State Police
Intergovernmental Agreement
January 1, 1998 - December 31, 1998 for the 1998 CAMI Grant**

THIS intergovernmental agreement is between Multnomah County, acting by and through its District Attorney Office (MCDA) and the Oregon State Police (OSP).

THE PARTIES AGREE:

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office as outlined in ORS 418.746 and 418.747.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements.

1. DESCRIPTION OF SERVICES. OSP will provide the following services:

- A. OSP agrees to provide officers specially trained in conducting child abuse investigations during evening hours and on weekends to respond to child abuse referrals.
- B. OSP shall have administrative authority for the establishment of standards and performance of the detectives assigned to child abuse investigations.

2. COMPENSATION.

OSP shall submit invoices up to a maximum of \$3,000 for evening and weekend overtime worked by officers conducting child abuse investigations on a quarterly basis as follows:

January 1, 1998 - March 31, 1998	By 4/22/98
April 1, 1998 - June 30, 1998	Estimate by 7/1/98
	By 7/22/98
July 1, 1998 - September 30, 1998	By 10/21/98
October 1, 1998 - December 31, 1998	Estimate by 12/31/98
	Final by 1/20/99

3. TERM.

This agreement shall extend from January 1, 1998 through and including December 31, 1998.

4. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Constitution and statutes, OSP and the County shall each be solely responsible for any loss or injury caused to third parties arising from OSP's or the County's own acts or omissions under the agreement. OSP and the County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigations, or liability arising from OSP's or the County's own acts or omissions under this agreement.

5. TERMINATION

- A. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.
- B. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of OSP or MCD which accrues prior to such termination.

6. **MODIFICATION**

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

7. **INTEGRATION**

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

8. **NOTICES**

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to OSP: Sgt. Malcolm T. Lewis
Oregon State Police

Notices to the County: Michael D. Schrunk, District Attorney
Multnomah County District Attorney Office

9. **CONTRACT DOCUMENTS.** This Contract consists of this contract document and the attached Conditions of Contract.

MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, County Chair

Date: December 11, 1997

By 
Tom Simpson, Management Assistant
District Attorney Office

Date: 12-1-97


OREGON STATE POLICE

By _____
Dan Bisgaard, OSP Contracts Manager

Date: _____

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Deputy County Counsel

Date: 12/3/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF CONTRACT (INTERGOVERNMENTAL AGREEMENT)

The attached intergovernmental agreement for services between Multnomah County (MCDA), County herein, and the Oregon State Police (OSP), Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. **Independent Contractor Status** - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service.
2. **Subcontracts and Assignment** - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. **Access to Records** - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. **Ownership of Work Product** - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. **Workers' Compensation Insurance** -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
8. **Adherence to Law** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. **Non-Discrimination** - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO: C-6
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families to fund a Social Services Specialist for child abuse investigations on CAMI cases who will be located at the Gresham Police Office.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: 12/18/97

AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families to fund a Social Services Specialist for child abuse investigations on CAMI cases who will be located at the Gresham Police Office.

12/19/97 originals to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
97 DEC -3 PM 1:31



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: December 1, 1997

RE: Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families to fund a Social Services Specialist for child abuse investigations on CAMI cases who will be located at the Gresham Police Office.

1. **Recommendation/Action Requested:**
Approval
2. **Background/Analysis:**
The CAMI Grant and Services to Children and Families provide funding to the Multnomah County District Attorney's Office for a Social Services specialist employed by SCF and located at the Gresham Police Office. The Social Services Specialist prioritizes and assesses the East Multnomah County child abuse referrals. The specialist serves as a liaison to the east county schools, police, SCF, and the Child Abuse Hotline.
3. **Financial Impact:**
This grant appropriates \$66,450.80 within the pass through line item.
4. **Legal Issues:**
ORS 190 provides for intergovernmental agreements.
5. **Controversial Issues:**
N/A
6. **Link to Current County Policies:**
Multnomah County's Benchmark to reduce child abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.
7. **Citizen Participation:**
N/A
8. **Other Government Participation:**
Services to Children and Families, Gresham Police Department.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 500858

-Approved Contract Boilerplate: Attached: Not Attached

Amendment #

<p>CLASS I</p> <p>[] Professional Services under \$25,000</p> <p>[] Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p>[] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[] Revenue</p>	<p>CLASS III</p> <p>[X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-6</u> DATE <u>12/11/97</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
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Department: District Attorney Division: Family Justice Date: _____

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101//600

administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: Intergovernmental Agreement between the District Attorney and Services for Children and Families to fund a Social Services Specialist for child abuse investigations on CAMI cases who will be located at the Gresham Police Office.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is [] MBE [] WBE [] ESB [] JQRF [] N/A [] None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>SCF/CAMI Contracts</u></p> <p>Mailing Address: <u>500 Summer St. N.E.</u> <u>Salem, OR 97310-5657</u></p> <p>Phone: <u>(503)-945-5657</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>1/1/98</u></p> <p>Termination Date <u>12/31/98</u></p> <p>Original Contract Amount: <u>\$66,450.80</u></p> <p>Total Amount of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>\$66,450.80</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule/Terms</p> <p>[] Lump Sum \$ _____ [] Due on Receipt</p> <p>[] Monthly \$ _____ [] Net 30</p> <p>[X] Other \$ <u>\$16,112.70</u> quarterly [] Other</p> <p>[] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p>[] Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes [] No []</p>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 12-2-97

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 12/3/97

County Chair/Sheriff: [Signature] Date: December 11, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	\$66,450.80	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**MULTNOMAH COUNTY/SERVICES TO CHILDREN AND FAMILIES
INTERGOVERNMENTAL AGREEMENT**

THIS Intergovernmental Agreement is between Multnomah County, acting by the through its District Attorney Office, hereafter called MCDA, and State of Oregon Services to Children and Families, the CONTRACTOR hereafter called SCF.

THE PARTIES AGREE:

The State of Oregon Services to Children and Families and the CAMI Grant (from the Child Abuse Multidisciplinary Intervention Account) provide funding to Multnomah County District Attorney's Office.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the SCF agree to the following:

1. DESCRIPTION OF SERVICES. CONTRACTOR will provide the following services:

- A. SCF agrees to fund a project aimed at improving assessment and intervention services for East Multnomah County child abuse referrals. The project will refine current protocols so that children receive intervention services in a timely and appropriate manner consistent with the CAMI program goals.
- B. The project will be staffed by a full time Social Services Specialist who will be located at the Gresham Police Office. The Social Services Specialist will prioritize and assess child abuse referrals. The Social Services Specialist will also serve as a liaison to the east county schools, police, SCF, and the Child Abuse Hotline and ensure a swift response to sensitive cases.
- C. The position is hired and supervised by SCF.
- D. SCF shall have administrative authority for the establishment of standards and performance of the social services specialist assigned to child abuse investigations.
- E. In the event of a dispute between the parties as to extent and the nature of the duties and function of the social services worker assigned to child abuse investigations at the School Police Office, the resolution shall be made by the Administrative Manager of SCF and the District Attorney or their delegated representatives.
- F. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.2675, et. seq. The scope and limits of any and all liability for injury or damages to property or any third party shall be imposed in accordance with this law.

2. COMPENSATION.

SCF shall bill the County \$16,112.70 per quarter on the dates outlined below. The total amount of this intergovernmental agreement is \$65,450.80. This includes \$52,932.00 for a Social Services Specialist, \$2,280.00 for the lease of a state vehicle, \$520.00 for cellular phone and projected cost of calls, \$53.80 for pager rates, \$7,000 for training development and joint training opportunities, and \$3,675.00 for a laptop computer, modem, and accessories.

January 1, 1998 - March 31, 1998	By 4/20/98
April 1, 1998 - June 30, 1998	By 7/20/98
July 1, 1998 - September 30, 1998	By 10/20/98
October 1, 1998 - December 31, 1998	Final by 1/20/99

3. TERM. The CONTRACTOR's services will begin January 1, 1998 and terminate when completed by December 31, 1998.

4. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties

5. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes prior written and oral agreements.

6. INTERGOVERNMENTAL AGREEMENT DOCUMENTS. This Intergovernmental Agreement consists of this intergovernmental agreement document and the attached Conditions of Intergovernmental Agreement.

7. NOTICES

All notices pursuant to the terms of his agreement shall be addressed as follows:

Notices to SCF:

Jan Slick, SCF
500 Summer Street, NE 2nd Floor
Salem, OR 97310-1017

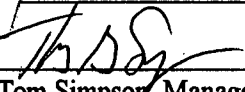
Notices to the County::

Michael D. Shrunk, District Attorney
Multnomah County District Attorney's Office

MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, County Chair

Date: December 11, 1997

By 
Tom Simpson, Management Assistant

Date: 12-2-97

SERVICES TO CHILDREN AND FAMILIES
STATE OF OREGON

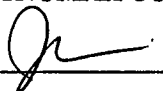
By _____
SCF Contracts Administrator

Date: _____

Contractor's ID NO _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Assistant County Counsel

Date: 12/3/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached intergovernmental agreement for services between Multnomah County, County herein, and Services to Children and Families, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. Independent Contractor Status - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service
2. Subcontracts and Assignment - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. Access to Records - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. Workers Compensation Insurance -
 - A. Contractor shall maintain workers compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
6. Indemnification -
 - A. If Contractor is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contractor is covered under such policy, Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Contractor's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.
 - B. As to any other claim of liability, other than above described, Contractor shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions for personal injury, including death, or property damage resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement.
7. Early Termination -
 - A. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. Adherence to Law - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. Non-Discrimination - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO: C-7
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families to fund a Social Services Specialist for CAMI child abuse investigations involving reports of Domestic Violence received at the Child Abuse Hotline.

BOARD BRIEFING: _____ DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: _____ DATE REQUESTED: 12/18/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families to fund a Social Services Specialist for CAMI child abuse investigations involving reports of Domestic Violence received at the Child Abuse Hotline.

12/19/97 ORIGINALS to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC -3 PM 1:31
MULTNOMAH COUNTY
OREGON



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162 • FAX (503) 248-3643

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: December 1, 1997

RE: Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families to fund a Social Services Specialist for CAMI child abuse investigations involving reports of Domestic Violence received at the Child Abuse Hotline.

1. **Recommendation/Action Requested:**
Approval
2. **Background/Analysis:**
The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to the Multnomah County District Attorney's Office for a Social Services Specialist, employed by SCF to screen and assess reports of Domestic Violence received at the Child Abuse Hotline. The Social Services Specialist also acts as a consultant, trainer and community liaison for those families affected by domestic violence. This service will improve direct Domestic Violence intervention services by involving the Domestic Violence Reduction Unit, the county and state probation departments, SCF and other community resources.
3. **Financial Impact:**
This grant appropriates \$65,000 within the pass through line item.
4. **Legal Issues:**
ORS 190 provides for intergovernmental agreements.
5. **Controversial Issues:**
6. **Link to Current County Policies:**
Multnomah County's benchmark to reduce child abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.
7. **Citizen Participation:**
N/A
8. **Other Government Participation:**
Services to Children and Families

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 500868

-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached ☐

Amendment #

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # C-7 DATE 12/11/97</p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: District Attorney Division: Family Justice Date: _____

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: Intergovernmental Agreement between the District Attorney and Services for Children and Families to fund a Social Services Worker for CAMI child abuse investigations involving reports of domestic violence received at the Child Abuse Hotline.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>SCF/CAMI Contracts</u></p> <p>Mailing Address: <u>500 Summer St. N.E.</u> <u>Salem, OR 97310-5657</u></p> <p>Phone: <u>(503)-945-5657</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>1/1/98</u></p> <p>Termination Date: <u>12/31/98</u></p> <p>Original Contract Amount: <u>\$65,000</u></p> <p>Amount of Previous Amendments: \$ _____</p> <p>Total of Amendment: _____</p> <p>Total Amount of Agreement: \$ <u>\$65,000</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>\$16,250 quarterly</u> <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 12-2-97

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 12/3/97

County Chair/Sheriff: [Signature] Date: December 11, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	\$65,000	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**MULTNOMAH COUNTY/SERVICES TO CHILDREN AND FAMILIES
INTERGOVERNMENTAL AGREEMENT**

THIS Intergovernmental Agreement is between Multnomah County, acting by and through its District Attorney Office, hereafter called MDCA, and State of Oregon Services to Children and Families, the CONTRACTOR hereafter called SCF.

THE PARTIES AGREE:

The CAMI Grant from the Child Abuse Multidisciplinary Intervention Account provides funding to the Multnomah County District Attorney's Office.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements. Therefore, the MCDA and the SCF agree to the following:

1. DESCRIPTION OF SERVICES. CONTRACTOR will provide the following services:

- A. SCF agrees to fund a project aimed at expanding the MDT investigative task force by involving the Domestic Violence Reduction Unit, the county and state departments of probation, SCF and other community resources. This service will develop safety plans which allow children to remain in temporary care of their caretaker and will also assist in identifying extended family resources when caretakers are not able to ensure safety of the children. The service will also improve direct Domestic Violence victim intervention services through more extensive screening and risk assessment for determining appropriate SCF intervention and referral to community resources.
- B. The project is staffed by a full-time Social Services Specialist who works as a Domestic Violence Risk Assessment Consultant. The specialist is responsible for screening and assessing reports of Domestic Violence received at the Child Abuse Hotline. The specialist acts as a consultant, trainer and community liaison for those families affected by domestic violence.
- C. The position is hired and supervised by SCF.
- D. SCF shall have administrative authority for the establishment of standards and performance of the Social Services Worker.
- E. In the event of a dispute between the parties as to extent and the nature of the duties and function of the Social Services Worker, the resolution shall be made by the Administrative Manager of SCF and the District Attorney or their delegated representatives.
- F. Both parties are subject to the Oregon State Tort Claims Act, ORS 30.2675, et. seq. The scope and limits of any and all liability for injury or damages to property or any third party shall be imposed in accordance with this law.

2. COMPENSATION.

SCF shall bill the County \$16,250 per quarter for personnel costs on the dates outlined below. The total amount of this contract is \$65,000.

January 1, 1998 - March 31, 1998	By 4/20/98
April 1, 1998 - June 30, 1998	By 7/20/98
July 1, 1998 - September 30, 1998	By 10/20/98
October 1, 1998 - December 31, 1998	Final by 1/20/99

3. TERM. The CONTRACTOR's services will begin January 1, 1998 and terminate when completed by December 31, 1998.

4. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

5. **INTEGRATION**

This agreement contains the entire agreement between the parties and supersedes prior written and oral agreements.

6. **INTERGOVERNMENTAL AGREEMENT DOCUMENTS.** This Intergovernmental Agreement consists of this Intergovernmental Agreement document and the attached Conditions of Intergovernmental Agreement.

7. **NOTICES**

All notices pursuant to the terms of his agreement shall be addressed as follows:

Notices to SCF:

Jan Slick, SCF
500 Summer Street, NE 2nd Floor
Salem, OR 97310-1017

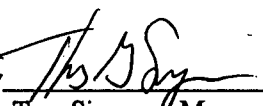
Notices to the County::

Michael D. Shrunk, District Attorney
Multnomah County District Attorney's Office

MULTNOMAH COUNTY, OREGON
Department Manager

By 
Beverly Stein, County Chair

Date: December 11, 1997

By 
Tom Simpson, Management Assistant

Date: 12-2-97

SERVICES TO CHILDREN AND FAMILIES
STATE OF OREGON

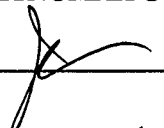
By _____
CF Contracts Administrator

Date: _____

Contractor's ID NO. _____

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Assistant County Counsel

Date: 12/3/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached Intergovernmental Agreement between Multnomah County, County herein, and Services to Children and Families, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. **Independent Contractor Status** - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service
2. **Subcontracts and Assignment** - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. **Access to Records** - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. **Ownership of Work Product** - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. **Workers Compensation Insurance** -
 - A. Contractor shall maintain workers compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
6. **Indemnification** -
 - A. If Contractor is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contractor is covered under such policy, Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Contractor's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.
 - B. As to any other claim of liability, other than above described, Contractor shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions for personal injury, including death, or property damage resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement.
7. **Early Termination** -
 - A. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. **Adherence to Law** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. **Non-Discrimination** - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO: C-8
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's Office and the Gresham Police Department to fund overtime costs for evening and weekend child abuse investigations on CAMI cases.

BOARD BRIEFING : DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: 12/18/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and the Gresham Police Department to fund overtime costs for evening and weekend child abuse investigations on CAMI cases.

12/19/97 ORIGINALS to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Thy Bay

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC -3 PM 1:31
MULTNOMAH COUNTY
OREGON



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: December 1, 1997

RE: Intergovernmental Agreement between the District Attorney's Office and the Gresham Police Department to fund overtime costs for evening and weekend child abuse investigations on CAMI cases.

1. **Recommendation/Action Requested:**
Approval
2. **Background/Analysis:**
The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office for the overtime costs for evening and weekend child abuse investigations.
3. **Financial Impact:**
This grant appropriates \$3,000 within the pass through line item.
4. **Legal Issues:**
ORS 190 provides for intergovernmental agreements.
5. **Controversial Issues:**
N/A
6. **Link to Current County Policies:**
Multnomah County's Benchmark to Reduce Child Abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.
7. **Citizen Participation:**
N/A
8. **Other Government Participation:**
Services to Children and Families, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau, are participating in the CAMI Program.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 500878

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached ☐

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input checked="" type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-8 DATE 12/11/97 DEB BOGSTAD BOARD CLERK
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Department: District Attorney Division: Family Justice Date: _____

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: This is a new Intergovernmental Agreement between the District Attorney's Office and the Gresham Police Department to fund overtime costs for evening and weekend child abuse investigations on CAMI cases.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ ESB ☐ JQRF ☐ JVA ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Gresham Police Department</u> Mailing Address: <u>1333 NW Eastman Parkway</u> <u>Gresham, OR 97030</u> Phone: _____ Employer ID# or SS#: _____ Effective Date: <u>1/1/98</u> Termination Date: <u>12/31/98</u> Original Contract Amount: \$ <u>3,000</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>3,000</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule/Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>quarterly as billed</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 12-2-97

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 12/3/97

County Chair/Sheriff: _____ Date: December 11, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	\$3,000	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**Multnomah County/Oregon State Police
Intergovernmental Agreement
January 1, 1998 - December 31, 1998 for the 1998 CAMI Grant**

THIS intergovernmental agreement is between Multnomah County, acting by and through its District Attorney Office (MCDA) and the Gresham Police Department (GPD).

THE PARTIES AGREE:

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office as outlined in ORS 418.746 and 418.747.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements.

1. DESCRIPTION OF SERVICES. GPD will provide the following services:

- A. GPD agrees to provide officers specially trained in conducting child abuse investigations during evening hours and on weekends to respond to child abuse referrals.
- B. GPD shall have administrative authority for the establishment of standards and performance of the detectives assigned to child abuse investigations.

2. COMPENSATION.

GPD shall submit invoices up to a maximum of \$3,000 for evening and weekend overtime worked by officers conducting child abuse investigations on a quarterly basis as follows:

January 1, 1998 - March 31, 1998	By 4/22/98
April 1, 1998 - June 30, 1998	Estimate by 7/1/98
	By 7/22/98
July 1, 1998 - September 30, 1998	By 10/21/98
October 1, 1998 - December 31, 1998	Estimate by 12/31/98
	Final by 1/20/99

3. TERM.

This agreement shall extend from January 1, 1998 through and including December 31, 1998.

4. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Constitution and statutes, GPD and the County shall each be solely responsible for any loss or injury caused to third parties arising from GPD's or the County's own acts or omissions under the agreement. GPD and the County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigations, or liability arising from GPD's or the County's own acts or omissions under this agreement.

5. TERMINATION

- A. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.
- B. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of OSP or MCDA which accrues prior to such termination.

6. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

7. INTEGRATION

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

8. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to GPD: Bernie Giusto, Chief of Police
Gresham Police Department

Notices to the County: Michael D. Schrunk, District Attorney
Multnomah County District Attorney Office

9. CONTRACT DOCUMENTS. This Contract consists of this contract document and the attached Conditions of Contract.

MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, County Chair

Date: December 11, 1997

By 
Tom Simpson, Management Assistant
District Attorney Office

Date: 12-2-97

GRESHAM POLICE DEPARTMENT

By _____
Gresham Police Department

Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Deputy County Counsel

Date: 12/3/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 12/11/97
DEB. BOGSTAD
BOARD CLERK

CONDITIONS OF CONTRACT (INTERGOVERNMENTAL AGREEMENT)

The attached intergovernmental agreement for services between Multnomah County District Attorney Office, County herein, and the Gresham Police Department, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. **Independent Contractor Status** - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service.
2. **Subcontracts and Assignment** - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. **Access to Records** - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. **Ownership of Work Product** - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. **Workers' Compensation Insurance** -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
8. **Adherence to Law** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. **Non-Discrimination** - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO: C-9
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding overtime costs for evening and weekend child abuse investigations on CAMI cases.

BOARD BRIEFING : DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: 12/10/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding overtime costs for evening and weekend child abuse investigations on CAMI cases.

12/19/97 ORIGINALS to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
CLATSOP COUNTY COMMISSIONERS
97 DEC - 3 PM 1:31
CLATSOP COUNTY
OREGON



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: November 28, 1997

RE: Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to continue funding overtime costs for evening and weekend child abuse investigations on CAMI cases.

1. **Recommendation/Action Requested:**
Approval
2. **Background/Analysis:**
The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office for the overtime costs for evening and weekend child abuse investigations.
3. **Financial Impact:**
This grant appropriates \$16,000 within the pass through line item.
4. **Legal Issues:**
ORS 190 provides for intergovernmental agreements.
5. **Controversial Issues:**
N/A
6. **Link to Current County Policies:**
Multnomah County's Benchmark to Reduce Child Abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.
7. **Citizen Participation:**
N/A
8. **Other Government Participation:**
Services to Children and Families, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau, are participating in the CAMI Program.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ ☐ Contract # 700035
 Prior-Approved Contract Boilerplate: Attached: ☐ Not Attached ☐ Amendment # 3

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input checked="" type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input type="checkbox"/> Intergovernmental Agreement over \$25,000 <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>12/11/97</u> <u>DEB. ROGSTAD</u> BOARD CLERK </div>
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Department: District Attorney Division: Family Justice Date: _____
 Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600
 Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600
 Description of Contract: This is a renewal of the 1997 Intergovernmental Agreement between the District Attorney's Office and the Portland Police Bureau to fund overtime costs for evening and weekend child abuse investigations on CAMI cases.
 RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ ESB ☐ JQRF ☐ JNA ☐ JNone
 Original Contract No. 700035 (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Portland Police Bureau</u> Mailing Address: <u>1111 SW 2nd Avenue, 12th floor</u> <u>Portland, OR 97204</u> Phone: <u>823-0032</u> Employer ID# or SS#: _____ Effective Date: <u>1/1/98</u> Termination Date: <u>12/31/98</u> Original Contract Amount: \$ <u>20,000</u> Total Amt of Previous Amendments: \$ <u>40,000</u> Amount of Amendment: \$ <u>16,000</u> Total Amount of Agreement: \$ <u>76,000</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule/Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>monthly as billed</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 12-2-97
 Purchasing Manager: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: [Signature] Date: 12/3/97
 County Chair/Sheriff: _____ Date: December 11, 1997
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	\$16,000	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**Multnomah County/Portland Police Bureau
Intergovernmental Agreement
January 1, 1998 - December 31, 1998 for the 1998 CAMI Grant**

THIS intergovernmental agreement is between Multnomah County, acting by and through its District Attorney Office (MCDA) and the Portland Police Bureau (PPB).

THE PARTIES AGREE:

The CAMI Grant provides funding from the Child Abuse Multidisciplinary Intervention Account to Multnomah County District Attorney's Office in accordance with the grant application and award documents.

Chapter 190 of the Oregon Revised Statutes provides for intergovernmental agreements.

1. DESCRIPTION OF SERVICES. PPB will provide the following services:

- A. PPB agrees to provide detectives specially trained in conducting child abuse investigations during evening hours and on weekends to respond to child abuse referrals.
- B. PPB shall have administrative authority for the establishment of standards and performance of the detectives assigned to child abuse investigations.
- C. In the event of a dispute between the parties as to the extent and the nature of the duties and function of the PPB detectives assigned to child abuse investigations, the resolution shall be made by the Chief of Police and the District Attorney or their delegated representatives

2. COMPENSATION.

PPB shall submit invoices for overtime incurred each month. The total amount of this intergovernmental agreement is \$16,000. Invoices for overtime shall be submitted by the 15th of the month following when the overtime was worked.

3. TERM.

This agreement shall extend from January 1, 1998 through and including December 31, 1998.

4. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Constitution and statutes, PPB and the County shall each be solely responsible for any loss or injury caused to third parties arising from PPB's or the County's own acts or omissions under the agreement. PPB and the County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigations, or liability arising from PPB's or the County's own acts or omissions under this agreement.

5. TERMINATION

- A. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one of the parties.
- B. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of PPB or MCDA which accrues prior to such termination.

6. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by the parties.

7. INTEGRATION

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

8. NOTICES

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notices to PPB: Charles A. Moose, Chief of Police
Portland Police Bureau

Notices to the County: Michael D. Schrunk, District Attorney
Multnomah County District Attorney Office

9. CONTRACT DOCUMENTS. This Contract consists of this contract document and the attached Conditions of Contract.

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, County Chair

Date: December 11, 1997

By Tom Simpson
Tom Simpson, Management Assistant
District Attorney Office

Date: 12-1-97

PORTLAND POLICE BUREAU

By _____
Charles A. Moose, Chief of Police

Date: _____

By _____
City Auditor

Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Thomas Sponsler
Deputy County Counsel

Date: 12/3/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF CONTRACT (INTERGOVERNMENTAL AGREEMENT)

The attached intergovernmental agreement for services between Multnomah County (MCDA), County herein, and the Portland Police Bureau (PPB), Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. **Independent Contractor Status** - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service.
2. **Subcontracts and Assignment** - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. **Access to Records** - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. **Ownership of Work Product** - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. **Workers' Compensation Insurance** -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
8. **Adherence to Law** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. **Non-Discrimination** - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO: C-10
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract between the District Attorney's Office and the CARES Northwest Program to continue funding the Multnomah County CARES Northwest Program for regional child abuse assessments as provided through the CAMI grant.

BOARD BRIEFING : DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: 12/11/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Contract between the District Attorney's Office and the CARES Northwest Program to continue funding the Multnomah County CARES Northwest Program for regional child abuse assessments as provided through the CAMI grant.

12/14/97 originals to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC -3 PM 1:31
MULTNOMAH COUNTY
OREGON



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: November 28, 1997

RE: Contract between the District Attorney's Office and the CARES Northwest Program to continue funding the Multnomah County CARES Northwest Program for regional child abuse assessments as provided through the CAMI grant.

1. Recommendation/Action Requested:

Approval

2. Background/Analysis:

The CAMI Program is comprised of a multi-disciplinary child abuse intervention team with participants from Services to Children and Families, Multnomah County District Attorney's Office, , Portland Police Bureau, Oregon State Police, the Gresham Police Bureau, and CARES Northwest Program—a collaborative effort of Legacy Emanuel Children's Hospital, Kaiser Permanente, OHSU - Doernbecker Children's Hospital. Approval of renewed contract with CARES Northwest Program is requested.

3. Financial Impact:

The District Attorney Office will pay CARES Northwest \$256,457 to serve as the Regional Child Abuse Assessment Center, respond to child abuse referrals, and conduct child abuse assessments.

4. Legal Issues:

This program was formed under ORS 418.747.

5. Controversial Issues:

N/A

6. Link to Current County Policies:

Multnomah County's Benchmark to Reduce Child Abuse is furthered through the CAMI Program, and is directly linked to the District Attorney's MDT Unit.

7. Citizen Participation:

N/A

8. Other Government Participation:

Services to Children and Families, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau, are participating in the CAMI Program.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 700055

Prior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # 3

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input checked="" type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>12/11/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: District Attorney Division: Family Justice Date: 11/28/97

Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: This provides continued funding to the CARES Northwest Program for regional abuse assessments as provided through the CAMI Grant.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ JESB ☐ JQRF ☐ JNA ☐ JNone

Original Contract No. 700055 (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>CARES Northwest</u></p> <p>Mailing Address: <u>Emanuel Medical Building</u></p> <p><u>2800 N. Vancouver Avenue, Suite 201</u></p> <p><u>Portland, OR 97227</u></p> <p>Phone: <u>823-0032</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>1/1/98</u></p> <p>Termination Date: <u>12/31/98</u></p> <p>Original Contract Amount: \$ <u>\$157,500</u></p> <p>Total Amt of Previous Amendments: \$ <u>494,030</u></p> <p>Amount of Amendment: \$ <u>256,457</u></p> <p>Total Amount of Agreement: \$ <u>907,987</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>64,114.25</u> <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 12/1/97

Purchasing Manager: [Signature] Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 12/3/97

County Chair/Sheriff: [Signature] Date: December 11, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	256,457	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between Multnomah County, acting by and through its District Attorney's Office hereafter called COUNTY, and CARES Northwest Program hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. DESCRIPTION OF SERVICES. CONTRACTOR will provide the following services:

- A. Serve as the Regional Child Abuse Center
- B. Respond to child abuse referrals
- C. Conduct child abuse assessments

2. COMPENSATION.

The County agrees to pay Contractor a maximum of \$256,457 in four quarterly payments of \$64,114.25 each for performance of those services provided hereunder.

3. TERM. The CONTRACTOR's services will begin 1/1/98 and terminate when completed by 12/31/98.

4. CONTRACT DOCUMENTS. This Contract consists of this contract document, the attached Conditions of Contract.

MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, County Chair

Date: December 11, 1997

By 
Tom Simpson, Management Assistant
District Attorney's Office

Date 12-1-97

CONTRACTOR

By _____

Date: _____

Contractor's ID NO. _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Date: 12/3/97 Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF PERSONAL SERVICES CONTRACT

The attached contract for services between Multnomah County, County herein, and CARES NORTHWEST PROGRAM, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. **Independent Contractor Status** - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service.
2. **Subcontracts and Assignment** - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. **Access to Records** - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. **Ownership of Work Product** - All work products of the Contractor which result from this contract are the exclusive property of the County, including the right of copyright of any published work.
5. **Workers' Compensation Insurance** -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
6. **Indemnification** -
 - A. If Contractor is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contractor is covered under such policy, Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Contractor's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.
 - B. As to any other claim of liability, other than above described, Contractor shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions for personal injury, including death, or property damage resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement.
7. **Early Termination** -
 - A. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. **Adherence to Law** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. **Non-Discrimination** - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: DEC 11 1997
AGENDA NO.: C-11
ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the University of Maryland Baltimore County

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

REGULAR MEETING Date Requested: _____
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Hilda Adams, Chris Johnson* TELEPHONE #: 248-3400

BLDG/ROOM #: 160/3

PERSON(S) MAKING PRESENTATION: Dave Houghton, Hilda Adams, Chris Johnson

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 200988 with the University of Maryland Baltimore County providing funds for the CLEARCorps volunteers component of the Home Lead Hazard Reduction Program.

12/19/97 ORIGINALS to Karen Garber

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC -3 PM 4:07

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Belli Odegard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

Date: December 3, 1997
To: Board of County Commissioners
Via: Bill Odegaard, Health Department Director
From: Dave Houghton, Director, Disease Prevention & Control Division
Subject: Intergovernmental Revenue Agreement #200988 with the University of Maryland Baltimore County (UMBC) for the CLEARCorps volunteers component of the Home Lead Hazard Reduction Program

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200988 with the University of Maryland Baltimore County for the period September 1, 1997, through December 31, 1998. The agreement is retroactive due to delays by UMBC in preparing the agreement.
- II. Background/Analysis: The University of Maryland Baltimore County (UMBC) was awarded a CLEARCorps grant from the Corporation for National Service to conduct lead paint reduction activities at multiple sites throughout the country. Under this agreement UMBC will pass a portion of those grant funds to Multnomah County as a participating site.

CLEARCorps, the Community Lead Education and Reduction Corps, is a branch of the AmeriCorps National Service Network, a public-private partnership that combines the financial, human and technical resources of the federal government, private sector and community groups to address the problem of childhood lead exposure in low to moderate income housing. Portland is one of five CLEARCorps sites throughout the country and the only one on the west coast.

In Multnomah County, CLEARCorps is one component of the Home Lead Hazard Reduction Program, a joint project of the Multnomah County Health Department and the City of Portland Water Bureau. The Portland CLEARCorps team currently has nine members ranging in age from 19 to 54. The team will be working in the Humboldt neighborhood during their first year. Team members mirror the diversity of the Humboldt neighborhood and include three members from the area. CLEARCorps members work to reduce potential childhood lead exposures. They do one-on-one education with families, community education, and, in selected housing, clean up and repair of lead-based paint hazards and lead-containing dust.

In addition to meeting the critical needs of the community, CLEARCorps team members receive a living stipend (currently \$9,175 per year), health care insurance, useful job skills, and an educational award of \$4,725 at the end of their year of service. When needed, a child care allowance is also provided through the AmeriCorps program.

December 3, 1997
University of Maryland Baltimore County
Contract #200988

- III. Financial Impact: UMBC will provide a maximum of \$92,334 to support this program. The agreement requires the County to provide matching resources of \$40,011 in cash and \$178,794 in in-kind support. This match will be met with funds provided by the City of Portland Water Bureau through an intergovernmental agreement which is currently being negotiated. Therefore, the County's net outlay is zero.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Protection of child health.
- VII. Citizen Participation: Citizens are being recruited to serve in various stakeholder and advisory capacities.
- VIII. Other Government Participation: Other governmental agencies involved in this program include the City of Portland Water Bureau and the Oregon Health Division.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 200988

Previously Approved Contract Boilerplate: ☐ Attached ☒ Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>12/11/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Health Division: Disease Prevention & Control Date: 12/3/97

Contract Originator: Chris Johnson Phone: x22452 Bldg/Room: 160/3

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

Funding for CLEARCorps component of the Home Lead Hazard Reduction Program, a joint project of the Health Department and the City of Portland Water Bureau.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. n/a (FOR RENEWALS ONLY)

<p>Contractor Name: <u>University of Maryland</u></p> <p>Mailing Address: <u>Baltimore County (UMBC)</u></p> <p style="text-align: center;"><u>The Shriver Center</u></p> <p><u>5401 Wilkens Ave, Baltimore, MD 21228-5398</u></p> <p>Phone: <u>410-455-2493</u></p> <p>Employer ID# or SS#: <u>n/a</u></p> <p>Effective Date: <u>September 1, 1997</u></p> <p>Termination Date: <u>December 31, 1998</u></p> <p>Original Contract Amount: \$ <u>92,334</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Jamie Price, Project Director</p> <p>Alex Nathan, Grants Management Specialist</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: *Billy Odegaard* Date: 12/3/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Kate Dart* Date: 12/3/97

County Chair/Sheriff: *Phil Ryan* Date: 12/11/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0313					0402	CLEARCorps		
02											
03											

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

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

SUBCONTRACT AGREEMENT

BETWEEN

THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY

AND

MULTNOMAH CO. DEPT. OF HEATH

This Cooperative Agreement is entered into to specify the terms and conditions under which the University of Maryland Baltimore County (UMBC) and The Multnomah Co. Dept. of Health (MCDH) will cooperate under the Cooperative Agreement awarded by the Corporation for National Service (CNS) to UMBC with James R. Price as Principal Investigator and Chris Johnson the Responsible Investigator at MCDH.

The terms of this Agreement are intended to provide the administrative framework for the institutions cooperating in the performance of this project. MCDH shall make all reasonable efforts to perform the scope of work as outlined in Appendix A. Any request that requires CNS approval is to be forwarded through UMBC.

ARTICLE I - STATEMENT OF WORK

MCDH shall provide all the necessary personnel and facilities to conduct the work of this agreement.

ARTICLE II - PERIOD OF PERFORMANCE

This agreement shall begin on September 01, 1997 and shall not extend beyond December 31, 1998 unless the period is extended by modification of this Agreement.

ARTICLE III - CONSIDERATION

The amount currently obligated for expenditures is \$92,334. (See Appendix B)

This is a cost-reimbursement type Agreement. Serially numbered monthly invoices from MCDH shall be sent to the Comptroller's Office, Accounts Payable Manager, University of Maryland Baltimore County, 1000 Hilltop Circle, Baltimore Maryland 21250. Payment will be made monthly for services performed in the previous month. The invoices shall contain sufficient detail, by line item budgeted, to enable the Comptroller to review and approve

them. Any invoice for a particular quarter not submitted to UMBC within 60 days of the end of the budget year, will not be honored by UMBC.

ARTICLE IV - ADMINISTRATIVE CONSIDERATION

The policies of MCDH concerning salaries, fringe benefits, travel, and travel reimbursement are to apply, provided they are in compliance with CNS policy.

ARTICLE V - CONTRACT-RELATED INCOME

MCDH will inform UMBC of any contract-related income and will maintain appropriate records for the receipt and disposition of such income.

ARTICLE VI - ADMINISTRATIVE PERSONNEL

The administrator for UMBC is Alex Nathan, Grants Management Specialist, Office of Sponsored Programs Administration.

ARTICLE VII - REBUDGETING

MCDH is permitted to rebudget direct costs subject to CNS policy. Any equipment purchased under this Agreement which is not incorporated in the originally approved budget requires prior approval of UMBC.

ARTICLE VIII - AUDIT

MCDH acknowledges that it is aware of and agrees to comply with OMB Circular A-133 or A-128 as applicable to it. All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency. MCDH shall be responsible for payment of any and all audit exceptions which are identified by audit agency.

ARTICLE IX - PUBLICATION

MCDH is encouraged to publish the results of their work under this Agreement. CNS support should be acknowledged as follows: "This project was supported by the Corporation for National and Community Service". The Principal Investigator, UMBC and the Responsible Investigator, MCDH shall together make the decision regarding authorship on publications.

ARTICLE X - EQUIPMENT

UMBC will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. MCDH agrees to maintain sufficient records to enable UMBC to fulfill its accountability under the CNS award. Upon termination of the final

project period, MCDH may request title to equipment purchased under this Agreement, and UMBC will consider such request at that time.

ARTICLE XI - PATENTS

Rights to inventions resulting from the performance made solely by MCDH faculty and staff under this subcontract will be solely owned by MCDH. Inventions made jointly by faculty and staff of both UMBC and MCDH will be owned jointly by UMBC and MCDH, who agree to jointly determine patent filing and licensing subject to existing patent law. Inventions made solely by UMBC faculty and staff will be solely owned by UMBC. All persons who perform any part of the work under this grant and who may be reasonably expected to make inventions, including screening compounds synthesized, must be covered by this Agreement.

ARTICLE XII - HUMAN SUBJECTS

No research involving humans is planned or authorized under this Agreement.

ARTICLE XIII - HAZARDOUS MATERIALS

MCDH shall comply with CNS award provisions, Federal, State, County and city regulations when dealing with the handling and disposal of hazardous waste.

ARTICLE XIV - CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

MCDH certifies that it will comply with title VI of the Civil Rights Act of 1974 and Executive Order No. 11246 of September 24, 1965 by the U.S. President.

ARTICLE XV - STUDENT UNREST

MCDH shall be responsible for carrying out the provisions of Section 407 of the Department of Health and Human Services Appropriation Act relating to remuneration from contract funds to any individuals who have been engaged or involved in activities described as "student unrest".

ARTICLE XVI - REPORTING REQUIREMENTS/MATCHING FUNDS

MCDH shall render to UMBC any special reports on work performed under this Agreement as required by UMBC and reports as noted in the flow-down provisions (AmeriCorps Provisions).

MCDH must maintain records and provide detailed reports of all project costs that are claimed as matching contributions by category per Appendix B.

All matching contributions must be submitted in conjunction with

the invoices listed in Article III. Below is MCDH's minimum matching obligations by year.

Year 3: \$ 40,011 cash
\$178,794 in-kind

ARTICLE XVII - SUBCONTRACTORS

MCDH shall not subcontract for any of the services to be performed under this Agreement without the prior written consent of UMBC.

ARTICLE XVIII - TERMINATION

12/3/97
either party The performance of services under this agreement may be terminated by ~~UMBC~~ ^{either party} in accordance with this clause, in whole or in part, if ~~UMBC~~ determines that the termination is in its best interest. In the event of termination, MCDH will be reimbursed for any non-cancellable obligations properly incurred prior to the date of notice of termination. *Bull*
KC
ES

ARTICLE XIX - MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized representatives by both parties.

ARTICLE XX - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

ARTICLE XXI - DEBARMENT, SUSPENSION

MCDH hereby represents and certifies, by signing Appendix c, that neither it nor its principals is presently:

- a. debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. have within a 3-year period preceding this subcontract been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local)

with commission of any of the offenses enumerated in (b) above; and

- d. have within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default.

ARTICLE XXII - NON-DELINQUENCY ON FEDERAL DEBT

MCDH certifies that it is not delinquent on the repayment of any federal debt. For the purposes of this certification, the following definitions of delinquency apply:

- a. For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), a debt more than 31 days past due on a scheduled financial payment. (This definition excludes "service" payback under the National Research Service Award).
- b. For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government that the Federal Government has repurchased from lender because the borrower breached the loan agreement and is in default.
- c. For grants, organizations in receipt of a "Notice of Grants Cost Disallowance" which have not repaid the disallowed amount or which have not resolved the disallowance. (This definition excludes disallowances in an "appeal" status.)

ARTICLE XXIII - GOVERNING LAW

This agreement is deemed to be made under, and shall be construed in accordance with, the laws of the State of Maryland.

ARTICLE XXIV - FLOW-DOWN PROVISION

The provisions of CNS award #95ADNMD017

shall be binding on the subcontractor to the extent that flow-down is prescribed in such provisions. (See Appendix C.)

ARTICLE XXV - DRUG-FREE WORKPLACE CERTIFICATION

MCDH certifies that it is in compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

ARTICLE XXVI - ENTIRE AGREEMENT

This Agreement consists of the following parts:

1. Articles I - XXVII
2. Appendix A: Workscope
3. Appendix B: Approved Budget
4. Appendix C: Flow-Down Provision

and constitutes the entire Agreement of the parties. Any other agreement, written or oral, is hereby superseded.

ARTICLE XXVII - ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract Agreement as of the _____ day of _____ 1997.

FOR THE MULTNOMAH CO. DEPT.
OF HEALTH

FOR THE UNIVERSITY OF MARYLAND
BALTIMORE COUNTY


Name: Beverly Stein

Name: _____

Chair, Board of Commissioners for
Multnomah County, Oregon

Title

Title

December 11, 1997

Date

Date

FEI No. _____

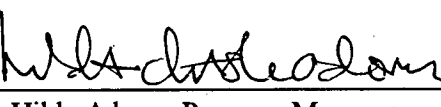
By


Billi Odegaard, Health Department Director

Date

12/3/97

By


Hilda Adams, Program Manager

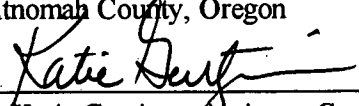
Date

12/3/97

REVIEWED:

Thomas Sponsler, County Counsel for
Multnomah County, Oregon

By


Katie Gaetjens, Assistant County Counsel

Date

12/3/97

6

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

Multnomah County
Contract #200988

COMMUNITY BUILDING OBJECTIVES - 1997-98 AMERICORPS DIRECT RENEWAL (Y3)

Objective	Activity	Result	Measure	Standard	Number
3. Community organizations coordinating efforts to reduce lead poisoning	Identify and establish patterns of communication and cooperation with other non-profits, public agencies, educational institutions, medical providers, private industry, community associations and other groups	Improved processes for accomplishment of community service objectives	Number of organizations in community that cooperate with CLEARCorps	All of the organizations identified as potential partners	At least %80 of similar groups coordinating and sharing information
2. Property owners acting to reduce lead hazards in properties	Engage property owners implementation of risk-reduction measures	Increased action and responsibility on the part of property owner	Number of property owners signing CLEARCorps owner agreement	All of the property owners	%75 of property owner of rental properties in which CLEARCorps conducts risk-reduction activities
3. Create and operate CLEARCorps advisory board	Bring together organizations that can provide valuable input and assistance to local operations of CLEARCorps	Increased ability to accomplish community service, community building, and member development objectives	Regular and positive interaction between the advisory board and the program	monthly meetings or teleconferences	8 meetings or teleconferences

I accept this scope of work --- Name: _____ Title: _____ Date: _____

Operating Site: **PORTLAND, OR**

Parent Organization Name: The Shriver Center at UMBC

COMMUNITY SERVICE OBJECTIVES - 1997-98 AMERICORPS DIRECT RENEWAL (Y3)

Objective	Activity	Result	Measure	Standard	Number
1. Increase capacity in the community to prevent lead poisoning	Give group presentations about causes, effects, and prevention of lead poisoning	An increased community capacity to prevent lead poisoning	Number of community members and groups educated	Groups demonstrate they understand the knowledge presented through feedback during and following presentations	> 400 community members / 25 Community groups
2. Educate residents about potential lead hazards in their homes	Conduct resident interviews, hazard walkthroughs, and resident education in homes	Residents have knowledge of potential lead hazards in their homes	Number of residents who receive in-home education	residents in units referred to the program	80%-90% of units referred
3. Increase in housing stock meeting lead risk-reduction standards	Conduct targeted and cost-effective risk reduction activities in homes where there is a risk of lead poisoning	Housing in at-risk communities meets clearance levels for lead safety	Visual inspection and dust testing prior to and following hazard reduction activities	Clearance levels established by U.S. Department of Housing and local regulations	60 units (unit = 1000 sq. ft. and 7 - 10 windows)
4. Prevent and reduce childhood lead poisoning in the community	Perform lead hazard control and education in units with at-risk occupants (children age 6 and younger, and pregnant women)	Increase number of children living in reduced-risk housing	Number of at-risk occupants in units where lead hazard control measures are conducted	> 90% of units contain at least one at-risk occupant	At least 40 at-risk occupants
5. Ensure sustainability of lead reduction efforts	Teach residents how to maintain lead-safe environments	Units in which risk reduction activities are performed continue to meet clearance levels	Visual inspection and dust testing following hazard reduction activities and during follow-up (every month for 6 months)	Clearance levels established by U.S. Department of Housing and local regulations	48-54 Units

I accept this scope of work --- Name: _____ Title: _____ Date: _____

Operating Site: **PORTLAND, OR**

Parent Organization Name: The Shriver Center at UMBC

MEMBER DEVELOPMENT OBJECTIVES - 1997-98 AMERICORPS DIRECT RENEWAL (Y3)

Objective	Activity	Result	Measure	Standard	Number
1. Corpsmembers become community resources and experts educated in the problem of lead poisoning	Corpsmembers receive training on causes, effects, and prevention of lead poisoning	Corpsmembers become community resources on lead issues and have the knowledge to keep their own families safe	Post-test on lead knowledge following pre-service training	Score of 100%	All corpsmembers score at least 80%
2. Corpsmembers conduct effective community outreach and education in group and one-on-one settings	Corpsmembers receive training on effective community outreach techniques	Corpsmembers are able to effectively convey lead poisoning prevention messages to others	Evaluation of community and in-home education	Giving effective presentations to increase community knowledge	2/3 of corpsmembers
3. Corpsmembers become experts in lead-reduction and related activities	Corpsmembers receive training in the technical skills needed to conduct risk reduction activities and support	Corpsmembers become experts in lead risk reduction and gain skills for future vocations	Internal and external evaluation of work; supervisor evaluation	High-quality workmanship	All corpsmembers
4. Corpsmembers develop and pursue broader educational plans	Corpsmembers complete individualized educational development activities	Corpsmembers are able to obtain GED if not yet obtained, and to explore additional goals and curiosities in preparation for life after AmeriCorps	Individualized development plans written with the assistance of site staff	all goals in plans are met	80% of goals for corpsmembers are met

I accept this scope of work --- Name: _____ Title: _____ Date: _____

AmeriCorps National Award Operating Site Budget

Grant Number: 98ADNMD017

PORTLAND Y3

Grantee: UMBC - The Shriver Center

Subgrantee: Multnomah County Dept. of Health

City, State: Portland, OR

Program Type: Expansion

		# of members	Corporation Share	Grantee Share	Total Program	Cash Match	In-kind Match
A. Member Support Costs							
	Full Time 1700	8	\$54,024	\$19,376	\$73,400	\$19,376	
	Ed award only	0	\$0	\$0	\$0	\$0	
	Asst. Team Leader	1	\$6,753	\$3,522	\$10,275	\$3,522	
	Team Leader	1	\$0	\$11,835	\$11,835	\$11,835	
	subtotal	10	\$60,777	\$34,733	\$95,510	\$34,733	\$0
	FTE	10	63.63%	36.37%	100.00%		
	(7.65%) FICA	-	\$4,649	\$2,657	\$7,307	\$2,657	
	Workers' Compensation	-	\$2,550	\$450	\$3,000	\$450	
	Unemployment Insurance	-	\$0	\$0	\$0	\$0	
	AmeriCorps Health Care	10	\$7,069	\$2,171	\$9,240	\$2,171	
	Subtotal A		\$75,045	\$40,011	\$115,057	\$40,011	\$0
	Match % for A		65.22%	34.78%	100.00%		
B. Other Member Costs							
	Training and Education		\$0	\$4,100	\$4,100	\$0	\$4,100
	Other B		\$0	\$0	\$0	\$0	
	Subtotal B		\$0	\$4,100	\$4,100	\$0	\$4,100
C. Staff							
	Salaries		\$13,039	\$56,439	\$69,478	\$0	\$56,439
	Benefits		\$0	\$0	\$0	\$0	
	Training		\$0	\$750	\$750	\$0	\$750
	Other C		\$0	\$0	\$0	\$0	
	Subtotal C		\$13,039	\$57,189	\$70,228	\$0	\$57,189
D. Operating Costs							
	Travel		\$1,500	\$0	\$1,500	\$0	
	Corporation Sponsored Meeting		\$750	\$0	\$750	\$0	
	Transportation		\$0	\$2,484	\$2,484	\$0	\$2,484
	Supplies		\$0	\$10,256	\$10,256	\$2,000	\$8,256
	Equipment		\$0	\$4,000	\$4,000	\$0	\$4,000
	Other D		\$0	\$0	\$0	\$0	\$0
	Subtotal D		\$2,250	\$16,740	\$18,990	\$2,000	\$14,740
E. Internal Evaluation							
			\$0	\$79,718	\$79,718	\$0	\$79,718
	Subtotal B through E		\$15,289	\$157,747	\$173,036	\$2,000	\$155,747
F. Administration							
			\$0	\$23,047	\$23,047	\$0	\$23,047
	Subtotal F		\$0	\$23,047	\$23,047	\$0	\$23,047
	Subtotal B through F		\$15,289	\$180,794	\$196,083	\$2,000	\$178,794
	Match % for B through F		7.80%	92.20%	100.00%		
	TOTAL A through F		\$90,334	\$220,805	\$311,140	\$42,011	\$178,794
G. Child Care							
		# Children		Grantee Share			
		4					
	Match % B through G		7.80%	92.20%	100.00%		
H. Educational Awards							
		#	Amount				
	Full Time	10	\$47,250				
	Part Time	0	\$0				

Date:

Title:

I accept this budget- Name:

AmeriCorps® Provisions

For the purposes of these Provisions, AmeriCorps refers to AmeriCorps*State, AmeriCorps*National and AmeriCorps*Tribes and Territories Programs only. The term Cooperative Agreement is used interchangeably with the term Grant or Grant Award.

All applicable Provisions of the Cooperative Agreement shall apply to sub-Grantee AmeriCorps Programs and other awards.

A. DEFINITIONS

1. Definitions

B. AMERICORPS SPECIAL PROVISIONS

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3. AmeriCorps Affiliation
4. Local and State Consultation
5. Prohibited Program Activities
6. Fund Raising
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19. Terms of Acceptance
20. Legislative and Regulatory Authority
21. Other Applicable Statutory and Administrative Provisions
22. Responsibilities Under Grant Administration
23. Financial Management Provisions
24. Administrative Costs
25. Equipment and Supplies Costs
26. Project Income
27. Payments under the Award

28. Retention of Records
29. Site Visits
30. Liability and Safety Issues
31. Drug-Free Workplace
32. Non-discrimination
33. Supplementation, Non-duplication and Non-displacement
34. Grievance Procedure
35. Ownership and Sharing of the Award Products
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38. Suspension or Termination of the Award
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A. DEFINITIONS

1. **Definitions.** For purposes of this Cooperative Agreement, the following definitions apply:

- a. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. §12501 *et seq.*)
- b. **Administrative costs** are expenses associated with the overall administration of a Program, and are defined in the General Provisions, Clause 24, Administrative Costs.
- c. **AmeriCorps National Service Network** means AmeriCorps*State, AmeriCorps*National, AmeriCorps*Tribes and Territories, Volunteer in Service to America (VISTA), and National Civilian Community Corps (NCCC) Programs taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42 U.S.C. §4950 *et seq.*). NCCC is authorized under the National and Community Service Act (42 U.S.C. §12611 *et seq.*).
- d. **Approved national service position** means a national service position for which the Corporation has approved the provision of a national service educational award as one of the benefits to be provided for successful service in the position.
- e. **Cognizant agency** means the Federal agency coordinating audit and other fiscal requirements for those organizations with grants from multiple Federal agencies.
- f. **Cooperative Agreement** is a type of Federal award with substantial Corporation involvement during the Project performance period, used in these provisions interchangeably with the term Grant or Grant Award.
- g. **Corporation** means the Corporation for National and Community Service established under of the Act (42 U.S.C. § 12651).
- h. **Educational Award** means an award provided to a Member who has completed a required term of service in an approved national service position successfully and who otherwise meets the eligibility criteria set forth in the Act. An educational award may be used: (1) to repay qualified student loans, as defined in the Act; (2) toward the cost of attendance at an institution of higher education, as those terms are defined in the Act; and

(3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.

i. **Grantee**, for the purposes of this agreement, means the direct recipient of this Grant. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the provisions of the Grant.

j. **Indian tribe** means a band, nation, or other organized group or community, including: (1) any Native village group as defined in § 3(c) of the Alaska Native Claims Settlement Act (43 U.S.C. 1602 (c)), whether organized traditionally or pursuant to the Act of June 18, 1934 (commonly known as the "Indian Reorganization Act", 25 U.S.C. 461 et seq.); (2) any Regional Corporation or Village Corporation, as defined in subsection (g) or (j), respectively, of section 3 of the Alaska Native Claims Settlement Act 43 U.S.C. 1602 (g) or (i)), that is recognized as eligible for the special programs and services provided by the United States under federal law to Indians because of their status as Indians; and (3) any tribal organization controlled, sanctioned, or chartered by an entity described in paragraph (13)(i)(A) of this section.

k. **OMB** means the U.S. Office of Management and Budget, which issues uniform administrative, allowable cost and audit requirements for the administration of Federal grants and other agreements.

l. **National Service Trust** is the account established in the U.S. Department of the Treasury under the Act (42 U.S.C. §12601) for the purpose of holding and making payments of educational awards and other educational benefits to AmeriCorps Members.

m. **Member** means an individual:

- i. who is enrolled in an approved national service position;
- ii. who is a U.S. citizen, U.S. national or lawful permanent resident alien of the United States;
- iii. who is at least 17 years of age at the commencement of service unless the Member is out of school and enrolled
 - (a) in a full-time, year-round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. §12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
 - (b) in a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. §12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive;

iv. has a high school diploma or an equivalency certificate [or agrees to obtain a high school diploma or its equivalent before using an educational award] and who has not dropped out of elementary or secondary school in order to enroll as an AmeriCorps Member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. §1091), or who has been determined through an independent assessment conducted by the Program to be incapable of obtaining a high school diploma or its equivalent (provided that the Corporation has waived the educational attainment requirement for the individual).

n. **Parent Organization** means a single entity, including an Indian tribe, that is responsible for implementing and managing a National Direct AmeriCorps Program.

o. **Program** means a national service Program, described in the Act (42 U.S.C. §12572(a)), carried out by the Grantee through funds awarded by the Corporation and carried out in accordance with Federal requirements and the Provisions of this Grant.

p. **Project** means an activity or set of activities carried out by a Program that results in a specific, identifiable community service or improvement:

i. that otherwise would not have been made with existing funds; and

ii. that does not duplicate the routine services or functions of the organization to whom the Members are assigned.

q. **Project sponsor** means an organization or other entity that has been selected to provide a placement for a Member.

r. **Service recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps Members.

s. **State Commission** means, for the purposes of these Grant Provisions, the Commission on National and Community Service established by a State pursuant to the Act (42 U.S.C. § 12638), including an authorized alternative administrative entity to administer the State's national service plan and national service programs and to perform such other duties prescribed by law.

t. **Sub-Grantee** refers to an organization receiving an AmeriCorps Grant from a Grantee of the Corporation.

B. AMERICORPS SPECIAL PROVISIONS

2. PURPOSES OF THE AWARD.

The general purposes of this Grant are "Getting Things Done" in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of AmeriCorps Members. Activities funded through this Grant are intended to help engage Americans of all backgrounds as Members in community-based service that provides a direct and demonstrable benefit that is valued by the community. Service activities must result in a specific identifiable service or improvement that otherwise would not be provided with existing funds or volunteers and that does not duplicate the routine functions of workers or displace paid employees.

All applicable Provisions of the Cooperative Agreement shall flow down to sub-Grantee AmeriCorps Programs and other awards.

3. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

a. **Identification as an AmeriCorps Program.** The Grantee must identify the Program as an AmeriCorps Program and Members eligible for a Corporation-approved post-service education award as AmeriCorps Members.

b. **The AmeriCorps name and logo.** The Grantee must use the AmeriCorps name and logo on service gear, stationery, application forms, fundraising solicitations, recruitment brochures, orientation materials, Member curriculum, signs, banners, press releases and publications created by AmeriCorps Members in accordance with Corporation guidelines and requirements. A camera-ready logo is provided by the Corporation.

To establish the relationship between the Program and AmeriCorps, the Grantee must use the phrase "The AmeriCorps National Service Network" or "an AmeriCorps® Program" and may use the slogan "Getting Things Done"™ on such materials in accordance with Corporation guidelines and requirements. The Grantee may not alter the AmeriCorps logo, and must obtain the written permission of the Corporation before:

- i. using the AmeriCorps name or logo on materials that will be sold, or

ii. permitting donors to use the AmeriCorps name or logo in promotional materials.

c. AmeriCorps service gear. The Grantee is encouraged to provide the Core AmeriCorps Service Gear Package for each Member. The Grantee should direct Members to wear their service gear at officially-designated AmeriCorps events and may allow Members to wear their service gear at other times consistent with Corporation guidelines. The Grantee may not use Corporation funds to purchase local Program service gear.

d. Participation in AmeriCorps events. The Grantee agrees, within reasonable limits, to participate in AmeriCorps events and activities sponsored by the Corporation, such as the National Opening Ceremonies, conferences and national service days.

4. LOCAL AND STATE CONSULTATION.

a. Community consultation. The Grantee must design, implement and evaluate the funded project with extensive and broad-based community involvement, including consultation with representatives from the community served, Members and potential Members, community-based agencies with a demonstrated record in providing services, foundations and businesses.

b. Labor union concurrence. Prior to the placement of Members, the Grantee must consult with local labor organizations representing employees of project sponsors or representing employees in the area to be served by the Program. This includes people engaged in the same or similar work as that proposed to be carried out by the Program, and is required to ensure compliance with the non-displacement requirements contained in these Grant Provisions.

c. State Commission consultation. In coordination with the Corporation, AmeriCorps*National and AmeriCorps*Tribes and Territories Grantees are strongly encouraged to consult on a regular basis with the State Commission in each State that a Program operates. Such communications build upon existing programs throughout the State while avoiding the duplication of efforts in other AmeriCorps Programs.

5. PROHIBITED PROGRAM ACTIVITIES.

While charging time to the AmeriCorps Program, accumulating service/training hours or otherwise engaged in activities associated with the AmeriCorps

program or the Corporation, staff and Members may not engage in the following activities:

- a. Any effort to influence legislation.
- b. Organizing or engaging in protests, petitions, boycotts or strikes.
- c. Assisting, promoting or deterring union organizing.
- d. Impairing existing contracts for services or collective bargaining agreements.
- e. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f. Participating in, or endorsing, events or activities which are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- g. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- h. Providing a direct benefit to:
 - i. a for-profit entity;
 - ii. a labor union;
 - iii. a partisan political organization; or
 - iv. an organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities.
 - v. a nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of Title 26, except that nothing in this section shall be construed to prevent Members or Participants from engaging in advocacy activities undertaken at their own initiative.
- i. Voter registration drives by AmeriCorps Members
- j. Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

Individuals may exercise their rights as private citizens and may participate in the above activities on their initiative, on non- Corporation time, and using non- Corporation funds. The AmeriCorps logo should not be worn while doing so.

6. FUND RAISING

a. **Members.** A Member's service activities may not include organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar activities designed for the sole purpose of raising capital or obtaining contributions for the organization.

Service activities that raise funds or in-kind contributions while generating, involving and/or encouraging community support may be considered appropriate and allowable, such as serve-a-thons, to the extent they are in direct and immediate support of an acceptable direct service and provided that they are not the Program's primary activity or involve significant amounts of an individual Member's time.

Prohibited activities for Members include preparing grant proposals, performing other fund raising activities to help the Grantee achieve its matching requirements or to support an organization's general operating expenses, and providing fund raising assistance to other community-based organizations that do not provide immediate and direct support to a Grantee's approved direct service activity.

b. **Staff.** An AmeriCorps staff member's time and related expenses may not be charged to the Corporation or Grantee share of the Grant while engaged in organized fund raising, including financial campaigns, endowment drives, the general solicitation of gifts and bequests, door-to-door solicitations, direct mail, or similar activities for which the sole purpose is raising capital or obtaining contributions for the organization. Expenses incurred to raise funds may be paid out of the funds raised. Development officers and fund-raising staff are not allowable expenses.

Staff time and effort spent on raising the match requirements should be incidental to the overall management of the Program, and should be focused primarily on developing and disseminating information to potential funders on the AmeriCorps Program and its achievements. Staff can make presentations and educate funders on objectives, goals and accomplishments. Efforts to involve the community in support of the AmeriCorps program, such as obtaining medical contributions or assistance at a health fair; donations of building supplies for an AmeriCorps construction project; and coordinating community

participation in and support of a serve-a-thon and service activities are also allowable.

7. ELIGIBILITY, RECRUITMENT, AND SELECTION.

a. Eligibility to enroll. The Grantee may select as AmeriCorps Members only those individuals who are eligible to enroll in AmeriCorps. In order to be eligible, an individual must comply with sections ii-iv of the definition of a Member (Definitions, letter m).

b. Recruitment.

i. Community recruitment. The Grantee must seek to recruit Program Members from the community in which the project is conducted, as well as Members of diverse races, ethnicities, gender, ages, socioeconomic backgrounds, educational levels, and mental and physical capabilities, unless and to the extent that the approved Program design requires emphasizing the recruitment of staff and Members who share a specific characteristic or background. In no case may a Grantee violate the non-discrimination and non-displacement rules governing Member selection.

ii. National recruitment. To supplement local recruitment efforts, the Grantee is encouraged to request referrals of eligible individuals through the Corporation's national recruitment database and the various State Commissions' recruitment systems. The Corporation's overall goal is to have 25% of AmeriCorps Members nation-wide recruited from the national pool. Grantees may be asked to consider qualified individuals on the referral list, but will not be required to select anyone. Prospective AmeriCorps Members may access the national recruitment database through the Corporation's toll-free number, 1-800-94-ACORP/1-800-942-2677 (voice), or 1-800-833-3722 (TDD).

iii. Policy on Enrolling ACMs Late in the 1997-1998 Program Year. Due to the likelihood of amendments to the National and Community Service Act, State Commissions and Parent Organizations are strongly discouraged from allowing their programs and sites to bring on new AmeriCorps Members late in 1997-1998 if Members will be unable to complete at least a part-time term of service by December 1998.

c. Selection. The Grantee is responsible for establishing the minimum qualifications for Membership in the Program, selecting Members that meet those qualifications, and assigning Members projects that are appropriate to their skill levels. The Grantee must select Members in a

fair, non-partisan, non-political and non-discriminatory manner, without regard to the Member's need for reasonable accommodation or child care, without displacing paid employees, and in accordance with its approved application. The Grantee is encouraged to select Members who possess a commitment to the goals of AmeriCorps.

d. **Reasonable accommodation.** The Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified Members and all selections and project assignments must be made without regard to the need to provide reasonable accommodation. There is a limited amount of money available through the State Commissions to enable individuals with disabilities to participate as AmeriCorps*State Competitive (as opposed to State Formula Programs) or AmeriCorps*National Members in certain Programs. The Grantee is not required to accommodate a Member if that Member poses a direct threat to the health or safety of others where that threat cannot be eliminated by reasonable accommodation. Accommodations which impose an undue financial or administrative burden on the operation of the Program or fundamentally alter the nature of the Program are not considered reasonable accommodations. If a Grantee determines that an accommodation would impose an undue burden, it must document its determination and must notify the Corporation promptly. The factors to be considered in determining whether an accommodation would impose an undue burden include:

- i. the overall size of the Program, with respect to the number of staff and Members, the number and type of facilities, and the size of the budget;
- ii. the nature of the project, including its structure, staffing composition and activities; and
- iii. the nature and cost of the required accommodation.

e. **Level of participation.** The Grantee must seek to enroll the number of full-time and part-time Members agreed upon in its approved application. A Program should make every effort to begin "classes" or terms of service in January, June or September, with September serving as the primary class or beginning of the Program year. Programs have the option of filling the vacated slots at any time; however, the Corporation specifically discourages rolling admissions. Should a Program not be renewed, Members who were scheduled to continue in their terms of service either may be placed in other Programs where feasible, or can receive a pro-rated educational award if the Member has completed at least 15% of the necessary hours.

f. Member Classification. AmeriCorps Members are not employees of the Program nor of the Federal government. The definition of "participant" in the National and Community Service Act of 1990 as amended applies to AmeriCorps Members. As such, "a participant (Member) shall not be considered to be an employee of the Program in which the participant (Member) is enrolled." Moreover, Members are not allowed to perform an employee's duties or otherwise displace employees.

For the limited purposes of the Family and Medical Leave Act of 1993, the Member may be considered an eligible individual of the project sponsor. The Family and Medical Leave Act's requirements as they apply to AmeriCorps Programs are contained in 45 C.F.R. §2540.220(b). Generally, this Act will apply only to second term Members.

g. Parental consent. Before enrolling in a Program, individuals under eighteen years of age must provide written consent from a parent or legal guardian.

h. Criminal record checks. Programs with Members or employees who have substantial direct contact with children (as defined by State law) or who perform service in the homes of children or individuals considered vulnerable by the program, shall, to the extent permitted by State and local law, conduct criminal record checks on these Members or employees as part of the screening process.

8. TRAINING, SUPERVISION AND SUPPORT.

a. Planning for the term of service. The Grantee must develop Member position descriptions that provide for direct and meaningful service activities and performance criteria that are appropriate to the skill level of Members. Member activities may not include clerical work, research, or fund raising activities unless such activities are incidental to the Member's direct service activities. The Grantee must ensure that each Member has sufficient opportunity to complete the required number of hours to qualify for a post-service educational award. In planning for the Member's term of service, the Grantee must account for holidays and other time off, and must provide each Member with sufficient opportunity to make up missed hours.

b. Member contracts. The Grantee must require that Members sign contracts that, at a minimum, stipulate the following:

- i. the minimum number of service hours and other requirements (as developed by the Program) necessary to successfully complete the term of service and to be eligible for the educational award;
- ii. acceptable conduct;
- iii. prohibited activities;
- iv. requirements under the Drug-Free Workplace Act (41 U.S.C. §701 *et seq.*);
- v. suspension and termination rules;
- vi. the specific circumstances under which a Member may be released for cause;
- vii. grievance procedures; and
- viii. other requirements as established by the Program.

c. **Training.** Consistent with the approved budget, the Grantee must provide Members with the training, skills, knowledge and supervision necessary to perform the tasks required in their assigned project positions, including specific training in a particular field and background information on the community served.

The Grantee must conduct an orientation for Members and comply with any pre-service orientation or training required by the Corporation. This orientation should be designed to enhance Member security and sensitivity to the community. Orientation should cover Member rights and responsibilities, including the Program's code of conduct, prohibited activities, requirements under the Drug-Free Workplace Act (41 U.S.C. §701 *et seq.*), suspension and termination from service, grievance procedures, sexual harassment, other non-discrimination issues, and other topics as necessary.

d. **Service-learning.** The Grantee agrees to use service experiences to help Members achieve the skills and education needed for productive, active citizenship, including the provision, if appropriate, of structured opportunities for Members to reflect on their service experiences.

e. **Limit on education and training activities.** No more than 20% of the aggregate of all AmeriCorps Member service hours in a Program may be spent in education, training or other non-direct activities without specific written permission from the Corporation.

f. **Supervision.** The Grantee must provide Members with adequate supervision by qualified supervisors in accordance with the approved application. The Grantee must establish and enforce a code of conduct for Members.

g. **Performance reviews.** The Grantee must conduct at least a mid-term and end-of-term written evaluation of each Member's performance, focusing on such factors as:

- i. whether the Member has completed the required number of hours;
- ii. whether the Member has satisfactorily completed assignments; and
- iii. whether the Member has met other performance criteria that were clearly communicated at the beginning of the term of service.

h. **Support services.** The Grantee must provide specific support services to Members who are school dropouts by assisting them in earning the equivalent of a high school diploma; and to Members who are completing a term of service and are making the transition to other educational and career opportunities.

i. **Registration to vote.** The Grantee should encourage all eligible Members to register and vote. However, the Grantee is prohibited from requiring Members to register or to vote, and from attempting to influence how Members vote.

j. **Jury Duty.** The Grantee must allow AmeriCorps Members to serve on a jury without being penalized for doing so. During the time AmeriCorps Members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, health care coverage and, if applicable, child care coverage. Members may keep any reimbursements for incidental expenses received from the court.

k. **Member injury.** The Grantee must report any serious injuries to the appropriate Corporation Program Officer immediately.

9. TERMS OF SERVICE.

a. **Program requirements.** Each Program must, at the start of the term of service, establish the guidelines and definitions for the successful completion of the Program year, ensuring that these Program requirements meet the Corporation's service hour requirements as defined below:

- i. **Full-time Members.** Members must serve at least 1700 hours during a period of not less than nine months and not more than one year.
- ii. **Part-time Members.** Part-time Members who are not enrolled in an institution of higher education must serve at least 900 hours during a period of not more than two years. Members who are

enrolled in an institution of higher education must serve at least 900 hours during a period of not more than three years.

b. Service in a second term. Programs are under no obligation to enroll Members for a second term of service. To be eligible for a second term, Members must receive a satisfactory performance review for the first term of service. In any event, Members may receive in-service and post-service benefits funded by the Corporation for the first two terms of service.

c. Notice to the Corporation's National Service Trust. The Grantee must notify the Corporation's National Service Trust immediately in writing upon a Member's enrollment in, completion of, lengthy or indefinite suspension from, or release from a term of service. Lengthy or indefinite suspension of service is defined as any extended period during which the Member is not serving service hours or receiving AmeriCorps benefits because it is unclear when the Member might return to the Program. The Grantee also must notify the Trust when a Member's status is approved and changed (i.e. from full-time to part-time or vice versa). Forms for this filing will be provided to the Grantee. Any questions regarding the Trust may be directed to (202) 606-5000 ext. 347.

d. Notice to Child Care and Health Care providers. The Grantee must notify the Corporation's designated agents immediately in writing when a Member's status changes such that it would affect eligibility for child care or health care. Examples of changes in status are converting a full-time Member to part-time Member, the termination of or release from service, and suspensions for cause or which are lengthy or indefinite. Program directors should contact AmeriCorps®Care at 1-800-570-4543 on child care related changes, and if using the Corporation's Allianz health care policy, should contact SRC at 1-800-788-6557.

e. Changing Member Status. Circumstances may arise within a program that necessitate converting full-time Members to part-time or vice versa. The following distinguishes between converting unfilled AmeriCorps Member positions and converting currently enrolled Members from their enrolled status. Note that once a Member is given a partial educational award, the remaining portion of that educational award is not available for use.

i. Unfilled Positions. State Commissions and Parent Organizations are hereby delegated authority to approve or authorize the conversion of unfilled full-time Member positions to part-time within the following parameters. The number of unfilled positions that may be converted may not exceed 15% of the Parent Organization's or specific State Commission Program's awarded

full-time positions or 10 full-time positions, whichever is less. For example, if a Parent Organization or specific State Commission Program was awarded 40 full-time positions, no more than 6 (the lesser of 6 and 10) positions may be converted for the program. If a Parent Organization or specific State Commission Program was awarded 100 full-time positions, no more than 10 (the lesser of 15 and 10) positions may be converted. When positions are converted, the number of full-time equivalents must remain the same within each program to maintain the equivalent estimated cost per Member. In other words, if you want to replace 1 full-time Member position, you must establish 2 part-time 900 hour positions (or 4 part-time 450 hour/year Member positions).

Conversely, unfilled part-time positions may be converted to full-time positions within the aforementioned constraints pertaining to number and percentage limitations, number of full-time equivalents, educational awards provided, and available funds.

ii. Enrolled Members.

- a) Full time. State Commissions and Parent Organizations may authorize or approve occasional changes of currently enrolled full-time Members to part-time Members within the first three months of the Member's service and within the constraints defined above in section e.i. Impact on program quality should be factored into approval of requests. The Corporation will not cover health care or child care costs for part-time Members, therefore appropriate adjustments must be made. It is not allowable to transfer currently enrolled full-time Members to a part-time status simply to provide a part-time educational award. A *Change of Status* form must be completed and forwarded to the Corporation within 30 days.
- b) Part-time. Converting part-time Members to full-time is discouraged because it is very difficult to facilitate, unless done very early in the Member's term of service. State Commissions and Parent Organizations may authorize or approve such changes so long as they are within the first three months of the Member's service, and the current budget can accommodate such changes. Programs must keep in mind that a Member's minimum 1700 hours must be completed within 12 months of the Member's original start date. A *Change of Status* form must be completed and forwarded to the Corporation within 30 days.

State Commissions and Parent Organizations must forward all changes and appropriate forms to the Corporation after approval. Any requests for changes that fall outside of the parameters set forth above must come to the Corporation for approval with concurrence from the State Commission or Parent Organization.

10. RELEASE FROM PARTICIPATION.

Grantee may release Members for two reasons: (1) for compelling personal circumstances; and (2) for cause in accordance with 45 C.F.R. § 2522.230.

a. **Compelling circumstances.** The Grantee is responsible for determining whether a Member's personal circumstances are sufficiently compelling to justify release on this basis. If a Grantee releases a Member for compelling personal circumstances, the Grantee may elect either to authorize a pro-rated educational award or temporarily to suspend service for up to two years. If a term of service is temporarily suspended, the Member will not accrue service hours or receive benefits during this time period. In order to be eligible for a pro-rated educational award, a Member must have served a minimum of 15% of his or her term of service. If a Grantee releases a Member on the grounds that an accommodation of a disability would impose an undue burden, the Grantee must document its determination and notify the Corporation. Such circumstances are to be considered "compelling" for purposes of this sub-clause. The Corporation for National Service allows each program to decide on a case-by-case basis whether the situation warrants a Member receiving a partial award. However, the Corporation's policy is that generally the compelling circumstance must be beyond the Member's control.

The following are examples of reasons which could justify the early release of a Member and entitle the person to a portion of an award.

- Sickness or critical illness of the Member.
- Death or critical illness of a member of the Member's immediate family (spouse, parent, sibling, child, or guardian).
- Termination of project site, if reassignment to another project is not possible.

If a Member leaves AmeriCorps service for any of the reason noted above, and has served at least 15% of his or her service (or 255 hours for full-time service), the Member would be eligible for a portion of the educational award corresponding to the period served.

Generally, the following situations would not justify the Member receiving an award.

- Terminating to go back to school.
- Terminating to get a job.
- Terminating because the Member finds that he or she does not enjoy the work.
- Terminating because of size of the living allowance.
- Terminating to move to another part of the country.

While these reasons for leaving may seem justifiable to the AmeriCorps Member, the service activity and the community will suffer. Part of national service is based on a commitment to completing the assignment. If the Member resigns for any of these reasons or other reasons that are within his or her control, the individual should receive no portion of the AmeriCorps educational award.

Grantees are to make these determinations and indicate the reasons for early termination on the End of Term of Service forms. The decisions should be based on the criteria contained above.

b. For cause. The Grantee may release a Member for cause according to the conditions of the Corporation and the Member's contract. A Grantee must release a Member for cause if the Member is convicted of a violent felony or the sale or distribution of a controlled substance during a term of service. If the Member is charged with a violent felony or the sale or distribution of a controlled substance, or convicted of the possession of a controlled substance, the Grantee must suspend the Member without any AmeriCorps benefits, including living allowance, and without receiving credit for hours missed. Any Member who drops out of a Program without obtaining a release for compelling personal circumstances is considered to have been released for cause. A Member released for cause may not receive any portion of an educational award. A Member wrongly released or suspended for cause will receive credit for any service missed and reimbursement for missed living allowances as specified in 45 C.F.R. § 2522.230. Members are not eligible to receive any benefits or service hour credit upon release from service for cause.

c. Resumption of service. Any Member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may resume service if the Member is found not guilty or if the charge is dismissed. Any Member whose service was suspended because of being convicted of a first offense of possession of a

controlled substance may resume service by demonstrating that the Member has enrolled in an approved drug rehabilitation Program. A Member convicted of a second or third offense of possession of a controlled substance may resume services by demonstrating successful completion of a rehabilitation Program.

In addition, any individual released for cause who wishes to reapply to the Program from which he or she was released or to any other AmeriCorps Program is required to disclose the release to that Program. Programs should inform Members that failure to disclose to an AmeriCorps Program any history of having been released for cause from another AmeriCorps Program will render an individual ineligible to receive the AmeriCorps educational award, whether or not that individual successfully completes the term of service.

11. MINOR DISCIPLINARY ACTIONS

The Grantee may temporarily suspend or impose a fine on a Member for minor disciplinary reasons, such as chronic tardiness, as outlined in the conditions of the Member contract.

a. **Temporary Suspension of Service.** The period of suspension does not count toward a Member's required service hours. Further, Members who are suspended for minor disciplinary reasons may not receive a living allowance for the suspension period.

b. **Fines.** If determined to be necessary for improvements in Member performance or attendance, the Grantee may impose a reasonable fine on Members for minor disciplinary problems consistent with the Member contract. The fines may not be calculated on an hourly basis. For example, a Member who is an hour late may not be fined an hour's worth of living allowance. Instead, the Grantee shall establish a written policy on fines, which is not linked to an hourly rate.

12. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES.

The living allowance match must come from non-Federal sources, unless an exception for lack of available financial resources at the local level under 42 U.S.C. §12594 (g) is specifically approved in Section VII. Special Conditions of the Award document. Programs that want to provide a living allowance in excess of \$8,340 must provide a Grantee match for all funds over \$7,089. Programs may not provide a living allowance benefit above \$16,680 unless it meets the conditions of a professional corps as

provided under 42 U.S.C. §12594 (c). Programs in existence prior to September 21, 1993 may offer a lower living allowance than the minimum; Corporation funds will support only 85% of the actual amount.

a. Living allowances. Unless otherwise agreed upon, a Grantee must provide a living allowance to full-time Members in accord with the following:

i. **Full time requirements.** The established range for a full time living allowance is between \$8,340 and \$16,680. The \$8,340 is based on the total average annual amount provided to VISTA volunteers. The Corporation will only fund up to 85% of the minimum living allowance (\$8,340), which is a maximum of \$7,089 per full-time Member. A minimum of 15% must be matched by non-Federal sources. A Program that wants to provide a living allowance in excess of \$8,340 must provide a Grantee match for all funds over \$7,089. If the program is permitted to provide a living allowance that is less than \$8,340, the Corporation will only fund 85% of the actual amount.

ii. **Part time requirements.** Programs are not required to pay part-time Members living allowances. If a Program chooses to pay part-time Members, it should prorate the full-time living allowance based on the part-time Member's service. The Corporation will fund up to 85% of the pro-rated living allowance.

iii. **Other Requirements.** Programs may not provide a living allowance benefit above \$16,680 for full-time Members unless permitted under 42 U.S.C. §12594(c), or pro-rated based on number of hours for part-time. Programs in existence prior to September 21, 1993 may offer a lower living allowance than the minimum (\$8,340 for full-time Members, or pro-rated for part-time); however, Corporation funds will only support 85% of the actual amount.

b. Living Allowance Distribution. The living allowance is designed to help Members meet the necessary living expenses incurred while participating in the AmeriCorps Program. Programs must not pay a living allowance on an hourly basis. It is not a wage and should not fluctuate based on the number of hours Members serve in a given time period. Programs should pay the living allowance in increments, such as weekly or bi-weekly. Programs may use their organization's payroll system to process Members' living allowances. However, if a payroll system cannot be altered and must show 40 hours in order to distribute a living allowance, then Members' service hours should be documented separately to keep track of their progress towards the Program's total required AmeriCorps service hours.

c. **Waiving the living allowance.** A Member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost because of the living allowance, with the following caveats:

- i. Even if a Member waives his or her right to receive the living allowance, it is possible – depending on the specific public assistance program rules – that the amount of the living allowance that the Member is eligible to receive will be deemed available;
- ii. Members may revoke the waiver at any time during the course of the program;
- iii. if a Member revokes the waiver, he or she may begin receiving the living allowance only from the date on which the waiver was revoked; the Member may not receive any portion of the living allowance that accrued during the waiver period.

d. **Taxes and Insurance**

- i. **FICA.** Unless the Grantee obtains a ruling from the Internal Revenue Service that specifically exempts its AmeriCorps Members from FICA requirements, the Grantee must pay FICA for any Member receiving a living allowance. The Grantee also must withhold 7.65% from the Member's living allowance.
- ii. **Income Taxes.** The Grantee must withhold personal income taxes from Member living allowances, requiring each Member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year.
- iii. **Unemployment insurance.** The U.S. Department of Labor ruled on April 20, 1995 that Federal unemployment compensation law does not require coverage for Members because no employer-employee relationship exists. The Grantee cannot charge the cost of unemployment insurance taxes to the Grant unless mandated by State law. Programs are responsible for determining what State law requires via their State Commission, legal counsel or the applicable State agency.

AmeriCorps*National and AmeriCorps*Tribes and Territories Grantees must coordinate with their State Commissions to determine a consistent State treatment of unemployment insurance requirements. State Commissions must coordinate the determination of the State's legal requirements to pay unemployment insurance for Members with the Corporation's General Counsel. The Grantee must receive written approval from

a Corporation Grants Officer before charging such expenses to the Grant, even if they are contained in the approved budget.

iv. **Worker's compensation.** Worker's Compensation is an allowable cost to the Grant. The Grantee is responsible for determining whether state law requires the payment of worker's compensation taxes for Members. If a Program does not pay worker's compensation, the Program must obtain Occupational Accidental Death and Dismemberment coverage for Members to cover in-service injury or incidents.

v. **Liability Insurance.** Programs may need to supplement their general liability coverage for incidents that occur while Members are performing service to cover claims such as those arising from bodily injury, damages to property and some types of personal injury.

e. **Health care coverage.** The Grantee must provide a health care policy to those full-time Members not otherwise covered by a health care policy at the time of enrollment into the AmeriCorps program, or to those Members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. The Corporation will not cover health care costs for family members or for part-time Members.

i. **Minimum benefits.** The health care policy must meet the following minimum benefits:

- physician services for illness or injury;
- hospital room and board;
- emergency room;
- x-ray and laboratory;
- prescription drugs;
- limited mental/nervous disorders;
- limited substance abuse coverage;
- an annual deductible of no more than \$250 per Member;
- no more than \$1,000 total annual out-of-pocket per Member;
- a 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
- a maximum benefit of \$50,000.

ii. **Corporation health care policy.** Programs without existing health care coverage or with coverage that does not meet the minimum requirements must select the AmeriCorps alternative health care policy. Information and brochures relative to this coverage will be provided by the Corporation's administering

agent, Strategic Resource Company (SRC). Programs that have not received information, or that have additional questions, may contact SRC at 1-800-788-6557. It is the Program Director's responsibility to enroll Members into the policy at the beginning of the service term and to notify SRC of any changes in the group enrollment during the program year.

iii. **Use of an existing health care policy.** If a Grantee is going to use an existing health care policy that charges more than \$150 per month per Member to the Corporation, a copy of the policy along with a summary of its coverage and costs must be sent to the Corporation's Grants Office. Grantees with a National Association of Service Conservation Corps (NASCC) policy at the time of their initial application for the AmeriCorps Grant only need to notify the Grants Office.

iv. **Part-time Members.** Although no portion of health insurance expenses for part-time Members may be paid from Corporation funds, Programs may choose to provide health care to part-time Members from other sources.

v. **Part-time Members serving in a full-time capacity.** Part-time Members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for health care benefits supported with Corporation funds, although that coverage must be approved in the Grant or via prior written approval from the Corporation.

f. **Child care.** The Grantee must ensure that child care is made available to those full-time Members who need such assistance in order to participate. Members are not eligible to receive child care from AmeriCorps while they are receiving other child care subsidies.

i. **Member eligibility.** A Member is considered to need child care in order to participate in the Program if:

- (a) he or she is the parent or legal guardian (or acting in loco parentis) for a child under the age of 13 who resides with the Member;
- (b) he or she has a family income that does not exceed the state's income eligibility guidelines for a family of the same size. At a maximum, family income can be no more than 75% of the state's median income; and
- (c) at the time of acceptance into the Program, he or she is not receiving child care from another available source.

ii. **Qualified providers.** To be eligible for payment with AmeriCorps funds, a child care provider must qualify under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. §

9858c(4)(A)). Each State has its own criteria. Payments will not be made to ineligible providers.

iii. Administration of child care payments. In general, the Corporation will provide for child care payments, which will be administered through the National Association of Child Care Resource and Referral Agencies (NACCRRA), hereafter referred to as AmeriCorps®CARE. Grantees that choose to provide child care as a match source (as approved in their budget) may use AmeriCorps®CARE for technical assistance. Grantee's can contact AmeriCorps®CARE at 1-800-570-4543 with questions regarding child care.

iv. Program Director's responsibilities. In addition to determining a Member's eligibility at the start of their term of service, Program directors are required to notify AmeriCorps®CARE immediately in writing when:

- (a) a Member is no longer eligible for child care benefits due to a change in the Member's eligibility status (e.g., family income exceeds the limit, the child turns 13, a full-time Member becomes a part-time Member, or a Member leaves the Program);
- (b) new or existing Members become eligible for child care benefits;
- (c) a Member wishes to change child care providers or a child care provider will no longer provide child care services; or
- (d) a Member is absent from the Program for excessive periods of time (five or more days in a month).

Costs incurred due to the Grantee's failure to keep AmeriCorps®CARE immediately informed of changes in a Member's status may be charged to the Grantee's organization.

v. Part-time Members. Although no portion of child care expenses for part-time Members may be paid from Corporation funds, Programs may choose to provide child care to part-time Members from other sources.

vi. Part-time Members serving in a full-time capacity. Part-time Members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for child care benefits supported with Corporation funds, although that coverage must be approved in the Grant or via prior written approval from the Corporation.

vii. Payments. Payments or reimbursement for child care benefits will be made for eligible Members to qualified providers from the date child care need was established after service began. No payments and reimbursements will be made in the event the

AmeriCorps Member was ineligible, or if the provider was not qualified under the State guidelines.

g. **Family and Medical Leave.** AmeriCorps Members who have served for at least 12 months and 1250 hours can take family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), provided the sponsoring institution, if non-Federal, employs staff of more than 50 people. (See the Corporation's Regulations at 45 C.F.R. § 2540.220) Under FMLA, Members may take up to 12 weeks of unpaid leave during a 12 month period for the following reasons:

- i. the birth of a child;
- ii. the placement of a child with an AmeriCorps Member through adoption or foster care;
- iii. serious illness of an AmeriCorps Member's spouse, child or parent; or
- iv. serious illness preventing the AmeriCorps Member from performing his or her essential service duties. According to Corporation regulations, a serious health condition is an illness requiring in-patient care or continuing treatment by a health care provider.

Grantees may continue to provide health care coverage to Members on family and medical leave. If at the end of the leave, a Member decides not to rejoin the program, FMLA allows grantees to recover their health premium payments, unless the reason for not returning is the continuation of the serious health condition or other circumstances beyond the Member's control. However, given the small amounts involved (in most cases less than \$300 per AmeriCorps Member), Grantees may elect not to adopt this recovery policy.

Family and medical leave does not count toward the requisite service hours and Members may not receive a living allowance during this period.

h. **Federal Work Study.** Upon Corporation approval, Work Study students may be enrolled as AmeriCorps Members. AmeriCorps Member benefits are reserved to those individuals who enroll in an AmeriCorps position in a program that has been approved by the Corporation. Except as required by Federal Work Study regulations, AmeriCorps Members may not be paid on an hourly basis.

Federal Work Study funds are treated as any other Federal funds and do not affect Grantee matching requirements. Programs that use Federal

Work Study funds to support Members still have to raise at least 15 percent of Member support costs through non-Federal sources.

13. POST-SERVICE EDUCATIONAL AWARDS.

In order for a Member to receive a post-service educational award from the National Service Trust, the Grantee must certify to the National Service Trust that the Member is eligible to receive the educational benefit. The Grantee must notify the National Service Trust on a form provided by the Corporation when it enrolls a Member for a term of service, when the Member completes the term, and whenever there is a change in the Member's status during the term (e.g., release for compelling circumstances or suspension). A Member may receive a post-educational award only for the first two terms of service. One full-time and one-part time term of service count as two terms. No Corporation or other Federal funds may be used to provide Member support costs for a third or subsequent term of service in an AmeriCorps State or National Program.

If a Member is released from a Program for compelling personal circumstances, the Member is eligible for a pro-rated educational award based on the number of hours served, if it is at least 15% of the total required hours. Questions regarding authorized uses of the educational award should be directed to the Trust at (202) 606-5000 ext. 347.

14. MATCHING REQUIREMENTS.

a. **Matching obligation.** The Grantee must provide and account for the matching funds as agreed upon in the approved application and budget. All programs are required to raise some funds from the private sector, i.e. non-governmental funds.

The Corporation's statute requires, at a minimum, the following aggregate matches:

- i. **Member Support Costs :** 15%
including Living Allowance, FICA, Unemployment Insurance, Worker's Compensation and Health Care
- ii. **Program Operating Costs:** 33%
including Other Member Costs, Staff, Operating Costs, Internal Evaluation and Administration

For further requirements, refer to OMB Circular A-102 and its implementation regulations (45 C.F.R. 2543) or A-110 (45 C.F.R. 2541), as applicable.

b. **Cash match for Member Support Costs.** The Grantee's matching contributions for Member Support Costs (excluding health care) must be in non-Federal cash, unless otherwise authorized in accordance with AmeriCorps Special Provision 12, Living Allowance. Tribal funds acquired through P.L. 93-638 are considered non-Federal and may be used to match Member Support Costs. Unless otherwise agreed upon by the Corporation, programs must meet the grantee share of Member Support Costs, as indicated in the approved budget, during each reporting quarter.

c. **Cash or in-kind match for Program Operating Costs.** Contributions, including cash and third party in-kind, will be accepted as part of the Grantee's matching share for Program Operating Costs (defined as those other than the Member Support Costs) when such contributions meet all of the following criteria:

- i. They are verifiable from the Grantee's records;
- ii. They are not included as contributions for any other Federally-assisted Program;
- iii. They are necessary and reasonable for the proper and efficient accomplishment of Program objectives; and
- iv. They are allowable under applicable cost principles.

d. **Exception for volunteer community service.** Because the purpose of this Grant is to enable and stimulate volunteer community service, the Grantee may not include the value of direct community service performed by volunteers. However, the Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit, training of staff and AmeriCorps Programs.

e. **Administrative costs.** The maximum Corporation share of Administrative costs cannot exceed 5% of total Corporation funds actually expended. Administrative costs which exceed the Corporation's maximum administrative cost limit of 5% but which otherwise would have been allocable to the Grant, are allowable as the matching share under the Administrative costs budget line item. See General Provisions, Clause 24, Administrative Costs.

f. **Valuation.** The value of Grantee contributions of services and property will be determined in accordance with applicable cost principles set forth in OMB Circulars A-21, A-87 and A-122, and the approved budget.

15. MEMBER RECORDS AND CONFIDENTIALITY.

- a. **Record-keeping.** The Grantee must maintain verifiable records which document each Member's eligibility to serve based upon citizenship or lawful permanent residency, birthdate, level of educational attainment, date of high school diploma or equivalent certificate (if attained), participation start date and end date, hours of service per week, location of service activities and project assignment. The records must be sufficient to establish that the individual was eligible to participate in the Program and that the Member successfully completed the Program requirements with a minimum of 1700 hours of participation as a full-time Member or 900 hours of participation as a part-time Member.
- b. **No high school diploma.** If a Member does not have a high school diploma or its equivalent at the time of enrollment, the Grantee must maintain a record of the Member's elementary or high school drop-out date, the Member's written agreement to obtain a high school diploma or its equivalent before using the educational award, and, if applicable, verification of the Member's enrollment at an institution of higher education on an ability to benefit basis and eligibility for funds under § 484 of the Higher Education Act. If the Member has been determined to be incapable of obtaining a high school diploma or its equivalent, the Grantee must retain a copy of the supporting independent evaluation.
- c. **Confidential Member information.** The Grantee must maintain the confidentiality of information regarding individual Members. The Grantee must obtain the prior written consent of all Members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Parental or legal guardian consent must be obtained for Members under 18 years of age. Grantees may include an informed consent form as part of the Member contract materials which are signed at the time the Member enrolls.

Grantees may release aggregate and other non-identifying information, and are required to release Member information to the Corporation and its designated contractors. The Grantee must permit a Member who submits a written request for access to review records which pertain to the Member and were created pursuant to this Grant.

16. BUDGET AND PROGRAMMATIC CHANGES.

- a. **Programmatic changes.** The State Commission or Parent Organization must obtain the prior written approval of the Corporation before making the following changes in the approved Program:

- i. Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
- ii. Substantial changes in the level of participant supervision;
- iii. Entering into sub-Grants or contracting out any AmeriCorps Program activities funded by the Grant and not specifically identified in the approved application and grant.

b. Changes in the budget. The Grantee must obtain the prior written approval of the Corporation before deviating from the approved budget in any of the following ways:

- i. **Budgetary transfers to absorb administrative costs** above the amount specified in the approved budget, if below the 5% maximum limit.
- ii. **Reallocation of funds from the "Member Support Cost"** category to other categories of the approved budget. However, the Grantee may reallocate funds within the line items in this category, except for increases in health care cost per Member, which must be approved. The specific line items covered by this subclause are:
 - (a) Living allowance,
 - (b) FICA, worker's compensation, and unemployment insurance and
 - (c) Health care (or alternative health care).
- iii. **Within the "Other Member Costs" category**, the Grantee may not decrease funds budgeted for training and education without prior Corporation approval.
- iv. **Specific Costs requiring prior approval before incurrence** under OMB Circulars A-21, A-87 or A-122. For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are: overtime pay, rearrangement and alteration costs, and preaward costs.
- v. **Purchases of equipment over \$1,000 (One thousand)** using Grant funds, unless specified in the approved application and budget.

c. Approvals of Programmatic and Budget Changes. The Corporation's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the Grant. The Grants Officers will execute written amendments or changes to the Grant, and Grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

17. REPORTING REQUIREMENTS

Financial Status and Progress Reports. State Commissions and Parent Organizations are required to submit quarterly Financial Status Reports and three Progress Reports to the Corporation. State Commissions and Parent Organizations must submit these reports by the following dates and include 3 copies along with the original.

i. **Financial Status Reports (FSR 269a).** AmeriCorps*State programs and most AmeriCorps*National sites that receive subgrants must submit at least four Financial Status Reports (SF 269a) to their respective State Commission or Parent Organization. In general, if a site has a Corporation-approved budget then submission of an FSR for that site/sub-Grantee is required. State Commissions and Parent Organizations will set their own submission deadlines for their respective programs and sites. State Commissions/Parent Organizations are required to forward Financial Status Reports (FSR 269a) from programs and budgeted sites to the Corporation's Grants Office 30 days after the close of each calendar quarter. These reports should be forwarded to the Grants Office.

ii. **Progress Reports.** Guidance on required topics and formats will be provided by the Corporation prior to the scheduled reporting dates. These reports should be forwarded to the Program Office.

<u>Period Starting</u>	<u>Period Ending</u>	<u>FSR & Progress due date</u>	<u>Progress Report Due</u>
October 1	December 31	January 31	Yes
January 1	March 31	April 30	Yes
April 1	June 30	July 31	No
July 1	September 30	October 31	Yes

If your renewal application is due to the Corporation within 30 days of the progress report due date, please submit the progress report with the renewal application.

iii. **Annual/Final Reports.** State Commission programs and Parent Organizations completing the final year of their grant must submit, in lieu of the last quarterly progress report, a final progress report that is cumulative over the entire grant period. This progress report is due 90 days after the close of the grant. Guidance on required topics and formats will be sent during the coming fiscal year.

iv. **Final Financial Status Reports.** States Commissions and Parent Organizations completing the final year of their grant must submit, in lieu of the last quarterly FSR, a final FSR that is cumulative over the entire grant period. This FSR is due 90 days after the close of the grant.

b. **AmeriCorps Member-Related Forms.** The following documents are required from the Grantee:

- i. **Enrollment Forms.** State Commissions and Parent Organizations must submit Member Enrollment Forms to the Corporation no later than 30 days after a Member is enrolled.
- ii. **Change of Status Forms.** State Commissions and Parent Organizations must submit Member Change of Status Forms to the Corporation no later than 30 days after a Member's status is changed. By forwarding Member Change of Status Forms to the Corporation, State Commissions and Parent Organizations signal their approval of the change.
- iii. **Exit/End-of-Term-of-Service Forms.** Programs must submit Member Exit/End-of-Term-of-Service Forms to the Corporation no later than 15 days after a Member exits the program or finishes his/her term of service.

c. **Accomplishment Surveys.** The Annual Accomplishments Report is a survey used to compile all AmeriCorps achievements during the program year. During the course of the year, a contractor will contact programs regarding details and the administration of the survey.

For Fall start-ups, these are due October 31, 1998; for January start-ups, they are due January 31, 1999.

d. **Benefit Provider Documentation.** Programs are responsible for contacting applicable benefit providers immediately and directly (AmeriCorps®Care, Allianz, and others) when a change of status affects the eligibility of a Member or when a Member leaves the program early.

18. RENEWAL OF GRANT.

Unless otherwise specified, the Grant is made for the period specified in the Grant to cover one Program year. The Corporation will provide further guidance on any renewal processes in the coming fiscal year.

C. GENERAL PROVISIONS

19. TERMS OF ACCEPTANCE.

The Grant Provisions are binding on the Grantee. By accepting this Grant, the Grantee agrees to comply with the Grant and applicable Federal statutes, regulations and guidelines. The Grantee agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this award.

20. LEGISLATIVE AND REGULATORY AUTHORITY.

This Grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. §12501 *et seq.*, and 45 C.F.R. Part 2510 *et seq.*

21. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

The following applicable Federal cost principles, administrative requirements and audit requirements are incorporated by reference:

a. States, Indian tribes, U.S. Territories, and local governments. The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:

i. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 C.F.R. 2541.

ii. OMB Circular A-87, Cost Principles for State and Local Governments.

iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

b. Nonprofit organizations. The following circulars and their implementing regulations apply to nonprofit organizations:

i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 C.F.R. Part 2543.

ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations.

iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

c. Educational institutions. The following circulars and their implementing regulations apply to educational institutions:

- i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 C.F.R. Part 2543.
- ii. OMB Circular A-21, Cost Principles for Educational Institutions.
- iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

d. Other applicable statutes and regulations. The Grantee must comply with all other applicable statutes, executive orders, regulations and policies governing the Program, including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 C.F.R. Parts 2541 and 2543.

22. RESPONSIBILITIES UNDER GRANT ADMINISTRATION

a. Accountability of Grantee. The Grantee has full fiscal and programmatic responsibility for managing all aspects of grant and grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.

b. Notice to Corporation. The Grantee will notify the appropriate Corporation's Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant or Grantee. The Grantee will inform the Corporation official about the corrective action taken or contemplated by the Grantee and any assistance needed to resolve the situation.

c. Notice to the Corporation's Office of Inspector General. The Grantee must notify the Office of Inspector General immediately of losses of Federal funds or goods/services supported with Federal funds, or when

information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law, at the program or at a sub-recipient.

23. FINANCIAL MANAGEMENT PROVISIONS.

a. **General.** The Grantee must maintain financial management systems which include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by programmatic year and by budget line item, and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circulars A-102 (for State and Local Governments) and A-110 (for Institutions of Higher Education and Non-Profit Organizations).

b. **Source documentation.** The Grantee must maintain adequate supporting documents for every expenditure (Federal and non-Federal) and in-kind contributions made under this Grant. Costs must be shown in books or records [e.g., a disbursement ledger or journal], and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document.

c. **Time and attendance records.**

i. **Staff.** Salaries and wages charged directly to this Grant or charged to matching funds must be supported by signed time and attendance records for each individual employee regardless of position, and by documented payrolls approved by a responsible official of the Grantee. Salaries and wages chargeable between this Grant and other programs or functions of the Grantee organization must be supported by signed time and attendance records for each individual regardless of position, appropriately distributing the individual's time to the different programs or functions.

ii. **AmeriCorps Members.** The Grantee must keep time and attendance records on all AmeriCorps Members in order to document their eligibility for in-service and post-service benefits. Time and attendance records must be signed both by the Member and by an individual with oversight responsibilities for the Member.

d. **Audits.** Recipients of Federal grant awards are required to have audits performed in accordance with the Single Audit Act, as amended.

Recently revised OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, provides guidance on new audit requirements pursuant to Public Law 104-156 (The Single Audit Act Amendments of 1996, enacted July 5, 1996). The 1996 Amendment established a \$300,000-threshold of annual Federal expenditures for these audits for fiscal year ending June 30, 1997 or later.

e. **Consultant services.** As required by law, payments to individuals for consultant services under this Grant will not exceed the daily equivalent of the maximum rate (exclusive of any indirect expenses, travel, supplies and so on) allowed by Federal law. As of January, 1995, this rate is \$443.00 per day.

24. ADMINISTRATIVE COSTS.

a. **Definitions.** Administrative costs relate to the support of the program's general operations and not to expenses identified with a particular Program or project. Certain costs, such as costs of staff who perform both administrative and Program functions, may be prorated between administrative costs related to the organization and costs directly related to the Program if they are included in the budget and approved by the Corporation. Administrative costs include:

- i. indirect costs (e.g. costs identified with the program's overall operation as described in the applicable provisions of the OMB circulars);
- ii. costs for financial, accounting, auditing, contracting or legal functions not in support of a specific project;
- iii. internal evaluation costs, including overall organizational management improvement costs (except for independent evaluations and internal evaluations of the Program or project that are specifically related to creative methods of quality improvement);
- iv. insurance costs for the entity that operates the Program; and
- v. that portion of the salaries and benefits of the Program's director and other administrative staff not attributable to the time spent in support of a specific Program or project.

Administrative costs do not include the following allowable costs directly related to Program or project operations, such as:

- i. allowable direct charges for Members, including living allowances, insurance payments made on behalf of Members, training and travel;

- ii. costs for staff who recruit, train, place or supervise Members, including staff salaries, benefits, training and travel, if the purpose is for a specific Program or project objective;
- iii. costs for independent evaluations and any internal evaluations of the Program or project that are related specifically to creative methods of quality improvement;
- iv. costs for staff that work in an operational capacity (defined as those duties necessary to carry out the daily activities of the Program); and
- v. space for AmeriCorps operations, communications and other costs that solely support program operations.

b. **Limitation by statute.** The maximum Corporation share of Administrative costs cannot exceed 5% of total Corporation funds actually expended under this award.

c. **Fixed 5%.** If approved on a case-by-case basis by the Corporation, the grantee may charge, for administrative costs, a fixed 5% of the total of the Corporation funds expended. In order to charge this fixed 5%, the grantee match for administrative costs may not exceed 10% of all direct cost expenditures. These rates may be used without supporting documentation and are in lieu of an indirect cost rate.

d. **Indirect Cost Rates.**

- i. If grantees have an approved indirect cost rate, such rate will constitute documentation of the grantee's administrative costs including the 5% maximum payable by the Corporation and the grantee match of administrative costs.
- ii. If a grantee wants to claim more than 10% match in administrative costs it must have or obtain an approved indirect cost rate. Where appropriate, the Corporation will establish an indirect cost rate that may be used for this and other Federal awards.

e. **Consistency of treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities as well as between activities supported by different sources of federal funds.

25. EQUIPMENT AND SUPPLIES COSTS.

- a. **Definition of equipment.** For the purposes of this clause, "equipment" is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 (five thousand) or more per unit (including accessories, attachments and modifications).
- b. **Definition of supplies.** For the purpose of this clause, "supplies" means all personal property excluding equipment.
- c. **Allowable purchases.** Equipment and supplies are allowable as a direct cost under the Grant provided that the purchase of equipment or supplies with a unit acquisition cost of \$1,000 or more has written prior approval by the Corporation or was specifically included in the approved budget.
- d. **Prior approval for equipment or supplies purchases.** In requesting prior approval from the Corporation, the Grantee will assure that each purchase of equipment or supplies:
 - i. Is necessary, reasonable, and cost-effective in meeting the Grant objectives;
 - ii. Does not duplicate other equipment or supplies that are reasonably available and accessible to the Grantee; and
 - iii. Is purchased in accordance with the Grantee's standard practices.
- e. **Title to equipment.** Unless otherwise specified, title to equipment acquired by the Grantee with Grant funds vests in the Grantee, subject to the conditions specified in this clause and applicable OMB circulars. The Corporation reserves the right to transfer title to the Federal government or to a third party named by the Corporation upon completion of the Corporation Grant. The Corporation will issue disposition instructions within 120 calendar days after the end of the Corporation's support of the project for which it was acquired. If the Corporation does not act within this timeframe, title vests with the Grantee.
- f. **Conditions of use.** The Grantee will use the equipment in the Program for as long as it is needed, whether or not the Program continues to be supported with Federal funds. If multiple uses will not interfere with the Program's needs, the Grantee will make the equipment available for use in other activities supported by the Corporation, or by other Federal agencies. When no longer needed for the Program, the Grantee may use the equipment in connection with other activities sponsored by

the Corporation or, if inapplicable, with other Federally-sponsored activities.

g. **Encumbrances.** The Grantee must not encumber the equipment without prior written approval by the Corporation.

h. **Trade-ins and offsets.** The Grantee may sell or trade-in the original equipment to offset the cost of replacement equipment with the written consent of the Corporation.

i. **Inventory controls.** Equipment with a unit acquisition cost of \$5,000 or more is subject to reasonable property management standards and inventory controls in accordance with OMB Circulars A-110 and A-102, including:

- i. adequate maintenance procedures and loss safeguards;
- ii. physical inventories conducted at least once every two years;
- iii. maintenance of equipment records that include:
 - (a) the description and source of the equipment (including Grant number);
 - (b) the manufacturer's serial number or other identification number;
 - (c) the title holder's name and address;
 - (d) the acquisition date and cost;
 - (e) the unit acquisition cost;
 - (f) the percentage of Federal financial participation;
 - (g) date, location and condition; and
 - (h) disposition and loss information.

j. **Disposition of Equipment.** For equipment with a fair market value of \$5,000 or more at the end of the Program, the Grantee may retain the equipment for use in non-Federally-sponsored activities, provided that compensation is made to the Corporation as specified in OMB circulars A-110 and A-102. If the Grantee has no need for the equipment, it will request disposition instructions from the Corporation. Equipment with a fair market value of less than \$5,000 at the end of the project may be retained, sold or disposed of without further obligation to the Corporation, subject to the conditions of Section 25d of this provision.

26. PROJECT INCOME.

a. **General.** Income earned as a direct result of the Program's activities during the award period will be retained by the Grantee and used to finance the non-Corporation share of the Program.

b. **Fees for service.** When using assistance under this Grant, the Grantee may not enter into a contract for or accept fees for service performed by Members when:

- i. the service benefits a for-profit entity;
- ii. the service falls within the other prohibited Program activities set forth in Clause 5 of these Grant Provisions; or
- iii. the service violates the non-displacement Provisions of the Act, set forth in Clause 33 of these Grant Provisions.

27. PAYMENTS UNDER THE GRANT.

a. **Advance payments.** The Grantee may receive advance payments of Grant funds, provided the Grantee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 C.F.R. 2541) or A-110 and its implementing regulations (45 C.F.R. 2543), as applicable.

b. **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize Federal cash on hand in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R. Part 205.

c. **Discontinuing advance payments.** If a Grantee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.

d. **Interest-bearing accounts.** The Grantee must deposit advance funds received from the Corporation in Federally-insured, interest-bearing accounts. The exceptions to this requirement follow:

- i. **Institutions of higher education and other non-profit organizations.** If a Grantee is covered by OMB Circular A-110, it must maintain advance funds in interest-bearing accounts unless:
 - (a) it receives less than \$120,000 in Federal funds per year;
 - (b) the best reasonably available account would not be expected to earn interest in excess of \$250 per year on Federal cash balances; or
 - (c) the required minimum balance is so high that it would not be feasible within expected Federal and non-Federal cash resources.

Earned interest must be remitted annually to HHS-PMS, Rockville, MD 20852. Grantees may keep up to \$250 of interest per year to offset administrative expenses.

ii. State and local governments. All Grantees and sub-Grantees covered by OMB Circular A-102, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Grantees may keep up to \$100 of the earned interest per year to offset administrative expenses.

28. RETENTION OF RECORDS.

The Grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation data, Member information and personnel records for 3 years from the date of the final submission of the final Financial Status Report (SF269A). If an audit is started prior to the expiration of the 3 year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

29. SITE VISITS.

The Corporation reserves the right to make site visits to review and evaluate Grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary. To the extent feasible, these will be coordinated with, and in most cases organized by, State Commissions for AmeriCorps*State programs, parent organizations for AmeriCorps*National project sites, and Program Officers for AmeriCorps*Tribes and Territories Programs. Site visits will be made in the least disruptive manner possible.

30. LIABILITY AND SAFETY ISSUES.

a. Liability coverage. The Grantee must have adequate liability coverage for the organization, employees and Members, including coverage of Members engaged in on- and off-site project activities.

b. Member safety. The Grantee must institute safeguards as necessary and appropriate to ensure the safety of Members. Members may not participate in projects that pose undue safety risks. Public safety Programs and other Programs posing a significant risk to Members must adhere to applicable Provisions of the safety protocol issued by the Corporation and found in the Program Directors' Manual.

31. DRUG-FREE WORKPLACE.

- a. **Notice to employees and Members.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. § 701 *et seq.*, implementing regulations, 45 C.F.R. Part 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees and Members that:
 - i. the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;
 - ii. conviction of any criminal drug statute must be reported immediately to the Grantee;
 - iii. that the employee's employment or Member's participation is conditioned upon compliance with the notice requirements; and
 - iv. certain actions will be taken against employees and Members for violations of such prohibitions.
- b. **Criminal drug convictions.** The Grantee's employees and Members must notify the Grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee or Member up to and including termination or Member release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee or Member to satisfactorily participate in an approved drug abuse assistance or rehabilitation Program.
- c. **Drug-Free awareness Program.** The Grantee must establish a drug-free awareness Program to inform employees and Members about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and Member support services, and the penalties that may be imposed for drug abuse violations.
- d. **Grantee non-compliance.** The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
- e. **Non-discrimination and confidentiality laws.** In implementing the Drug-Free Workplace Act, the Grantee must adhere to Federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

32. NON-DISCRIMINATION.

- a. **Discrimination prohibited.** The Grantee may not unlawfully discriminate against any Member, Program staff, or service recipient on the basis of race, color, national origin, sex, age, political affiliation or disability (for otherwise qualified individuals with disabilities). The Grantee may not unlawfully discriminate on the basis of religion against any Member, service recipient or Program staff who are paid with Corporation funds.
- b. **Reasonable accommodation.** The Grantee must provide reasonable accommodation to otherwise qualified individuals with disabilities. Accommodation must be based on the Member's, Program staff or service recipient's individualized needs. See clause 7(d) for further information.
- c. **Self-evaluation requirements.** The Grantee must comply with the self-evaluation requirements in Section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities. The Grantee also must comply with the self-evaluation requirements of Title IX of the Education Amendments of 1972 concerning discrimination based on sex.
- d. **Other applicable statutes.** In accordance with its assurances, the Grantee must comply with all Federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d and 3601 *et seq.*), section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*) the Age Discrimination Act of 1975 as amended (42 U.S.C. § 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, the Public Health Service Act of 1912 as amended (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. § 12635) or any other applicable non-discrimination provision.

33. SUPPLEMENTATION, NON-DUPLICATION AND NON-DISPLACEMENT.

- a. **Supplementation.** Grant funds may not be used to replace State or local public funds that had been used to support Programs or projects of the type eligible to receive Corporation Grant funds. For any given Program, this condition will be satisfied if the aggregate non-Federal

public expenditure for that Program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.

b. **Non-duplication.** Grant funds may not be used to duplicate services that are available in the locality of a Program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which the Grantee entity resides.

c. **Non-displacement.**

i. **Prohibition on displacing an employee or a position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a Member in a Program or project.

ii. **Prohibition on selecting an employee for participation.** The Grantee may not select a Member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless the Corporation waives this requirement upon a sufficient demonstration of non-displacement.

iii. **Prohibition on promotional infringement.** The Grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.

iv. **Prohibition on displacing employee services, duties or activities.** A Member in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.

v. **Prohibition on supplanting, hiring or infringing on recall rights.** A Member in a Program or project may not perform any services or duties, or engage in activities, that:

- (a) Will supplant the hiring of employed workers; or
- (b) Are services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

vi. **Other prohibitions.** A Member in a Program or project may not perform services or duties that have been performed by or were assigned to any:

- (a) Presently employed worker;
- (b) Employee who recently resigned or was discharged;
- (c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

- (d) Employee who is on leave (terminal; temporary, vacation, emergency or sick); or
- (e) Employee who is on strike or is being locked out.

34. GRIEVANCE PROCEDURE.

a. **Setting up a grievance procedure.** In accordance with 42 U.S.C. §12636 and implementing regulations at 45 C.F.R. §2540.230, the Grantee must establish and implement a process for filing and adjudicating grievances from Members, labor organizations and other interested parties. A grievance process may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. A grievance process must provide an opportunity for a grievance hearing and binding arbitration. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately.

b. In the event that a sub-Grantee of a direct Grantee of the Corporation is no longer in existence, the direct Grantee will assume the responsibility of fulfilling the sub-Grant's obligation to process all grievances in accordance with 45 C.F.R § 2540.230.

c. **Alternative dispute resolution.**

i. **Informal resolution.** The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

ii. **Neutral facilitation.** If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his or her right to file a formal grievance.

d. Formal grievance proceeding.

i. **Time limits.** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after filing.

ii. **Effect of informal process.** In the event an aggrieved party files a grievance after participating in an informal dispute resolution process, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceeding of the informal dispute resolution process may be referred to or introduced into evidence at a grievance or arbitration proceeding.

e. Arbitration.

i. **Selection of arbitrator.** If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation will appoint an arbitrator from a list of qualified arbitrators.

ii. **Time limits.** An arbitration proceeding must be held no later than 45 days after the request for arbitration, or if the arbitrator is appointed by the Corporation, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration proceeding begins.

iii. **Cost.** In accordance with 42 U.S.C. §12636(f)(4)(D), the cost of the arbitration proceeding must be divided evenly between the parties to the arbitration unless the party requesting a grievance proceeding prevails. If the grievant prevails, the Grantee must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding.

iv. **Effect of noncompliance with arbitration.** Pursuant to 42 U.S.C. §12636(f)(7), a suit to enforce an arbitration award may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or citizenship.

f. **Suspension of placement.** If a grievance is filed regarding a proposed placement of a Member in a Program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

g. **Remedies.** Remedies for a grievance filed under a procedure established by the Grantee may include:

- i. Prohibition of a placement of a Member; and
- ii. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the Grantee:
 - (a) Reinstatement of the employee to the position he or she held prior to the displacement;
 - (b) Payment of lost wages and benefits;
 - (c) Re-establishment of other relevant terms, conditions and privileges of employment; and
 - (d) Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

35. OWNERSHIP AND SHARING OF GRANT PRODUCTS.

a. **Ownership.** Unless otherwise specified, the Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Grantee may not sell any work which includes an AmeriCorps logo without prior Corporation written approval.

b. **Corporation use.** The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.

c. **Sharing Grant products.** To the extent practical, the Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

36. PUBLICATIONS.

a. **Acknowledgment of support.** Publications created by Members may include an AmeriCorps logo if they are consistent with the purposes of the Grant. The Grantee is responsible for assuring that the following

acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

"This material is based upon work supported by the Corporation for National Service under AmeriCorps Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of the Corporation or the AmeriCorps Program."

b. **Materials provided to Corporation.** The Grantee is responsible for assuring that two copies of any such material are sent to the Corporation's Office of Public Affairs and Program Office.

37. EVALUATION.

a. **Internal evaluations.** The Grantee must track progress toward achievement of their Program objectives. The Grantee also must monitor the quality of service activities, the satisfaction of both service recipients and Members, and management effectiveness. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.

b. **Independent evaluations.** The Grantee may obtain an independent evaluation if provided for in the approved budget.

c. **External evaluation and data collection.** The Grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the Grantee must collect and submit certain Member data, including the total number of Members in the Program, and the number of Members by race, ethnicity, gender, age, economic background, educational level, disability classification and geographic region. The Corporation will provide forms for collecting Member data.

38. SUSPENSION OR TERMINATION OF GRANT.

a. **Suspension of the Grant.** In emergency situations, the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:

- i. Serious risk to persons or property;
- ii. Violations of Federal, State or local criminal statutes; and
- iii. Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.

b. **Termination of the Grant.** Pursuant to 45 C.F.R. §2540.400, the Corporation may terminate payments under the grant, revoke the designated Member positions, or recover Grant funds for failure to comply with applicable provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:

i. **Notice.** The Corporation will notify the Grantee by letter or telegram that it intends to terminate payments, revoke positions or recover Grant funds, either in whole or in part, unless the Grantee shows good cause why such assistance should not be terminated, revoked or recovered. In this notice, the grounds and the effective date for the proposed termination or revocation will be described. The Grantee will be given at least 7 calendar days to submit written material in opposition to the proposed action.

ii. **Right to a hearing.** The Grantee may request a hearing on a proposed termination, revocation or recovery. Upon 5 days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.

c. The Grantee may suspend or terminate assistance to a sub-Grantee, provided that such action affords the sub-Grantee, at a minimum, the notice and hearing rights set forth in the Provisions applicable to the Corporation in this section (38).

39. GRANTS POLICY GUIDANCES.

Grants Policy Guidances Nos. 1, 2 and 3, as attached, and any subsequent Grants Policy Guidances are incorporated herewith into this Agreement.

40. ORDER OF PRECEDENCE.

Should there be any inconsistency among the Cooperative Agreement Award, the AmeriCorps Special Provisions, the General Provisions, Grants Policy Guidances, and the approved Grant Application, the order of precedence that will prevail is the (1) Cooperative Agreement Award, (2) the AmeriCorps Special Provisions, (3) the General Provisions, (4) Grants Policy Guidances, and (5) the approved Grant Application.

MEETING DATE: DEC 11 1997
AGENDA NO.: C-12
ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: n/a

DEPARTMENT: Health DIVISION: Disease Prevention & Control

CONTACT: Dave Houghton* TELEPHONE #: 248-3674

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Amendment 1 to Intergovernmental Agreement 201457 with Oregon Health Sciences University to provide additional funding for the Partnership Project, a program of case management services for low-income persons living with HIV/AIDS.

12/19/97 ORIGINALS to Karen Garber

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odgers

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC - 1 PM 1:06

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

Date: November 19, 1997
To: Board of County Commissioners
Via: *[Signature]* E. Odgaard, Health Department Director
From: *[Signature]* Dave Houghton, Director, Disease Prevention and Control
Subject: Amendment #1 to Contract #201457 with Oregon Health Sciences University for case management services for persons living with HIV/AIDS

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Amendment #1 to Contract #201457 with Oregon Health Sciences University for the period from the date of execution through February 28, 1998.
- II. Background/Analysis: The Health Department receives federal funds through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act to provide health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population.

Under this agreement, OHSU receives funding to provide a case management program for low-income, HIV-positive persons who have no other source of payment. Designated the HIV Case Management Partnership Project, the program is a coalition of 12 governmental and private agencies which provide staff and resources to deliver comprehensive case management services throughout the Portland metropolitan area. Services include outreach, a range of client-centered services which link clients and their family members with appropriate levels of health and support services, and ongoing assessment of the clients' and their family members' needs and personal support systems.

This amendment provides additional funding, a portion of which will be used to expand services for Latinos, and updates the list of participating agencies. To prevent a break in service delivery, the Ryan White Title I contracts were renewed before we had received our grant award for this year. Because we received more grant funds than anticipated, we are allocating additional funds in all services categories.

This contract was awarded through RFP #P952-21-0044 in April 1995 and has been renewed annually. OHSU also receives Ryan White funds, through separate contracts, to provide dental care and medical care to low-income persons living with HIV/AIDS.

November 19, 1997
Oregon Health Sciences University
Contract #201457, Amendment #1

- III. Financial Impact: Maximum compensation is increased from \$300,000 to \$348,250. This agreement is fully funded by the Health Department's Ryan White CARE Act Title I federal grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other community agencies in the provision of health care.
- VII. Citizen Participation: Ryan White Title I funds are allocated through the local HIV Health Services Planning Council. The Council oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS, and consists of a balance of service providers, community representatives and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon and Clark County Washington; and Ryan White Title II funds for Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties. All counties participate on the various planning councils and committees, and the Health Department has contracts with the Title II counties to provide HIV case management services.

Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 201457

Previously Approved Contract Boilerplate: ☒ [X] Attached ☐ [] Not Attached

Amendment # 1

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> [] Professional Services under \$25,000</p> <p><input type="checkbox"/> [] Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> [] Expenditure</p> <p><input type="checkbox"/> [] Revenue</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> [] Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> [] PCRB Contract</p> <p><input type="checkbox"/> [] Maintenance Agreement</p> <p><input type="checkbox"/> [] Licensing Agreement</p> <p><input type="checkbox"/> [] Construction</p> <p><input type="checkbox"/> [] Grant</p> <p><input type="checkbox"/> [] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED FOR SIGNATURE BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-12</u> DATE <u>12/11/97</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
---	--	---

Department: Health Division: Disease Prevention & Control Date: 7/31/97

Contract Originator: Philip Varnum Phone: x83339 Bldg/Room: 340/2

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

HIV case management (Partnership Project) for low-income, HIV-positive persons. (Ryan White Title I funding) This amendment provides additional funding, a portion of which will be used to expand services to Latinos, and corrects the list of participating agencies.

RFP/BID #: P952-21-0044 Date of RFP/BID: April 1995 Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ [] MBE ☐ [] WBE ☐ [] QRF ☒ [X] N/A ☐ [] None

Original Contract No. 202065* (FOR RENEWALS ONLY) *Then 201766 and now 201457.

<p>Contractor: <u>Oregon Health Sciences University</u></p> <p><u>HIV Case Management Partnership Project</u></p> <p><u>3181 SW Sam Jackson Park Road</u></p> <p><u>Portland, OR 97201</u></p> <p>Phone: <u>230-1202</u> (Fax <u>230-1213</u>)</p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>Date of Execution</u></p> <p>Termination Date: <u>February 28, 1998</u></p> <p>Original Contract Amount: \$ <u>300,000</u></p> <p>Total Amt of Previous Amendments: \$ <u>0</u></p> <p>Amount of Amendment: \$ <u>48,250</u></p> <p>Total Amount of Agreement: \$ <u>348,250</u></p>	<p>Jae Douglas, Program Director (x236)</p> <p>Remittance Address (if different) _____</p> <p><u>*Add Attn: Cashier's Office L002</u></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> [] Lump Sum \$ _____</td> <td><input type="checkbox"/> [] Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> [X] Monthly \$ <u>(invoice)</u></td> <td><input type="checkbox"/> [] Net 30</td> </tr> <tr> <td><input type="checkbox"/> [] Other \$ _____</td> <td><input type="checkbox"/> [] Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> [] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> [] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []</td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> [] Lump Sum \$ _____	<input type="checkbox"/> [] Due on Receipt	<input checked="" type="checkbox"/> [X] Monthly \$ <u>(invoice)</u>	<input type="checkbox"/> [] Net 30	<input type="checkbox"/> [] Other \$ _____	<input type="checkbox"/> [] Other	<input type="checkbox"/> [] Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> [] Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []	
Payment Schedule	Terms																
<input type="checkbox"/> [] Lump Sum \$ _____	<input type="checkbox"/> [] Due on Receipt																
<input checked="" type="checkbox"/> [X] Monthly \$ <u>(invoice)</u>	<input type="checkbox"/> [] Net 30																
<input type="checkbox"/> [] Other \$ _____	<input type="checkbox"/> [] Other																
<input type="checkbox"/> [] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> [] Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> [] No <input type="checkbox"/> []																	

REQUIRED SIGNATURES:

Department Manager: Billy Olegaard Date: 11/24/97

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Ratia Gatz Date: 12/11/97

County Chair/Sheriff: Malley Main Date: 12/11/97

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

VENDOR CODE 686893A				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0324		GY03	6060		0383	Partnership Project	\$185,800	
02	156	015	0325		GY03	6060		0383	Partnership Project	\$162,450	
03											

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

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

**AMENDMENT #1 TO
MULTNOMAH COUNTY CONTRACT #201457**

THIS AMENDMENT TO CONTRACT #201457 is between MULTNOMAH COUNTY, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY, hereafter "OHSU."

WITNESSETH:

WHEREAS, COUNTY and OHSU are parties to a certain agreement dated February 27, 1997, entitled "Intergovernmental Agreement for Case Management Services for People Living with HIV/AIDS, The Partnership Project" (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2.B.1 is amended to read as follows (new language in *italics*, old language lined out):

OHSU will assure that at least 7.5 FTE of case management and resource specialist staff dedicated to working on the Partnership Project will be provided by participating agencies. Participating agencies will include, but not be limited to: OHSU, Legacy Health Systems, Ecumenical Ministries of Oregon, ~~[the Institute for Traditional Medicine,]~~ *Women's Intercommunity AIDS Resource, Sisters of Providence Health System,* the Clackamas County Health Department, the Multnomah County Health Department, the Social Security Administration, the State Senior and Disabled Services Division, the State Adult and Family Services Division, the Casey Family Program, Phoenix Rising, *Mental Health Services West, Garlington Center,* and Janus Youth Programs/Harry's Mother. OHSU will notify COUNTY of proposed changes in participating agencies and their impact on services prior to implementation.

2. Paragraph 2.B.4 is amended to read as follows (new language in *italics*, old language lined out):

Teams will be assigned to at least six agency sites including OHSU, Legacy Health Systems, ~~[Ecumenical Ministries of Oregon, the Institute for Traditional Medicine,]~~ *Women's Intercommunity AIDS Resource, Sisters of Providence Health System,* the Clackamas County Health Department and the Multnomah County Health Department. Each site will be assigned to cover one or more geographic areas in the EMA. In addition to providing services at the agency sites, if a case manager finds it in the best interest of the client, he or she will schedule client visits at a provider's office or clinic, in the client's home, at OHSU's offices, or at another mutually agreed upon location. COUNTY will be notified of additions or changes in site locations and their impact on services prior to implementation..

3. Paragraph 2.B.11 is amended to read as follows (new language in *italics*, old language lined out):

OHSU will provide comprehensive case management services for a minimum of 1,100 unduplicated clients.

- a) Services will include a minimum of 22,000 case management encounters, including an average of four face-to-face encounters per client.

b) OHSU will provide case management services for Latino/a clients in collaboration with the Virginia Garcia Memorial Health Center and Apoyo Latino, and in a community setting which best meets the needs of Latino/a clients.

4. Maximum compensation is increased from \$300,000 to \$348,250.
5. The budget attached to the original Agreement as Exhibit A is replaced by the revised budget which is attached to this Amendment as "Exhibit A - Revision #1" and herein incorporated by reference.
6. All other terms and conditions of the original Agreement remain in effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers.

OREGON HEALTH SCIENCES
UNIVERSITY

By *Daniel C. Bunnell*
for James B. Walker, Vice President,
Finance and Administration

Date 11/14/97

MULTNOMAH COUNTY

By *Beverly Stein*
Beverly Stein, Multnomah County Chair
Date December 11, 1997

By *Billi Odgaard*
Billi Odgaard, Health Department Director
Date 11/24/97

By *Philip J. Varnum*
Philip J. Varnum, Program Manager
Date NOV 24 1997

REVIEWED:

Thomas Sponsler, County Counsel for
Multnomah County, Oregon

By *Katie Gaetjens*
Katie Gaetjens, Assistant County Counsel
Date 12/11/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

EXHIBIT A - Revision #1
Oregon Health Sciences University
Budget for The Partnership Project
Case Management Services for People Living with HIV/AIDS
February 27, 1997 - February 28, 1998

Description	Amount
Total Personnel	\$292,541
Materials & Services	
Travel/Mileage/Parking	1,858
Telephone - system, line charges (8 lines), voice mail, pagers	6,529
Printing & Duplication	900
Postage	540
Educational Materials	0
Rent	18,900
Office Supplies/Software	5,092
Training/Staff Development	2,500
Advertising/Outreach	500
Programming	7,500
Equipment	6,221
Equipment Rental	5,169
Subtotal Materials & Services	55,709
Subtotal Program Support	348,250
Direct Assistance Payments/Vouchers	0
Total Funds	\$348,250
FTE	
Program Director	0.15
Social Work Case Manager	2.25
Community Case Manager	4.50
Administrative Assistant	0.90
Clerical Assistant	1.00
Total FTE	8.80

BUDGET MODIFICATION NO.

HD 11

(For Clerk's Use) Meeting Date DEC 11 1997

Agenda No. C-13

1. OR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT HealthCONTACT Kathy InnesDIVISION Neighborhood/SupportTELEPHONE 248-3056 x27027

3) OF PERSON MAKING PRESENTATION TO BOARD

Tom Fronk

SUGGESTED

AGENDA TITLE

(to assist in preparing a description for the printed agenda)

Approve personnel adjustments in FTEs in various work units reflecting changes in programs since budget approval.
Changes and additions are funded from within the current program budgets and no additional dollars are requested.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

come from? What budget is reduced? Attach additional information if you need more space.)

☒

Personnel changes are shown in detail on the attached sheet

Adds 1.5 Nutritionist and cuts 1.5 CHN in the WIC Program.

Adds .5 Office Assistant 2 and .75 Health Information Specialist 2; cuts .5 Health Educator and .18 Principal

Investigator in the STARS Program.

Adds .42 Pharmacy Tech and .1 Pharmacist.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
97 DEC - 3 PM 1:30
MULTI-JURISDICTIONAL COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Date

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**HD 11****5. ANNUALIZED PERSONNEL CHANGES**

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	ANNUALIZED			
				BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
					Fringe	Ins.	
1.00	6001	0464	Office Assistant 2	23596	4236	3246	31078
-0.50	9798	0464	Co Prin. Investigator	(23,596)	(4,236)	(3,246)	(31,078)
1.00	6018	0464	Health Inf. Spec 2	29019	5211	4667	38,897
-0.50	6352	0464	Health Educator	(18,427)	(3,309)	(451)	(22,187)
1.50	6340	0411	Nutritionist	56,971	10,232	7,461	74,664
-1.50	6315	0411	Comm. Health Nurse	(56,971)	(10,232)	(7,461)	(74,664)
0.60	6119	0820	Pharmacy Tech	(6705)	(839)	4561	(2,983)
0.20	9355	0820	Pharmacist	2970	78	(601)	2,447
							0
1.80	TOTAL CHANGE (ANNUALIZED)			\$6,857	\$1,141	\$8,176	\$16,174

6. FISCAL YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	CURRENT FY			
				BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
					Fringe	Ins.	
0.50	6001	0464	Office Assistant 2	11,798	2,118	1,623	15,539
-0.18	9798	0464	Co Prin. Investigator	(11,798)	(2,118)	(1,623)	(15,539)
0.75	6018	0464	Health Inf. Spec 2	21,753	3,906	2,900	28,559
-0.50	6352	0464	Health Educator	(18,427)	(3,309)	(451)	(22,187)
1.50	6340	0411	Nutritionist	56,971	10,232	7,461	74,664
-1.50	6315	0411	Comm. Health Nurse	(56,971)	(10,232)	(7,461)	(74,664)
0.42	6119	0820	Pharmacy Tech	(4684)	(839)	4561	(962)
0.10	9355	0820	Pharmacist	1485	78	(601)	962
1.09							
TOTAL CURRENT FISCAL YEAR CHANGES				\$127	(\$164)	\$6,409	\$6,372

EXPENDITURE												
HD 11												
TRANSACTION EB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	Increase (Decrease)	Subtotal	Description
		156	015	0464			5100			3,326		
							5200			(6,372)		
							5500			597		
							5550			2,449		
											0	
				0820			5100			(3,199)		
							5500			(761)		
							5550			3,960	0	
		400	070	7522			6580			6,409		
TOTAL EXPENDITURE CHANGE										6,409	0	
REVENUE												
TRANSACTION RB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	Increase (Decrease)	Subtotal	Description
		400	070	7522			6602		6,409	6,409		
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										6,409	0	



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

HEALTH DEPARTMENT
BUSINESS SERVICES
McCOY BUILDING
426 SW STARK
PORTLAND, OR 97204
PHONE (503) 248-3056

TO: Board of County Commissioners

FROM: Billi Odegaard

TODAY'S DATE: December 2, 1997

REQUESTED PLACEMENT DATE: Dec. 11, 1997

SUBJECT: Health Budget Modification Number 11

I. Recommendation / Action Requested:

Approve changes in FTEs in various job classes in various units in the Health Department budget. Changes are funded from within the current budget.

II. Background / Analysis:

WIC:

The change from 1.5 Community Health Nurse to 1.5 Nutritionist will enable the WIC Program to provide individualized follow-up nutrition education to high-risk clients as required by the State program. Services are provided at WIC sites and through home visits in collaboration with field teams.

STARS:

The Principal Investigator FTE is eliminated because the Oregon Health Division now does evaluation on a statewide basis, not at the County level. A half time Office Assistant was cut last year, but is being added back because of on-going clerical needs of the program. The Health Educator for the WYN program is being deleted because current staff has completed curriculum revisions. The greater need is for an additional Health Information Specialist to support both STARS and WYN.

PHARMACY:

The changes in Pharmacy reflect shifts in salary and staff since the budget was prepared.

III. Financial Impact: NA

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: NA

VII. Citizen Participation: NA

VIII. Other Government Participation:

MEETING DATE: DEC 11 1997
AGENDA NO: C-14
ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: City of Fairview Expenditure Contract For Four (4) Public Works Projects: 1) Emergency Communication System, 2) Walnut Lane Culvert, 3) 5th Street Storm Drain, and 4) Halsey Channel Bypass

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: Consent Agenda

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Iris Bell

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

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

CITY OF FAIRVIEW EXPENDITURE CONTRACT FOR FOUR (4) PUBLIC WORKS PROJECTS:
1) EMERGENCY COMMUNICATION SYSTEM, 2) WALNUT LANE CULVERT, 3) 5TH STREET
STORM DRAIN, AND 4) HALSEY CHANNEL BYPASS

12/11/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

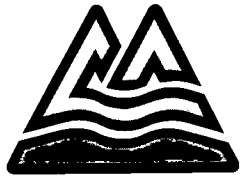
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC -4 PM 12:50

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: November 17, 1997

SUBJECT: Intergovernmental Agreement with City of Fairview #102778

I. **Retroactive Statute:** This Intergovernmental Agreement is retroactive to November 1, 1997. It was pending negotiation with the City of Fairview.

II. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the attached contract with the City of Fairview for the period November 1, 1997 through October 31, 1999.

III. **Background/Analysis:** The Department of Community and Family Services proposes funding the following public works projects: 1) Emergency Communication System \$38,861 2) Walnut Lane Culvert, \$61,520, 3) 5th Street Storm Drain, \$39,443, and 4) Halsey Channel Bypass, \$42,136.

IV. **Financial Impact:** Funding provided in this agreement is from federal Community Development Block Grant funds to the projects and is included in the Department budget.

V. **Legal Issues:** None

VI. **Controversial Issues:** None

VII. **Link to Current County Policies:** These public works projects are consistent with the Multnomah County benchmark on increasing government per capita spending in this area. These projects are also consistent with funding policies developed through the Policy Advisory Board.

VIII. **Citizen Participation:** Project selection process involves public hearings.

IX. **Other Government Participation:** Funds come from the federal government and will be contracted with the City of Fairview.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # **102778**

Prior-Approved Contract Boilerplate: ☒ Attached; ☐ Not Attached

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-14 DATE 12/11/97 DEB BOGSTAD BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: November 17, 1997

Administrative Contact: Patty Doyle

Phone: 248-3691 ext 24418

Bldg/Room 166/7th

Description of Contract: **Purchases four Public Works Projects: 1) Emergency Communication System, 2) Walnut Lane Culvert, 3) 5th Street Storm Drain, and 4) Halsey Channel Bypass**

RFP/BID #: CDBG Application Date of RFP/BID: 1)1997/98 2)1994/95 3)1995/96 4)1996/97

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. _____ (Only for Original Renewals)

<p>Contractor Name: City of Fairview Mailing Address: P. O. Box337 Fairview, OR 97024 Phone: (503) 665-7929 Employer ID# or SS#: 93-6002161 Effective Date: November 1, 1997 Termination Date: October 31, 1999 Original Contract Amount: \$ Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$ Requirements (see column on right)</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"> <input checked="" type="checkbox"/> Requirements <table style="width:100%;"> <tr> <td>1) Emer. Comm.</td> <td>Not to Exceed \$38,861</td> </tr> <tr> <td>2) Walnut Lane</td> <td>Not to Exceed \$61,520</td> </tr> <tr> <td>3) 5th Street Storm</td> <td>Not to Exceed \$39,443</td> </tr> <tr> <td>4) Halsey Bypass</td> <td>Not to Exceed \$42,136</td> </tr> </table> </td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements <table style="width:100%;"> <tr> <td>1) Emer. Comm.</td> <td>Not to Exceed \$38,861</td> </tr> <tr> <td>2) Walnut Lane</td> <td>Not to Exceed \$61,520</td> </tr> <tr> <td>3) 5th Street Storm</td> <td>Not to Exceed \$39,443</td> </tr> <tr> <td>4) Halsey Bypass</td> <td>Not to Exceed \$42,136</td> </tr> </table>		1) Emer. Comm.	Not to Exceed \$38,861	2) Walnut Lane	Not to Exceed \$61,520	3) 5th Street Storm	Not to Exceed \$39,443	4) Halsey Bypass	Not to Exceed \$42,136	Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																									

REQUIRED SIGNATURES:

Department Manager: *Volenzo Pol / sec* Date: 11/17/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Gantz* Date: 12/4/97

County Chair/Sheriff: *Melvin K. Davis* Date: 12/11/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE GV5181B				VENDOR NAME City of Fairview				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

\\cfsd-fs3\vol2\admin\ceu\contract.98\fair98.caf

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : CITY OF FAIRVIEW

Vendor Code : GV5181B

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 102778

Page 1 of 1
11/17/97

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
53	156	010	1205	H44C	6060	9407F 14.218	CD CDBG FFY 95 CD 5th Street Storm Drain	Requirements		Requirement	\$39,443.00
54	156	010	1205	H44L	6060	9408F 14.218	CD CDBG FFY 96 CD Halsey Channel Bypass	Requirements		Requirement	\$42,136.00
51	156	010	1205	H44N	6060	9418F 14.218	CD CDBG FFY 97 CD Emergency Comm System	Requirements		Requirement	\$38,861.00
55	156	010	1205	H44W	6060	9406F 14.218	CD CDBG FFY 94 CD Walnut Lane Culvert	Requirements		Requirement	\$61,520.00
TOTAL								\$0.00	\$0.00	\$0.00	\$181,960.00

INTERGOVERNMENTAL AGREEMENT

#102778

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

City of Fairview
P. O. Box 337
Fairview, OR 97024
(503) 665-7929

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:

- a. **Emergency Communication System:** Purchase portable radio equipment 800 mhz radios compatible with area-wide emergency system equipment) and train City staff in its use for emergency situations.
- b. **Walnut Lane Culvert Replacement:** Replace undersized culvert at Walnut Lane in Fairview Creek.
- c. **5th Street Storm Drain:** Construct a storm drain which will serve the area on Fifth Street between Main Street and Depot Street to relieve localized flooding.
- d. **Halsey Channel Bypass:** Construct an approximate 300 L.F. high flow bypass channel in Fairview Creek at the Halsey Street crossing. The diversion pipe will divert flows from the creek upstream from a low/moderate income mobile home neighborhood.

2. **COMPENSATION:**

- | | |
|---|----------|
| a. Emergency Communication System: | \$38,861 |
| b. Walnut Lane Culvert: | \$61,520 |
| c. 5th Street Storm Drain: | \$39,443 |
| d. Halsey Channel Bypass: | \$42,136 |

Each project will be reimbursed on a per invoice/cost reimbursement basis. Invoices must be submitted to:
Multnomah County Department of Community and Family Services,
Community Development Program, Karen Jones Whittle
421 SW 6th Avenue, Suite 500
Portland, OR 97204

3. **TERM.** The CONTRACTOR'S services will begin on November 1, 1997 and terminate when completed but no later than October 31, 1999.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, Intergovernmental Agreement, Conditions of Intergovernmental Contract, Program General Conditions: Community Development Services, and Exhibit A.

MULTNOMAH COUNTY, OREGON

CITY OF FAIRVIEW

BY Wenzel Pae/ste 11/17/97 BY _____
Director, Dept of Community & Family Svcs Date Title Date

BY Beverly Stein 12/11/97
Beverly Stein, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 12/4/97
Katie Gaetjens, Asst. Co. Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-14 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO.102778
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and City of Fairview, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient 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 contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against

them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective December 7, 1995 is \$44,400 for a family of four.

2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

Kurti Dargatzis 4/18/96

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : CITY OF FAIRVIEW

Vendor Code: GV5181B

Contractor Address :

300 HARRISON ST
FAIRVIEW OR 97024

Telephone : 665-7929

Fiscal Year : 97/98

Federal ID # : 93-6002161

Program Office Name : DCAD Community & Neighborhood Improvements

Service Element Name : CD 5th Street Storm Drain (H44C)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req'ts
								Req'ts
Total								

Service Element Name : CD Halsey Channel Bypass (H44L)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req'ts
								Req'ts
Total								

Service Element Name : CD Emergency Comm System (H44N)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req'ts
								Req'ts
Total								

Service Element Name : CD Walnut Lane Culvert (H44W)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	10/31/99	Per Invoice	Cost Reimbursement				Req'ts
								Req'ts
Total								

MEETING DATE: DEC 11 1997
AGENDA NO: C-15
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland, Energy Office
for weatherization services to low income households

BOARD BRIEFING: **DATE REQUESTED:** _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: **DATE REQUESTED:** _____
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Community and Family Services **DIVISION:** _____

CONTACT: Lorenzo Poe **TELEPHONE #:** 248-3691
BLDG/ROOM #: 1667th

PERSON(S) MAKING PRESENTATION: Consent

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement with City of Portland, Energy Office, \$117,000

12/11/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 DEC - 1 PM 1:00
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: November 25, 1997

SUBJECT: Intergovernmental Revenue Agreement with City of Portland, Energy Office

I. Retroactive Statute: This agreement is retroactive to November 1, 1997. It was received by the County November 17, 1997.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioners approval of this intergovernmental revenue agreement with the City of Portland, Energy Office, for the period November 1, 1997 through October 31, 1998.

III. Background/Analysis: The Department of Community and Family Services has received an annual renewal revenue contract from the City of Portland, Energy Office, which funds Block-By-Block Weatherization services for low income residents of City-designated neighborhoods. The Department's Community Action/Weatherization Program staff conduct these block-by-block services.

IV. Financial Impact: This revenue agreement is for \$117,000. Funds are included in the County budget at a level of \$120,000. A Budget Modification is being prepared to reflect revenue of \$117,000.

V. Legal Issues: None

VI. Controversial Issues: None

VII. Link to Current County Policies: The weatherization services support County policies to make housing affordable to low income people and to promote healthy, stable communities by improving the housing stock.

VIII. Citizen Participation: The County's Weatherization Program is under the jurisdiction of the Community Action Commission.

IX. Other Government Participation: This revenue contract reflects a long standing cooperative relationship between the City's Energy Office and the County's Low Income Weatherization Program, to make the best use of available resources.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract #102858

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Architectural & Engineering under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> Architectural & Engineering over \$50,000 <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-15 DATE 12/11/97 DEB BOGSTAD BOARD CLERK </div>

Department: Community & Family Services
 Originator: Cilla Murray
 Administrative Contact: Patty Doyle
 Description of Contract: _____

Division: _____
 Phone: 248-3999 ext 28403
 Phone: 248-3691 ext 24418

Date: November 19, 1997
 Bldg/Room 166/5th
 Bldg/Room 166/7th

Revenue Agreement supporting Block By Block Weatherization program

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None *check all that apply*
 Original Contract No. _____ (Only for Original Renewals)

Contractor Name: City of Portland, Energy Office Mailing Address: 1211 SW Fifth, Suite 1170 Portland, OR 97204 Phone: (503)823-7582 Employer ID# or SS#: _____ Effective Date: November 1, 1997 Termination Date: October 31, 1998 Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: Requirements	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ 117,000</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ 117,000		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:
 Department Manager: *Lorenzo Pae*
 Purchasing Director: _____
 (Class II Contracts Only)
 County Counsel: *Katie Gatz*
 County Chair/Sheriff: *Wally Brown*
 Contract Administration: _____
 (Class I, Class II Contracts Only)

Date: 11/25/97
 Date: _____
 Date: 12/1/97
 Date: 12/11/97
 Date: _____

VENDOR CODE GV5554A				VENDOR NAME City of Portland, Energy Office				TOTAL AMOUNT: \$117,000 Requirements			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG.	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
1	156	010	1280			2798		9206			

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

City Of Portland
Block-By-Block Weatherization Program
1997-98

INTERGOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the CITY OF PORTLAND, OREGON (City) and MULTNOMAH COUNTY DEPT. OF COMMUNITY AND FAMILY SERVICES, OFFICE FOR COMMUNITY ACTION AND DEVELOPMENT (Contractor).

RECITALS:

The purpose of this Agreement is to assist the Portland Energy Office with implementation of the 1997-98 Block-By-Block (BBB) Weatherization Program by providing energy audits, blower door test, weatherization, air leakage control, and inspection services for qualified homes and also to apply for and collect weatherization rebates resulting from the work performed, in accordance with this Agreement.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

- (a) The Contractor shall provide services specifically to the Energy Office. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services set out in Exhibit A - Scope Of Work, Exhibit B - Schedule For Contractor Services, And Exhibit C - Budget.

- (b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

Refer to Exhibit B - Schedule For Contractor Services.

2. SCOPE OF CITY SERVICES

- (a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out below:

- (1) Provide completed applications from eligible households.
- (2) Make program policy decisions and provide overall program direction. Prioritize energy efficiency measures to be installed, jointly determine audit methodology and cost effective criteria, goals for numbers of completed jobs.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

- (1) Begin providing completed applications following the first Fix-it Fair.
- (2) In sufficient numbers to meet the audit and installation schedule set out in Exhibit B - Schedule For Contractor Services.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay Multnomah County Community Action Program Office up to \$117,000 as compensation for these services. The budget is set out in Exhibit C - Budget..

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Billings shall be accompanied by supporting documentation. The City shall pay the billed amount within thirty (30) days provided the project manager has certified the billing and documentation as complete and valid.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of November 1, 1997 and shall terminate as of October 31, 1998.

6. EARLY TERMINATION OF AGREEMENT

- (a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) This contract may be terminated by either party by 30 days written notice to the other party.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent

to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

- (a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, provided for in section 8 (a), REMEDIES.
- (d) In the event of early termination all Contractor's work product will become and remain property of the City.

8. REMEDIES

- (a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, 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 under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City and the Contractor under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach shall not be exclusive. The City and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

9. CITY PROJECT MANAGER

- (a) The City Project Manager shall be David Tooze or such other person as shall be designated in writing by the director of the Portland Energy Office.
- (b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

- (a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- (b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

- (a) This Agreement shall be construed according to the law of the State of Oregon.
- (b) 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 District of Oregon.

12. 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 (3) years from the date of completion or termination of this Agreement. If after three years the Contractor desires to destroy weatherization job files, the Contractor shall notify the Program Manager for transfer to the City.

13. AUDIT OF PAYMENTS

- (a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by section 12, MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

14. INDEMNIFICATION

The Contractor agrees to hold and save harmless and defend the City, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the Contractor, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

The City agrees to hold and save harmless and defend the Contractor, its officers, agents and employees, against all suits, actions or claims of any character arising out of the acts or omissions of the City, or its officers, agents or employees, in carrying out the terms of this agreement, subject to the limitations and conditions of the Oregon Tort Act, ORS 30.260 et seq., and the Oregon Constitution, Article XI, Section 9.

15. LIABILITY INSURANCE

- (a) 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, and \$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 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 the Agreement.
- (b) In the alternative to maintaining public liability and property damage insurance, Contractor may self-insure. The Contractor's self-insurance shall provide the same amount of protection for the Contractor and the City, its officers, agents and employees as otherwise required under this section. The Contractor shall provide

the City with a statement regarding the status of its self-insurance program.

16. WORKERS' COMPENSATION INSURANCE

The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

17. SUBCONTRACTING

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. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

19. INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- (b) The Contractor, its subcontractors, and their 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.

20. BREACH OF AGREEMENT

- (a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.
- (b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

21. OWNERSHIP OF DOCUMENTS

- (a) All work the Contractor performs under this Agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.
- (b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section, subject to the following exceptions:

None

- (c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

22. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Portland Energy Office
1211 S.W. Fifth Avenue, Suite 1170
Portland, Oregon 97204

If to the Contractor: Multnomah County
Dept. of Community and Family Services
Office for Community Action and Development
421 SW 6th Avenue, Suite 500
Portland, Oregon 97204

23. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

24. AMENDMENTS

- (a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- (b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

25. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

For the reporting month and year-to-date report: (1) the number of houses audited, (2) the number of houses having had air infiltration work, (3) the number of houses having a major measure installed, (4) the cost of air infiltration and insulation, (5) the contractor, (6) the serving utility, (7) rebates applied for, and (8) rebates received.

26. INTEGRATION

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

27. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

28. PROHIBITED INTEREST

- (a) 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.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

29. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

30. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

31. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 16, WORKERS' COMPENSATION INSURANCE; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

32. ADDITIONAL PROVISIONS

None

CONTRACTOR: Multnomah County, Oregon,
Department Of Community And Family Services,
Office For Community Action And Development.

By: *Lorenz P. ...* Date: 11/25/97
Dept. of Community and Family Services, Director

By: *Marilyn ...* Date: December 11, 1997
Multnomah County Chair

Reviewed: Multnomah County Counsel

By: *Kate ...* Date: 12/1/97
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 12/11/97
DEB BOGSTAD
BOARD CLERK

CITY OF PORTLAND

By: _____ Date: _____
Portland City Commissioner

By: _____ Date: _____
City Auditor

Approved as to form:

By: _____ Date: _____
City Attorney

City Of Portland
Block-By-Block Weatherization Program
1997-98

Exhibit A
SCOPE OF CONTRACTOR SERVICES

For Multnomah County, Oregon
Department of Community and Family Services
Office for Community Action and Development (OCAD)

The Block-By-Block (BBB) Weatherization Program is a City of Portland funded, neighborhood-based conservation program providing free air sealing and insulation work in low income homes. This program will be marketed to lower income households by partnering with neighborhood associations and neighborhood coalition offices.

Two "Fix-it Fairs" will be held (December 6 and February 7) to help residents learn about a variety of home improvement topics including energy savings, buying a new furnace, home security, home repair and improvement, fire safety, water conservation and other fix-it subjects. Do-it-yourself weatherization kits will be distributed at energy efficiency workshops offered at each fair. Qualifying lower income households can sign-up for free insulation services through Block-By-Block. These residents will receive in-home education and an energy audit to identify cost effective weatherization work which is installed licensed contractors or Multnomah County staff.

Multnomah County, Department of Community and Family Services, Office for Community Action and Development (OCAD) will perform energy audits to identify measures to be paid for by BBB and select, schedule and pay contractors to perform the work. OCAD will provide in-home energy education, job inspections, submit applications for utility and state weatherization rebates and report to the City Energy Office.

The contractor shall perform the following.

1. Receive Block-By-Block application from the Portland Energy Office, entering names into a client database. The Energy Office will deliver approximately 100 qualified participant names. These will be added to the existing BBB waiting list and serviced on a first come first served basis, unless otherwise directed. If during the contract period, it appears that additional qualified enrollments will be needed to meet the goal to weatherize 110 homes, OCAD will notify the Energy Office.

2. Provide qualified Energy Auditors sufficient to complete energy audits in a timely manner.
3. Contact each BBB participant to schedule and perform a "Home Energy Visit" on each home enrolled. The "Home Energy Visit" has two major components, including A) a weatherization audit, and B) in-home energy education.

A. Weatherization Audit.

- (1) This weatherization/energy audit shall be a "short form" assessment with a level of detail to meet minimum requirements of the BBB audit approved for use by State of Oregon and utility programs. Audit methodology, procedures and priority of measures will be jointly agreed upon by OCAD and the Energy Office. The weatherization program WXEOR is pre-approved for use by OCAD on BBB jobs.

The purpose of the audit is to prioritize and identify the most cost effective insulation and/or oil furnace measures to be installed, keeping in mind that the objective of BBB is to provide one major conservation measure and air infiltration work at a job cost of about \$900. OCAD and the Energy Office have jointly created a priority list stating which measures will be recommended and under which circumstances. The priority list will be revised as needed.

- (2) When a natural gas or oil furnace is present, perform an efficiency test determining net exhaust gas temperature, smoke spot, O₂ and CO percentages, and steady state furnace efficiency. Also perform a combustion safety test. The auditor shall include in the audit report their recommendation to (a) tune the furnace, (b) install a flame retention burner and/or fire box liner, (c) power vacuum the fire box, (d) clean the oil tank, (e) refer this customer to OCAD's program for furnace replacement if eligible and if funds are available, or (f) recommend no action. Furnace tune-ups will be offered along with one insulation measure. Oil burner replacement will be considered a major measure by itself.
- (3) Perform a blower door air leakage test, recording the results, and identifying major infiltration points to be sealed by a subcontractor, or County staff, if an insulation measure is installed.

- (4) Recognizing (a) that many BBB households are also eligible for services under federally funded weatherization programs and (b) that service under OCAD a home usually receives full insulation services rather than one major insulation measure, some BBB jobs may be transferred or "rolled-over" for service under OCAD's county-wide program. The number of BBB homes rolled over, and the type of rollover, will be mutually agreed on by city and county program managers.

There will be two categories of BBB rollover homes. The first category is "full-pay rollovers", meaning OCAD will fully weatherize the home without charge to BBB.

The second category is a "shared rollover", meaning BBB will pay for one major measure and OCAD will complete the weatherization package with funding under the county-wide program. In the case of shared rollovers, any utility rebates will be split between BBB and the county based on the percentage of weatherization dollars spent by each agency.

B. In-Home Energy Education.

- (1) OCAD staff, as part of the Home Energy Visit, will meet with members of the household to discuss energy use in the home. The objectives of this visit will be to (a) review what uses account for most of the cost of energy, i.e. space heat and hot water, (b) identify actions that household members can take to reduce use, and (c) to enlist a written commitment from the resident to follow through on their Energy Action Plan. Follow-up will include mailing a postcard reminding the customer of their commitment approximately ten days after the home visit. The targeted time for the energy education component is 30 minutes.
 - (2) The Energy Office has worked jointly with OCAD to develop the In-Home Education Procedure, and produce supporting materials. These will be revised as needed.
 - (3) At the discretion of the energy auditor, the auditor may turn down the thermostat setting on water heaters.
4. Select contractor(s), schedule and pay for major measure work on approximately 110 homes as recommended and prioritized in the energy audit report. Standards for work performance shall comply with the most

recent edition of Multnomah County's Weatherization Specifications. For wall insulation, OCAD will require use of dense fill cellulose application for walls, (or an alternative only if approved by the Energy Office), with a maximum voided area of five percent. Charges for subcontractor services shall be based upon a predetermined pricing schedule developed by OCAD for use in their state funded weatherization program. The target for average subcontractor cost is \$900 per home.

At the option of the OCAD, major measure and air sealing work may be performed by Multnomah County installers and/or OCAD jobs training personnel. Inspections will be required for all jobs performed by training crews.

5. Billing to the Block-By-Block program for this weatherization work will be made using a price schedule similar to the one developed for private sector contractors.
6. Conduct post work inspections on at least 75 percent of the homes weatherized. In general, wall and attic insulation will receive first priority for scheduling inspections with burner replacement having less importance. Infrared scan inspection of wall insulation is desirable, and should be used when equipment is available to determine if the work meets the five percent maximum voided area standard. The inspection call will also include a blower test when insulation measures are installed. Complete inspections within 10 working days of receipt of contractor invoices.
7. Complete all necessary documentation, and apply for all weatherization rebates and administrative reimbursement from the Oregon Office of Energy, Northwest Natural, Portland General Electric Co., and Pacific Power and Light Co. for all completed weatherization jobs. All applications and supporting paperwork should be submitted by OCAD in a timely manner. Utility and state rebates shall be collected, documented and applied directly to weatherization costs of BBB. This years program budget anticipates receipt of \$25,000 in rebates and administrative reimbursement.
8. Carryover to the 1997-98 BBB weatherization budget any rebates applied for and/or collected but not spent on BBB jobs in previous years. This years budget, Exhibit C, notes approximately \$2,500 in carryover rebates (collection is pending) to be used for direct weatherization work this year. Similarly, any unspent rebates from this years contract will be transferred to the 1998-99 Block-By-Block Program or returned to the Energy Office.

Page 5. Block-By-Block Program. Exhibit A: Scope of Contractor Services.

9. Keep accurate records on the work performed and the corresponding cost, and provide monthly reports as set out in Section 25, Progress Reports.
10. Maintain a client/job database, and use the database for monthly and final reports.
11. Produce a final report, both written and in data base form. Include name, address, utility, cost of work, rebate amount for each job, and a brief narrative discussing program problems, strengths, and recommendations for improvement. Include statistics on type of space heat, utility, household income, breakdown of measures installed, blower door readings, etc.
12. The City desires to encourage the development of stronger economic bases in the neighborhoods served by BBB, as well as a qualified and experienced labor pool. If private contractors are used for the performance of weatherization services, OCAD shall consider this goal. When possible, preference in selecting contractors shall be given to residents of and businesses located in this years participating neighborhoods. Additionally, small disadvantaged businesses with previous weatherization experience should be used, when possible.

City Of Portland
Block-By-Block Weatherization Program
1997-98

Exhibit B
SCHEDULE FOR CONTRACTOR SERVICES

For Multnomah County, Oregon
Department of Community and Family Services
Office for Community Action and Development (OCAD)

- | | |
|--|--------------------------------------|
| 1. Contract begins. | November 1, 1997 |
| 2. Two Fix-it Fairs are produced by the Energy Office and neighborhood associations. | December 6, 1997
February 7, 1998 |
| 3. Begin home energy visits.
The schedule for completion is: | November 1, 1997 |
| • 50 completed by | December 31, 1997 |
| • 100 completed by | February 28, 1998 |
| • all completed by | April 30, 1998 |
| 4. Assign and complete all weatherization work within 60 days of the audit/infiltration date.
The schedule for completion is: | |
| • 30 completed by | December 31, 1997 |
| • 60 completed by | February 28, 1998 |
| • 90 completed by | April 30, 1998 |
| • 110 completed by | July 31, 1998 |
| 5. Complete inspections on 75 percent of the houses. Perform inspections within two weeks of receiving contractor invoice. | On-going |
| 6. Complete applications for utility and state rebates on all jobs. | On-going |
| 7. Contract ends. | October 31, 1998 |
| 8. Submit final billing to Energy Office. | October 31, 1998 |
| 9. Submit final report. | October 31, 1998 |

City Of Portland
Block-By-Block Weatherization Program
1997-98

Exhibit C
BUDGET FOR CONTRACTOR SERVICES

For Multnomah County, Oregon
Department of Community and Family Services
Office for Community Action and Development (OCAD)

1. Supplies, transportation, office space, and all additional non-personnel expenses to perform the Scope of Work. Perform energy audits and home education visits on all applications delivered to OCAD, post-job inspections, maintain the BBB data base, select, supervise and pay sub-contractors, produce monthly and final reports, and apply for and process weatherization rebates. \$28,000

2. Provide insulation and weatherization services for approximately 125 houses. Qualified subcontractors will perform the major measure insulation work as identified and directed in the energy analysis.

This budget item will increase beyond \$89,000 as OCAD applies for and collects utility and state rebates and administrative reimbursements for this and previous years work. (see Rebate Budget on the following page)

+89,000

SUB-TOTAL: City Direct Funding **\$117,000**

3. In addition to the contract budget, a rebate budget of \$50,000 is included (see the following page for details). This represents our best estimate of weatherization rebates to be collected under utility and state rebates and administrative reimbursements for this and previous years work. In no case shall the contractor spend rebate funds prior to receipt from utilities and the state.

(Therefore the combined weatherization rebate budget is \$2,500 carry-over, plus \$25,000 new =\$27,500)

\$27,500

GRAND TOTAL **\$144,500**

**REBATE BUDGET
1997-98**

In addition to the above contracted budget, OCAD will collect rebates and administrative reimbursements from utilities and State weatherization programs for work performed. When collected, current year rebates will be combined with rebates carried over from 1996-97 to be used only for direct weatherization, and will be used after funds in this year's budget for weatherization (item 2, previous page) are expended. If the rebates are not spent in this fiscal year, they will be carried over into next year's Block-By-Block program or returned to the Energy Office. The following is an accounting of the source of rebate funds to be used as a supplement to the \$89,000 budgeted for weatherization (item 2, previous page) on the current year's program.

- | | | |
|--|--|----------------|
| 1. | Rebates carried over from 1995-96. | \$0 |
| | | |
| 2. | 1996-97 Rebates. As of November 6, 1997 about \$24,000 in utility rebates have been collected for BBB in 1996-97. Most of these rebates have been used to weatherize homes as specified in the BBB Intergovernmental Agreement. As of November 6, 1997, the rebate account balance is \$1,500 with an additional \$2,500 in rebates applied for but not yet received. For budget purposes, we are estimating \$1,000 will be recovered. Therefore, the total carry-over rebate budget from 1996-97 will be estimated at \$2,500. | \$2,500 |
| | | |
| When a final accounting is completed, the rebates will be carried into the 1997-98 budget for direct weatherization. | | |
| | | |
| 2. | Estimated of rebates to be collected on jobs weatherized during this current (1997-98) BBB Program. | <u>+25,000</u> |
| REBATE TOTAL (estimated) | | \$27,500 |

MEETING DATE: DEC 11 1997

AGENDA NO: C-16

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to former Owner, PAUL L. KNODER.

Deed D981532 and Board Order attached.

12/19/97 ORIGINAL Deed & copies of ALL
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT
MANAGER: _____

K. A. Tuneberg L. E. Nichols

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC -3 PM 4:50
MULTNOMAH COUNTY
OREGON

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Authorizing Execution of Deed D981532 for Repurchase of Tax Foreclosed Property to Former Owner PAUL L. KNODER)))))	ORDER 97- 209
---	-----------------------	-------------------------

WHEREAS Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that PAUL L. KNODER is the former record owner thereof, and

WHEREAS the above former owner has applied to the County to repurchase said property for the amount of \$17,113.69, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

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

LOT 16, BLOCK 9, ELMHURST, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 11th day of December, 1997.



**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By 
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D981532

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

LOT 16, BLOCK 9, ELMHURST, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$17,113.69.

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

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

PAUL L. KNODER
2032 NE 53RD AVE
PORTLAND OR 97213-2746

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11th day of December, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



REVIEWED:
Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathy Tuneberg, Director
Tax Collection/Records Management

By 
Kathleen A. Tuneberg

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

STATE OF OREGON

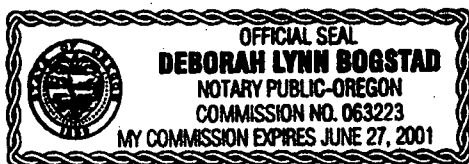
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 11th day of December, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: DEC 11 1997

AGENDA NO: C-17

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to former Owner, CITY OF PORTLAND.

Deed D981533 and Board Order attached.

12/19/97 ORIGINAL DEED & COPIES OF ALL
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

OR
DEPARTMENT
MANAGER: K. A. Tuneberg

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

97 DEC -3 PM 4:50
MILTONIAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS
12/95

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Authorizing Execution of Deed D981533
for Repurchase of Tax Foreclosed Property
to Former Owner
CITY OF PORTLAND

)
)
)
)
)
ORDER
97- 210

WHEREAS Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CITY OF PORTLAND is the former record owner thereof, and

WHEREAS the above former owner has applied to the County to repurchase said property for the amount of \$110.85, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that said property be sold to said former owner.

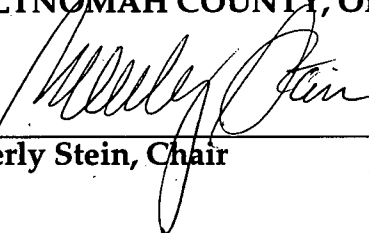
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT "A".

Dated this 11th day of December, 1997.



**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By 
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

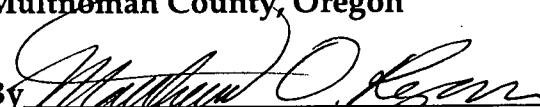
By 
Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

A tract of land in Multnomah County, State of Oregon, located in the South East quarter of the South East quarter of Section 9, Township 1 South, Range 1 East of the Willamette Meridian described as follows:

The East 1 foot of the South 57 feet of the part of SW 6th Avenue vacated by the City of Portland by Ordinance 143125 recorded on January 27, 1977 in Book 1165 on Page 1247, Multnomah County deed records.

(Assessor's acct R66910-6050)

DEED D981533

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

AS DESCRIBED IN ATTACHED EXHIBIT "A".

The true and actual consideration paid for this transfer, stated in terms of dollars is \$110.85.

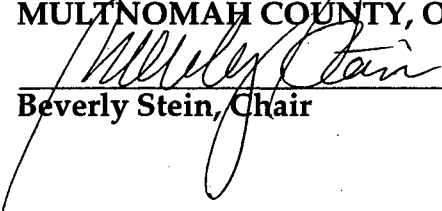
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

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

CITY OF PORTLAND
OFFICE OF TRANSPORTATION
1220 SW 5TH AVE STE 1204
PORTLAND OR 97205

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11th day of December, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathy Tuneberg, Director
Tax Collection/Records Management

By 
Kathleen A. Tuneberg

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

EXHIBIT "A"

A tract of land in Multnomah County, State of Oregon, located in the South East quarter of the South East quarter of Section 9, Township 1 South, Range 1 East of the Willamette Meridian described as follows:

The East 1 foot of the South 57 feet of the part of SW 6th Avenue vacated by the City of Portland by Ordinance 143125 recorded on January 27, 1977 in Book 1165 on Page 1247, Multnomah County deed records.

(Assessor's acct R66910-6050)

STATE OF OREGON

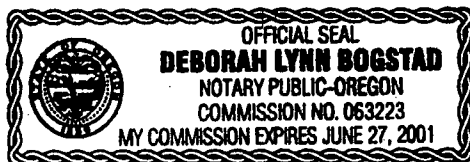
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 11th day of December, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

BUDGET MODIFICATION NO. DCJ 5

DEC 11 1997

C-18

[For Clerk's Use] Meeting Date _____

Agenda # _____

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

DEPARTMENT: Community Justice
CONTACT: Meganne Steele

DIVISION: Counseling/Court Services
Telephone: 248-3961

*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Consent Calendar

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Department of Community Justice Budget Modification # DCJ 5 Adds \$13,800 Washington County Revenue To The Save Our Youth Program To Fund 3 Program Cycles For Washington County youth.

ESTIMATED TIME NEEDED ON THE AGENDA: N/A

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 increased or reduced? Attach additional information if you need more space].
Personnel changes are shown in detail on the attached. N/A

This budget modification increases the Counseling/Court Services Division's Save Our Youth Federal/State program budget by \$13,800, budgeted as follows: \$8,247 Professional Services for facilitators, translators and child care; \$4,599 for personnel overtime; \$246 for staff Local Travel mileage reimbursement; and \$708 Indirect cost. This budget covers the expenses to provide three 4-session program cycles in Washington County. The Indirect Cost increases Contingency by \$708.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Increases Fund 156's Revenue Code 2777 by \$13,800.
- Increases service reimbursement to Insurance by \$94.
- Increases general fund contingency by \$708 Indirect Cost.

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

Contingency before this modification [as of _____ \$ _____]
[Specify Fund] [Date]

After this modification \$ _____

<u>Theresa E. Eganey</u>	<u>10/23/97</u>	<u>B. Morris</u>	<u>10/28/97</u>
[Originated By]	[Date]	[Department Manager]	[Date]
<u>Nehemiah</u>	<u>12/01/97</u>	<u>John</u>	<u>10/31/97</u>
[Finance/Budget]	[Date]	[Employee Relations]	[Date]
<u>Deborah C. Baister</u>	<u>12/11/97</u>		
[Board Approval]	[Date]		

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC - 2 PM 12:47

DOCUMENT NUMBER: ACTION:

[illegible]

				REPT	REV	CURR	REV			
FUND	AGCY	ORG	ACT	CATEG	SO.	AMT	AMT	CHANGE	TOTAL	DESCRIPTION
156	22	2740		WSOY	2777			13,800	13,800	Washington County
400	70	7520			6602			94	94	Insurance
100	75	7410			6602			708	708	Indirect
								14,602	14,602	TOTAL REVENUE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Meganne Steele *MS*
Department of Community Justice

DATE: November 3, 1997

SUBJECT: REQUEST FOR DCJ #5 BUDGET MODIFICATION APPROVAL

- I. RECOMMENDATION/ACTION REQUESTED: Approve budget modification # DCJ 5 for the Multnomah County Department of Community Justice (DCJ) to add \$13,800 Washington County revenue to the Save Our Youth program.
- II. BACKGROUND/ANALYSIS: Last year, the Department of Community Justice provided several cycles of its Save Our Youth violence prevention and weapons intervention program in Washington County to youth referred by the Washington County Juvenile Department. This revenue continues that effort and funds three 4-session program cycles to Washington County youth at a cost of \$4,600/cycle. This budget modification accompanies the Intergovernmental Revenue agreement Contract #700338 between Washington County Juvenile Department and DCJ.
- III. FINANCIAL IMPACT: See attached budget modification. This is the second year in which the Department of Community Justice has provided Save Our Youth program services to Washington County youth. We expect to continue this service and to receive Washington County revenue for such service in FY98-99.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: N/A
- VI. LINK TO CURRENT COUNTY POLICIES: Partnership/collaboration with other county agency.
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENT PARTICIPATION: Partnership with adjacent county.

BUDGET MODIFICATION NO. DCJ 7

[For Clerk's Use] Meeting Date _____

DEC 11 1997

C-19

Agenda # _____

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

DEPARTMENT: Community Justice
CONTACT: Meganne SteeleDIVISION: Counseling/Court Services
Telephone: 248-3961

*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Consent Calendar

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Department of Community Justice Budget Modification # DCJ 7 Adds \$50,000 Federal Weed & Seed Grant Revenue To Fund The Conflict Resolution Program.

ESTIMATED TIME NEEDED ON THE AGENDA: N/A

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 increased or reduced? Attach additional information if you need more space].
Personnel changes are shown in detail on the attached. N/A

This budget modification increases the Counseling/Court Services Division's Federal/State revenue by \$50,000 to fund \$49,652 contracted services for the Conflict Resolution program and \$348 associated Indirect Cost for a 12-month period. The funds are effective October 1, 1997. Therefore, it is anticipated that \$12,500 will be carried forward to FY98-99.

3. **REVENUE IMPACT** [Explain revenues being changed and the reason for the change]

- Increases Fund 156's Revenue Code 2104 by \$50,000.
- Increases Contingency by \$348 Indirect Cost.

4. **CONTINGENCY STATUS** [to be completed by Finance/Budget]

Contingency before this modification [as of _____ S _____]
[Specify Fund] [Date]

After this modification S _____

<u>Paul H. Egan</u> [Originated By]	<u>11/20/97</u> [Date]	<u>B. Morris</u> [Department Manager]	<u>11/20/97</u> [Date]
<u>[Signature]</u> [Finance/Budget]	<u>12/01/97</u> [Date]	<u>[Signature]</u> [Employee Relations]	<u>[Signature]</u> [Date]
<u>Deborah L. Boester</u> [Board Approval]	<u>12/11/97</u> [Date]		

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC - 2 PM 12:47

DOCUMENT NUMBER: **ACTION:**

[illegible]

				REPT	REV	CURR	REV			
FUND	AGCY	ORG	ACT	CATEG	SO.	AMT	AMT	CHANGE	TOTAL	DESCRIPTION
156	22	2740		WSCR	2104			50,000	50,000	OJJDP
100	75	7410			6602			348	348	Indirect
								50,348	50,348	TOTAL REVENUE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Meganne Steele *MS*
Department of Community Justice

DATE: November 24, 1997

SUBJECT: REQUEST FOR DCJ #7 BUDGET MODIFICATION APPROVAL

- I. RECOMMENDATION/ACTION REQUESTED: Approve budget modification # DCJ 7 for the Multnomah County Department of Community Justice to increase the Federal Weed & Seed grant revenue budget by \$50,000.
- II. BACKGROUND/ANALYSIS: In August, 1997 the Board of County Commissioners approved the Department's intent to apply for a \$225,000 grant from the federal Office of Justice Program's Weed & Seed Program. The application was successful and \$175,000 of the grant already is included in the Department's current budget. This modification adds the remaining \$50,000. The increase funds the third component of the grant, the Conflict Resolution program.
- III. FINANCIAL IMPACT: Because the \$225,000 grant is effective October 1, one fourth or \$56,250 is expected to be carried forward into the first quarter of FY98-99. Of that total, \$12,500 of the \$50,000 addressed by this budget modification would be carried forward for the Conflict Resolution program's contracted services component. The Department expects to apply for a continuation of this grant in FY98-99.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: N/A
- VI. LINK TO CURRENT COUNTY POLICIES: Partnership/collaboration with community.
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENT PARTICIPATION: Partnership with Portland Public Schools.

MEETING DATE: DEC 11 1997
AGENDA NO: UC-1
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution To Declare Commissioner #3 Vacancy, Call For A March 10, 1998 Election Date And Set A January 8, 1998 Filing Date

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, December 11, 1997
AMOUNT OF TIME NEEDED: 10 mins

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Carol M. Ford TELEPHONE #: 248-3956
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Tom Sponsler

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Declaring a Vacancy in County Commissioner Position No.3,
Calling an Election for 10, 1998, and
Setting the Candidate Filing Deadline for January 8, 1998
12/19/97 Certified true copy & copies to Elections.
Tom Sponsler & Carol Ford

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC 8 PM 4:39

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

December 2, 1997

Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Sharron Kelley
County Counsel Tom Sponsler

Dear Colleagues:

Effective immediately, I am resigning my position as County Commissioner, District 3, Multnomah County. As required by section 6.50(5) of the Multnomah County Charter, I am stepping down from this position so that I may run for the office of Portland City Council Commissioner.

Thank you for all the hard work and help in making my 5 years of service on the Board very gratifying and worthwhile.

Sincerely,

Tanya Collier

cc Tom Sponsler, County Council

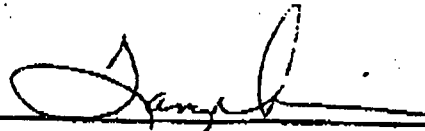
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 DEC -5 PM 4:30

DECLARATION OF CANDIDACY

State of Oregon }
County of Multnomah } SS
City of Portland }

Post-it® Fax Note	7671	Date	12/8/97	# of pages	1
To	Mike Cox	From	AUDITOR'S OFFICE		
Co./Dept.	Mult. County	Co.	CITY OF PORTLAND		
Phone #		Phone #	823-4002		
Fax #	248-3719	Fax #			

I, TANYA COLLIER, being first duly sworn, on oath depose and say: That I reside at 1641 S.E. 71st in the City of Portland; that I am a registered and qualified voter in the City; that I hereby declare myself candidate for the nomination of CITY COUNCIL POSITION #3 to be at the municipal nonpartisan primary election to be held in the City of Portland, Oregon on May 18, 1998; that in making this declaration I am not becoming a candidate as a nominee of, or because of any promised support from any national or state political party or any committee or convention representing or action for any such political party,



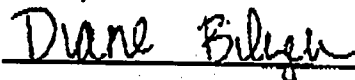
Candidate's signature

Subscribed and sworn to before me this 8th Day of December, 1997

Barbara Clark

Auditor of the City of Portland

By:



Deputy

RECEIVED
97 DEC -8 AM 11:01
VICKI K. ERVIN,
DIRECTOR OF ELECTIONS

Post-it® Fax Note	7671	Date	12-8-97	# of pages	1
To	Tom Sponsler	From	Vicki Ervin		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Declaring a Vacancy in County Commissioner)	
Position No.3, Calling an Election for March)	RESOLUTION
10, 1998, and Setting the Candidate Filing)	97- 211
Deadline for January 8, 1998)	

The Board of County Commissioners Finds:

- a. On December 2, 1997, Tanya Collier, the incumbent of Multnomah County Commission District No. 3, resigned her position to file for another elective office. Multnomah County Charter Section 6.50(5) makes filing for another office the same as a resignation.
- b. The Multnomah County Charter and County Code require the Board of Commissioners to declare Commission District No. 3 vacant and call an election to fill this vacancy.
- c. The next available election date to fill this vacancy is March 10, 1998.
- d. The Board of Commissioners also needs to set a deadline for candidates to file for election to District No. 3.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. The elective office of Multnomah County Commission District No. 3 is declared vacant as of December 2, 1997.
2. An election is called for March 10, 1998, to fill the remainder of the current term of office for Commission District No. 3. That current term for that position ends in January, 2001.
3. This election and election date are certified to the Director of Multnomah County Division of Elections.

4. Candidates for Commission District No. 3 must file for election with the Multnomah County Division of Elections by 5:00 PM on January 8, 1998.

Adopted this 11th day of December, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Thomas Sponsler

MEETING DATE: DEC 11 1997

AGENDA NO: R-2

ESTIMATED START TIME: 9:30Am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Traffic Impact Fee Intergovernmental Agreement with the City of Gresham

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 11, 1997

Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Transp. & Land Use Plan

CONTACT: Ed Abrahamson TELEPHONE #: 65500

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Ed Abrahamson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement for financing, developing, and constructing Traffic Impact Fee Improvement Projects.

12/19/97 ORIGINALS to Cathy Kramer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Larry F. Nicholas pro

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 DEC -5 AM 9:55
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P.E., DES Director *Larry F. Nicholas*
Ed Abrahamson, Transportation Planning Specialist

TODAY'S DATE: November 10, 1997

REQUESTED PLACEMENT DATE: December 11, 1997

RE: Intergovernmental Agreement for Traffic Impact Fee

I. Recommendation/Action Requested:

Approval of the Intergovernmental Agreement (IGA) between the City of Gresham and Multnomah County is requested. The Traffic Impact Fee (TIF) program is being implemented for financing, developing and constructing TIF improvement projects.

II. Background/Analysis:

Rapid urban growth and development in east Multnomah County has placed increased pressure on the transportation system, resulting in congestion and poorer traffic levels of service. It was necessary to develop a program to provide improvements to arterial and collector trafficways within Gresham and east Multnomah County to assure an adequate balanced transportation system. Public funding for roadway capacity improvements is limited and becoming more scarce. To ensure that transportation improvements occur concurrently with development, improvement projects must be identified in advance and costs fairly distributed among users of the system.

In 1993 the City of Gresham and Multnomah County undertook an Impact Fee Study with the purpose of developing a traffic impact fee (TIF), or system development charge, to help fund the transportation improvements that will be needed as Gresham grows in the future. The purpose of the TIF study was to identify capacity deficiencies beyond the trafficway system's design standard that is attributable to future development.

Identifying and determining the necessary improvement costs allowed for an equitable cost sharing system to be devised. The TIF was adopted in 1994 by the City of Gresham and Multnomah County. TIF fees have been collected and are accumulating. Sufficient funds have been amassed allowing for projects identified in the TIF study to be developed, either as stand-alone projects or in conjunction with capital improvement projects.

III. Financial Impact:

The City of Gresham has been collecting TIF since the program was adopted in 1994. Sufficient funds have now been accumulated to begin programming capital projects for construction as identified in the TIF Capital Improvement Program. The TIF program identifies capital projects valued at over \$25,000,000. All funds to construct TIF improvements will come from TIF fund collections.

Many of the TIF projects will be constructed either as stand-alone projects or in conjunction with capital projects that are associated with the TIF improvements. The TIF program itself is revenue neutral as it will construct projects only as TIF funds are available.

IV. Legal Issues:

There are no legal issues involved with this IGA. Legal issues were resolved when the TIF Program was implemented in 1994.

V. Controversial Issues:

There are no known controversial issues involved with this program.

VI. Link to Current County Policies:

The TIF projects to be implemented relate to several of the Physical Support System Policies as outlined in the *Comprehensive Framework Plan*, as follows:

Policy 33a: Transportation System

The county's policy is to implement a balanced, safe and efficient transportation system.

Policy 34: Trafficways

The county's policy is to develop a safe and efficient trafficway system using the existing road network.

VII. Citizen Participation:

Initially citizen participation was included with the public hearings to adopt the TIF program in 1994. The current IGA is to implement projects described in the TIF program. Public meetings to discuss TIF projects will be held when the projects are taken to the development level.

VIII. Other Government Participation:

The TIF program is operated only within the City of Gresham. Because almost all TIF projects occur on county owned and maintained facilities there is a need for an IGA to transfer TIF funds to the County to develop those projects to be constructed on County roads.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Renewal ☐

County Counsel Contract Boilerplate (with pre-approved signature) ☐ Attached ☒ Not Attached

Contract #: 300558

Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only) <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	<input type="checkbox"/> Professional Services that exceed \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceed \$50,000 <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-2</u> DATE <u>12/11/97</u> <u>DEB BOGSTAD</u> BOARD MEMBER </div>

Department: Environmental Services Division: Transp. & Land Use Planning Date: _____
 Originator: Ed Abrahamson Phone: 306-65500 Bldg/Rm: 425/Trans
 Contact: Cathy Kramer Phone: 248-5050 x22589 Bldg/Rm: 425/Trans
 Description of Contract : Intergovernmental Agreement with the City of Gresham for Traffic Impact Fee. The estimated cost for for FY 98-99.

RFF/BID: _____ RFP/BID DATE: _____ EXEMPTION NUMBER/DATE: _____
 ORIGINAL CONTRACT NO. _____ (only for original renewals) EXEMPTION EXPIRATION DATE: _____
 ORS/AR # _____ Contractor is: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE Check all boxes that apply

Contractor Name <u>City of Gresham</u> Mailing Address <u>1333 NW Eastman Parkway</u> <u>Gresham, OR 97030</u> <u>Dave Rouse</u> Phone <u>(503) 618-2430</u> Employer ID# or SS# _____ Effective Date <u>Upon Execution</u> Termination Date <u>Upon Termination</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>650,000.00</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES

Department Manager Larry F. Nicholas DATE 12/5/97
 Purchasing Manager _____ DATE _____
 (Class II Contracts Only)
 County Counsel Matthew O. Ryan DATE 12/5/97
 County Chair Harvey Stein DATE 12/11/97
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT \$			
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJECT/ REVENUE	SUB OBJ	RECPT CAT	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6110			8300					
02											
03											

DISTRIBUTION: Original - Contract Administration, Initiator, Accounts Payable If additional space is needed, attach separate page. Write contract # on top of page.

INTERGOVERNMENTAL AGREEMENT
for Financing, Developing, and Constructing
Traffic Impact Fee (TIF) Improvement Projects

THIS AGREEMENT is made between the City of Gresham, a municipal corporation, herein referred to as CITY, and Multnomah County, a political subdivision of the State of Oregon, herein referred to as COUNTY.

The Parties find:

- A. CITY and COUNTY have adopted the Trafficway Plan and Impact Fee Study establishing Traffic Impact Fees and Improvement Projects, hereinafter referred to as TIF.
- B. The TIF identified improvement projects to relieve traffic congestion associated with urban growth and new development.
- C. CITY has collected and accumulated TIF funds and deems it desirable to agree and to cooperate on the development and construction of Improvement Projects to be financed with TIF.
- D. CITY and COUNTY deem it desirable to cooperate on the funding and scheduling of TIF Improvement Projects.

The Parties agree as follows:

- 1. CITY or COUNTY will periodically undertake traffic studies to update and amend the original TIF study and the list of TIF Improvement Projects financed with TIF.
- 2. CITY and COUNTY will meet annually to review and revise the scope and schedule of TIF Improvement Projects for inclusion in their respective Capital Improvement Programs.
- 3. CITY and COUNTY will program TIF Improvement Projects in their respective Capital Improvement Plans, as identified in the original TIF study and subsequent TIF updates.
- 4. CITY will transfer to COUNTY TIF funds for designing and constructing mutually-agreed-upon projects.
- 5. TIF funds will be used to reimburse CITY or COUNTY for the actual engineering, right of way acquisition, and construction costs incurred to develop and construct TIF Improvement Projects. The actual accrued costs of each project will be paid within 30 days of receipt of billing from or COUNTY.
- 6. TIF Improvement Projects managed by CITY will be reviewed and approved by COUNTY prior to advertisement for bids or solicitation of quotes.

7. TIF Improvement Projects managed by COUNTY will be reviewed and approved by CITY prior to advertisement for bids or solicitation of quotes.
8. Property owners shall receive a credit on their traffic impact fee equal to the amount of TIF improvements required of them as a condition of development approval.
9. CITY and COUNTY will be responsible for managing the development and construction of the TIF Improvement Projects listed in EXHIBIT 'A', incorporated herein by this reference, Exhibit "A" may be amended based upon TIF study and CIP updates and revisions.
10. To the extent permitted by law and subject to the conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, the City shall defend, indemnify the County for, and hold the County harmless from, all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents in administering this Agreement.
11. To the extent permitted by law and subject to the conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 10, the County shall defend, indemnify the City for, and hold the City harmless from, all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents in administering this Agreement.
12. The agreement may be terminated by either party upon three months written notice to the other party.

Dated this 11th day of December, 1997.

CITY OF GRESHAM

By Gussie McRobert
Gussie McRobert, Mayor

By Bonnie Kraft
Bonnie Kraft, City Manager

Approved as to form:

[Signature]
City Attorney

EACK2224.AGR (S0215)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein
Multnomah County Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 12/11/97
DEB. BOGSTAD
BOARD CLERK

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew C. Ryan
Assistant County Counsel

EXHIBIT 'A'

INTERGOVERNMENTAL AGREEMENT for Financing, Developing, and Constructing Traffic Impact Fee (TIF) Improvement Projects

TIF Improvement Projects to be developed and constructed by CITY:

1. Regner Rd/Roberts Rd
2. Civic Neighborhood Transit Oriented District
3. Palmquist Rd/Hogan Rd Traffic Signal
4. 185th Ave./Sandy Blvd.
5. 262nd Ave./Orient Dr.

TIF Improvement Projects to be developed and constructed by COUNTY:

6. 182nd Ave./Powell Blvd. intersection improvements
7. 257th Ave./Powell Valley Rd traffic signal
8. Stark St./257th Ave. intersection Improvement
9. 202nd Ave./Powell Blvd. intersection improvement
10. 181st Ave./Halsey St. intersection improvements
11. Burnside Rd/Division St. intersection improvements
12. 242nd Ave./Stark St. intersection improvements
13. NW San Rafael St/181st Ave. intersection improvement
14. 181st Ave. improvements (I-84 to Halsey St.)
15. 182nd Ave./Division St. intersection improvements
16. 181st Ave/I-84
17. 181st Ave./Burnside Rd
18. 181st Ave./Stark St.
19. 181st Ave./Glisan St.
20. 162nd Ave./Stark St.

TIF Improvement Projects to be jointly developed and/or constructed by CITY and COUNTY:

21. Update of Traffic Impact Fee Study
22. Traffic Signal coordination/optimization

MEETING DATE: DEC 11 1997
AGENDA NO: R-3
ESTIMATED START TIME: 9:35am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: (MCSO) EAST COUNTY MAJOR CRIMES TEAM

BOARD BRIEFING: DATE REQUESTED: DECEMBER 11, 1997
REQUESTED BY: MEL HEDGPETH
AMOUNT OF TIME NEEDED: 30 MIN

REGULAR MEETING: DATE REQUESTED:
AMOUNT OF TIME NEEDED:

DEPARTMENT: SHERIFF'S OFFICE DIVISION: LAW ENFORCEMENT

CONTACT: LT MERLIN JUZZES TELEPHONE #: 251-2515
BLDG/ROOM #: 313/217

PERSON(S) MAKING PRESENTATION: SGT JIM MCNELLY

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

EAST COUNTY MAJOR CRIMES INVESTIGATION
TEAM BRIEFING

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT

MANAGER:



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 NOV -5 AM 10:36
MULTNOMAH COUNTY
OREGON

MEETING DATE: December 11, 1997
AGENDA #: B-3
ESTIMATED START TIME: 10:00 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Parent Child Development Services System Report

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, December 11, 1997
AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Mary Li and Peggy Samolinski TELEPHONE #: 248-3691, ext. 26787
BLDG/ROOM #: 166/400

PERSON(S) MAKING PRESENTATION: Mary Li and Peggy Samolinski

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Parent Child Development Services System Report

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

97 DEC -5 PM 3:00
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON