

ANNOTATED MINUTES

Thursday, September 5, 2002 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:30 a.m., with Commissioners Lisa Naito, Serena Cruz and Maria Rojo de Steffey present, and Vice-Chair Lonnie Roberts excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER NAITO,
SECONDED BY COMMISSIONER CRUZ, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-2)
WAS UNANIMOUSLY APPROVED.***

DEPARTMENT OF COUNTY HUMAN SERVICES

C-1 Intergovernmental Revenue Agreement 0310338 with City of Portland to Provide Special Needs Housing and Domestic Violence Services

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

C-2 Approval of Intergovernmental Revenue Agreement 0110982 with the Oregon Department of Transportation for the Construction Phase of Broadway Bridge Rehabilitation Project

REGULAR AGENDA **PUBLIC COMMENT**

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

NO ONE WISHED TO COMMENT.

DEPARTMENT OF COUNTY HUMAN SERVICES

- B-1 Children's Receiving Center Report to the Board, Including Options for Operational Funding to Utilize the Children's Receiving Center by October 1, 2002. Presented by Jim McConnell and Janice Gratton.

JIM MCCONNELL AND JANICE GRATTON, WITH JOHN BALL, PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON ISSUES INCLUDING: \$240,000 OPERATIONAL FUNDING SHORTFALL FOR RESIDENTIAL PORTION OF CHILDREN'S RECEIVING CENTER; LOOKING AT FFP TO FUND SHORTFALL; ALTERNATE USES PRACTICAL TO THE SITE; CAMPUS TENANTS; BUDGET PROJECTIONS; AND FUNDRAISING EFFORTS. BOARD CONSENSUS TO DELAY OPENING THE SHELTER PORTION OF THE CHILDREN'S RECEIVING CENTER UNTIL THE END OF NOVEMBER; HAVE TOM FRONK PROVIDE THE BOARD WITH A MEMO REGARDING OPTIONS TO USE FFP FUNDING FOR RESIDENTIAL OPERATIONAL FUNDING SHORTFALL; AND TO ACCEPT THE ANNIE E. CASEY FOUNDATION OFFER TO RECOMMEND PROGRAM MODELS FOR THE HIGHEST, MOST EFFECTIVE AND BEST USE OF THE RESIDENTIAL PORTION OF THE CHILDREN'S RECEIVING CENTER FACILITY. BOARD ACKNOWLEDGED AND THANKED COUNTY, CITY AND STATE STAFF, AS WELL AS COMMUNITY PARTNERS, FOR THEIR CONTINUED INTEREST AND INVOLVEMENT.

- R-1 Budget Modification CHS_04 Adjusting Staffing Levels in Mental Health and Addiction Services' Quality Management Program to Reflect the Current Clinical Model in Providing for Member Services, Provider Relations, Access and Complaint Resolution Across both the Drug and Alcohol and Mental Health Systems

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-1.

Chair Linn was excused at 10:25 a.m.

**JOHN BALL EXPLANATION. BUDGET
MODIFICATION APPROVED, WITH
COMMISSIONERS CRUZ, ROJO AND NAITO
VOTING AYE.**

- R-2 NOTICE OF INTENT to Apply for Funding from the US Department of Justice, Bureau of Justice Assistance Competitive Solicitation for Mental Health Courts

**COMMISSIONER CRUZ MOVED AND
COMMISSIONER ROJO SECONDED, APPROVAL
OF R-2. SETH LYON AND ROBYN GREGORY
EXPLANATION.**

Chair Linn returned at 10:29 a.m.

**COMMISSIONER NAITO COMMENTS IN SUPPORT.
NOTICE OF INTENT UNANIMOUSLY APPROVED.**

DISTRICT ATTORNEY'S OFFICE

- R-3 Budget Modification DA_03-01 Transferring \$211,113 from General Fund Contingency to Cover the Cost of the Prosecuting Attorneys Association Contract with the County

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-3. MICHAEL SCHRUNK EXPLANATION.
BUDGET MODIFICATION UNANIMOUSLY
APPROVED.**

DEPARTMENT OF HEALTH

- R-4 NOTICE OF INTENT to Submit a Proposal to the Health Resources and Services Administration's Ryan White CARE Act Title III HIV Early Intervention Services (EIS) Program Grant Competition

**COMMISSIONER CRUZ MOVED AND
COMMISSIONER NAITO SECONDED, APPROVAL
OF R-4. DONNA CASSIDY, WITH JODI DAVICH,
EXPLANATION AND RESPONSE TO QUESTION OF
COMMISSIONER NAITO. NOTICE OF INTENT
UNANIMOUSLY APPROVED.**

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-5 NOTICE OF INTENT to Apply for a Metro Area CMAQ Transportation Demand Management Programs Region 2040 Initiatives Grant on Behalf of the Green Team Employee Commute Options Committee

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-5. AMY JOSLIN AND GAIL HOCHHALTER EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-6 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving Campaign

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF FIRST READING. COMMISSIONER ROJO EXPLANATION AND COMMENTS IN SUPPORT. COMMISSIONERS NAITO AND CRUZ COMMENTS IN SUPPORT. MATHEW NELSON OF EQUITY FOUNDATION TESTIMONY IN SUPPORT. LORI BUCKWALTER TESTIMONY IN SUPPORT. FRANK DIXON AND ROEY THORPE OF BASIC RIGHTS, OREGON, TESTIMONY IN SUPPORT. AT THE REQUEST OF MS. THORPE, BASIC RIGHTS, OREGON CONTINGENT IN AUDIENCE STOOD IN SUPPORT. IN RESPONSE TO A REQUEST OF MS. THORPE, COUNTY ATTORNEY TOM SPONSLER ADVISED THAT THE ORDINANCE CANNOT BE ADOPTED TODAY BECAUSE IT WAS NOTICED AS JUST A FIRST READING, WITH NO EMERGENCY CLAUSE. CHAIR LINN COMMENTS IN SUPPORT, ADVISING HER VOTE WILL NOT CHANGE BETWEEN NOW AND THE SECOND READING. CHAIR LINN ADVISED SHE SENT A LETTER TO THE ENTIRE BOARD OF UNITED WAY URGING THEM TO ADOPT AND COMPLY WITH THE COUNTY'S NON-

DISCRIMINATION POLICY. COMMISSIONER ROJO ADVISED THAT SHE IS COMMITTED TO CONTINUE SUPPORTING THIS LEGISLATION BUT WANTS TO SEE EVERYONE COME BACK FOR THE SECOND READING. CHAIR LINN THANKED EVERYONE FOR COMING. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, OCTOBER 3, 2002.

R-7 RESOLUTION Regarding County Anti-Discrimination Practices

UPON MOTION OF COMMISSIONER CRUZ, SECONDED BY COMMISSIONER NAITO, R-7 WAS UNANIMOUSLY POSTPONED INDEFINITELY.

B-2 Legislative Update on Special Session V. Presented by Gina Mattioda and Stephanie Soden.

GINA MATTIODA AND STEPHANIE PRESENTATION AND RESPONSE TO BOARD DISCUSSION. PUBLIC AFFAIRS OFFICE WILL CONTINUE TO MONITOR AND PROVIDE BOARD WITH STATUS REPORTS.

There being no further business, the meeting was adjourned at 11:10 a.m.

Thursday, September 5, 2002 - 1:30 PM
Portland City Hall, Rose Room
1221 SW Fourth Avenue, Portland

TSCC PUBLIC HEARING

TSCC Chair Richard Anderson convened the meeting at 1:30 p.m., with TSCC Commissioners Lynn McNamara, Carol Samuels, Julie Van Noy and Anthony Jankans, TSCC Director Linda Burtlehaus and staff Shelly Carlisle present, County Commissioner Maria Rojo de Steffey, Library Director Ginnie Cooper and Budget Analyst Julie Neburka present, Vice-Chair Lonnie Roberts and Commissioners Lisa Naito excused, and County Chair Diane Linn arriving at 1:35 p.m. and Commissioner Serena Cruz arriving at 1:40 p.m.

PH-1 The Tax Supervising and Conservation Commission Will Meet to Conduct a Public Hearing on the Proposed Multnomah County Five Year Local Option Tax Levy for Library Operations for the November 5, 2002 Ballot in Accordance with ORS 294.655. A Quorum of the Multnomah County Board of Commissioners Will Attend. Interested Persons are Encouraged to Attend.

***CHAIR DIANE LINN, GINNIE COOPER AND
COMMISSIONER CRUZ PRESENTATION AND
RESPONSE TO TAX SUPERVISING AND
CONSERVATION COMMISSION QUESTIONS.***

There being no further business, the meeting was adjourned at 1:50 p.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

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

Maria Rojo de Steffey,
Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1.@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: lisa.h.naito@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us



Streaming Media!

<http://www.co.multnomah.or.us/cc/board.html>

Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or Multnomah County TDD Phone (503) 988-5040, for information on available services and accessibility.

SEPTEMBER 5, 2002

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 2	9:30 a.m. Children's Receiving Center Report to the Board
Pg 3	10:50 a.m. Ordinance Amending Employee Combined Charitable Giving Campaign Code
Pg 3	11:10 a.m. Resolution Regarding County Anti-Discrimination Practices
Pg 3	11:15 a.m. Special Session V Update
Pg 3	1:30 p.m. Tax Supervising and Conservation Commission Public Hearing on Library Operations Levy for November 5 Ballot
***	September 12th Board Meeting Cancelled

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

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CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF COUNTY HUMAN SERVICES

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DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

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PUBLIC COMMENT - 9:30 AM

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- R-1 Budget Modification CHS_04 Adjusting Staffing Levels in Mental Health and Addiction Services' Quality Management Program to Reflect the Current Clinical Model in Providing for Member Services, Provider Relations, Access and Complaint Resolution Across both the Drug and Alcohol and Mental Health Systems
- R-2 NOTICE OF INTENT to Apply for Funding from the US Department of Justice, Bureau of Justice Assistance Competitive Solicitation for Mental Health Courts

DISTRICT ATTORNEY'S OFFICE - 10:30 AM

- R-3 Budget Modification DA_03-01 Transferring \$211,113 from General Fund Contingency to Cover the Cost of the Prosecuting Attorneys Association Contract with the County

DEPARTMENT OF HEALTH - 10:35 AM

- R-4 NOTICE OF INTENT to Submit a Proposal to the Health Resources and Services Administration's Ryan White CARE Act Title III HIV Early Intervention Services (EIS) Program Grant Competition

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:45 AM

- R-5 NOTICE OF INTENT to Apply for a Metro Area CMAQ Transportation Demand Management Programs Region 2040 Initiatives Grant on Behalf of the Green Team Employee Commute Options Committee

NON-DEPARTMENTAL - 10:50 AM

- R-6 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving Campaign
- R-7 RESOLUTION Regarding County Anti-Discrimination Practices
- B-2 Legislative Update on Special Session V. Presented by Gina Mattioda and Stephanie Soden. 30 MINUTES REQUESTED.
-

Thursday, September 5, 2002 - 1:30 PM
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1221 SW Fourth Avenue, Portland

TSCC PUBLIC HEARING

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LONNIE ROBERTS
Multnomah County Commissioner
District 4



501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214
(503) 988-5213 phone
(503) 988-5262 fax
e-mail: lonnie.j.roberts@co.multnomah.or.us
www.co.multnomah.or.us/cc/ds4/

MEMORANDUM

Date: August 20, 2002

To: Chair Diane Linn

Commissioner Maria Rojo de Steffey, District 1

Commissioner Serena Cruz, District 2

Commissioner Lisa Naito, District 3

Commissioner Lonnie Roberts, District 4

From: Heather Schraeder

Staff Assistant, Commissioner Lonnie Roberts

Re: Notice of Excuse

Commissioner Roberts will be unable to attend the September 3rd Board Briefing and the September 5th Board Meeting as he will be on vacation.

MEETING DATE: September 5, 2002
AGENDA NO: C-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Intergovernmental Revenue Agreement with City of Portland to provide Special Needs Housing and Domestic Violence Services. This IGA is not to exceed \$74,652.00.

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

REGULAR MEETING: DATE REQUESTED: _____ Next Available
AMOUNT OF TIME NEEDED: _____ Consent

DEPARTMENT: County Human Services
CONTACT: Howard Klink/Chiquita Rollins

DIVISION: Developmental Disabilities/Domestic Violence
TELEPHONE # 503 988-3658 x 26972 / x84112
BLDG/ROOM #: 166/4 / 166/10

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 0310338 with City of Portland to Provide Special Needs Housing and Domestic Violence Services

09.09.02 originals to Tom Orlowski

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) INTERIM DEPARTMENT MANAGER: John Ball

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of County Human Services
MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

STAFF REPORT

TO: Board of County Commissioners

FROM: John Ball, Interim Director
Department of County Human Services

DATE: August 20, 2002

SUBJECT: Intergovernmental Revenue Agreement no. 0310338 with City of Portland, Bureau of Housing and Community Development to provide Special Needs Housing and Domestic Violence services.

- I. **Recommendation/Retroactive Action Requested:** The Department of County Human Services recommends Board of County Commissioner approval of the revenue agreement with City of Portland, Bureau of Housing and Community Development for the period July 1, 2002 through June 30, 2003. This agreement is retroactive due to additional time needed by City staff to incorporate funding changes reflecting recent County reorganization.
- II. **Background/Analysis:** Multnomah County annually receives a transfer of City of Portland funds for the purchase of human services, including homeless programs, public safety programs (domestic violence and gang projects), Youth Employment and Empowerment (YEEP) services and housing program services. As a result of recent County reorganization the former array of Omnibus Agreement revenues targeted to Department of County Human Services programs is now composed of two sources: Federal McKinney funds for special needs housing programs for people with developmental disabilities, and City General Funds for Domestic Violence programs. The City of Portland is currently in process of preparing a separate Omnibus revenue agreement for the balance of programs administered by the Office of School and Community Partnerships.
- III. **Financial Impact:** This revenue agreement is for \$74,652.00.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The City of Portland funds pay for services directed toward County policies, including public safety and reduction of domestic violence and reduction of homelessness.
- VII. **Citizen Participation:** Citizens are involved through the Commission on Children, Families and Community and the Housing and Community Development Commission.
- VIII. **Other Government Participation:** This agreement represents a continuing partnership between the City of Portland and Multnomah County to fund and deliver human services.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: **0310338**

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

Amendment #: **0**

<p align="center">Class I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center">Class II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center">Class III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input checked="" type="checkbox"/> Revenue</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>09-05-02</u></p> <p align="right">DEB BOGSTAD, BOARD CLERK</p>
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Department: <u>County Human Services</u>	Division: <u>Director's Office</u>	Date: <u>August 5, 2002</u>
Originator: <u>Mike Waddell</u>	Phone: <u>22779</u>	Bldg/Rm: <u>166/7</u>
Contact: <u>Tom Ochinerio</u>	Phone: <u>29832</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Omnibus revenue agreement with the City of Portland funding McKinney Special Needs Housing and Domestic Violence programs.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>0210215</u>
RFP/BID: <input type="checkbox"/>	RFP/BID DATE: <u></u>
EXEMPTION: <input type="checkbox"/>	EXEMPTION EXPIRATION: <u></u>
#/DATE: <u></u>	DATE: <u></u>
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor City of Portland, Bureau of Housing and Community Development	
Address <u>421 SW 6th Ave., Suite 1100A</u> <u>Portland, OR 97204</u>	Remittance Address <u></u> (If different) <u></u>
Phone <u>503.823.2375</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-6002236</u>	<input type="checkbox"/> Lump Sum \$ <u></u> <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 2002</u>	<input type="checkbox"/> Monthly \$ <u></u> <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2003</u>	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>74,652</u>	
Total Amt of Previous Amendments \$ <u>0</u>	<input type="checkbox"/> Requirements \$ <u></u>
Amount of Amendment \$ <u>0</u>	
Total Amount of Agreement \$ <u>74,652</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>[Signature]</u>	DATE <u>8/20/02</u>
Purchasing Manager <u>[Signature]</u>	DATE <u></u>
County Counsel <u>[Signature]</u>	DATE <u>8.26.02</u>
County Chair <u>[Signature]</u>	DATE <u>9.5.02</u>
Sheriff <u></u>	DATE <u></u>
Contract Administration <u></u>	DATE <u></u>

SAP CUSTOMER CODE 300043				DEPT REFERENCE		
LINE #	FM FUND	CFDA #	G/L ACCOUNT	WBS CODE	REVENUE DESCRIPTION	AMOUNT
01	20621	14.235	50195	DD CLT MCK	McKinney Special Needs/Housing Services	\$39,905
02	27190	N/A	50200	DV03 CRD.PDX	City General Funds Domestic Violence	\$34,747
TOTAL						\$74,652

CITY AGREEMENT NO.

COUNTY CONTRACT NO. 0310338

**OMNIBUS CONTRACT BETWEEN
CITY OF PORTLAND, BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT
AND
MULTNOMAH COUNTY DEPARTMENT OF COUNTY HUMAN SERVICES**

This agreement for services (AGREEMENT) is between the CITY OF PORTLAND, acting through its BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT (CITY) and MULTNOMAH COUNTY, acting through its DEPARTMENT OF COUNTY HUMAN SERVICES (COUNTY).

This Agreement consists of the following sections:

Part A: Agreement	Page 1
Table A: Contracted Service Programs	Page 2
Part B: General Terms and Conditions	Page 3
Exhibits: Program Descriptions	Page 9

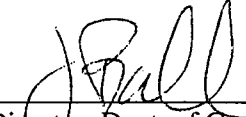
PART A: AGREEMENT

1. **DESCRIPTION OF SERVICES:** County will provide the services included in Table A: Contracted Service Programs, and the related Exhibits.
2. **COMPENSATION:** City shall pay County quarterly for provision of services, upon receipt of invoice documenting expenditures and a service report for each program included in this Agreement, as described in the Exhibits. Total compensation under this Agreement shall not exceed \$ 74,652.
3. **TERM:** County's services will begin on July 1, 2002, and terminate when completed, but no later than June 30, 2003.

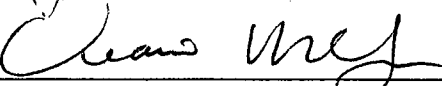
In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

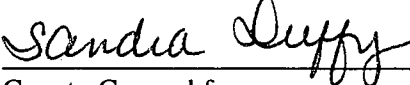
BY  8/20/02
Director, Dept. of County Human Services Date

BY _____
Commissioner Erik Sten Date
Commissioner of Public Works

BY  9.5.02
Diane M. Linn, Multnomah County Chair Date

REVIEWED:

APPROVED AS TO FORM:

 8.26.02
County Counsel for Date
Multnomah County, Oregon

By _____
Jeffrey L. Rogers, City Attorney Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 09.05.02
DEB BOGSTAD, BOARD CLERK

TABLE A: CONTRACTED SERVICE PROGRAMS

CONTRACT #:

Program	Funding Source	Funding Level	Exhibit	BHCD Contact
HOMELESS PROGRAMS				\$39,905
3. Special Needs/Housing Services	a. McKinney	MCO/Housing Srvs: \$39,905	A	Heather Lyons
PUBLIC SAFETY				\$34,747
1. Domestic Violence	a. General Funds	\$34,747	B	Heather Lyons
TOTAL:				\$74,652

PART B: GENERAL TERMS AND CONDITIONS

1. **FUNDS AVAILABLE.** City 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 City in the amounts anticipated, City may terminate or reduce contract funding or change the scope of services accordingly. City will notify County as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** City is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments for services under this agreement. The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including, without limitation, federal social security, health benefits, workers compensation, unemployment compensation, and retirement benefits.
3. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No board of commissioner members or employees of the County, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No City officer or employee who participated in the award of this Agreement shall be employed by the County during the Agreement. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.
4. **SUBCONTRACTS AND ASSIGNMENT.** County shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement, including being responsible for adhering to all regulations cited within this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.
5. **WORKERS' COMPENSATION INSURANCE**
 - A. The County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers compensation law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment A, if applicable, and shall be incorporated herein and made a term and a part of this Agreement. The County further agrees to maintain workers compensation insurance coverage for the duration of this Agreement.
 - B. If the County's worker's compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City of Portland such further certification of workers compensation insurance as renewals of said insurance occur.

C. The County agrees to accurately complete the City of Portland's Questionnaire for Workers Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Attachment B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection (9), **EARLY TERMINATION OF AGREEMENT**, hereof shall not apply.

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

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

8. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the law of the State of Oregon. Any litigation between the City and the County arising under this contract or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

9. **EARLY TERMINATION.**

A. **Termination for Convenience:** In accordance with 24 CFR 85.44, the City and County may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Agreement less payments of compensation previously made.

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

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

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

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

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

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

11. **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.

12. **INTEGRATION**. This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

13. **MAINTENANCE AND AUDIT OF RECORDS**. The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement. The City or its authorized representatives shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder.

The City, either directly or through a designated representative, may audit the records of the County at any time during this 3-year period. If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

14. **MONITORING**. The City, through the Bureau of Housing and Community Development, shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant (CDBG), HOME Investment Partnership Program, or Emergency Shelter Grant (ESG) funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this Agreement. The County shall monitor each subcontractor at least once a year for that portion of activities funded with City CDBG funds. Such monitoring shall ensure that the operations of the project conforms to the provisions of this Agreement.

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

16. **REPORTING REQUIREMENTS**. The County shall report on its activities in a format and by such times as prescribed by the City.

17. **PUBLICITY**. Publicity regarding the project shall note participation of the City of Portland through its Bureau of Housing and Community Development.

18. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations. In the event that the County provides goods and services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process. For Community Development Block Grant funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For HOME Investment Partnership Program funded projects, the County shall carry out its activities in compliance with 24 CFR Part 92.

19. **CONTRACT ADMINISTRATION.** The County shall comply with the applicable provisions of OMB Circular Nos. A-21, A-87, A-110, A-122, A-128, and with applicable provisions of 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

20. **NONDISCRIMINATION.** During the performance of this Agreement, the County agrees as follows:

A. The County will comply with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

B. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

C. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

D. The County will undertake efforts to encourage the use of minority and women's business enterprises as stated in Executive Orders 11625, 12432, and 12138.

E. The County will make known that use of the facilities and services is available to all on a nondiscriminatory basis.

21. **PROGRAM INCOME/PERSONAL PROPERTY.**

A. Program income, with the exception of HOME program income, shall be retained by the County provided that it shall be used only for those activities identified in the Exhibits in this Agreement, and shall be subject to all provisions of this Agreement. Any program income on hand when the Agreement expires or received after such expiration shall be paid to the City. Any program income generated by HOME funded activities must be returned to the City's Local HOME Account to be reprogrammed for HOME eligible activities by the City in accordance with 24 CFR 92.503.

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

C. In all cases in which personal property is sold, the proceeds shall be program income, and personal property not needed by the County for the applicable service program shall be transferred to the City for that funding source program or shall be retained after compensating the City.

D. For Community Development Block Grant funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. When there is program income, transfers of CDBG funds to the county shall be adjusted in accordance with 24 CFR 570.504.

22. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.

23. **EXPIRATION/REVERSION OF ASSETS.**

A. For Community Development Block Grant funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503(b)(8).

B. For Emergency Shelter Grant funded projects, the County shall transfer to the City any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under the County's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after expiration of this Agreement.

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

24. **LABOR STANDARDS.** The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Subrecipients engaged under contracts in excess of \$2,000 for construction, renovation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City of Portland pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3,15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.

25. **MINIMIZING DISPLACEMENT.** The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this Agreement, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

26. **PROGRAM ACCESS BY THE DISABLED.** The County shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

27. **FLOOD DISASTER PROTECTION.** County agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) in regard to the sale, lease, or other transfer of land acquired, cleared, or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

28. **LEAD-BASED PAINT POISONING.** The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular, Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

29. **LOBBYING FOR FUNDS.** No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

32. **SECTION 3/TRAINING.** County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701a) and regulations pursuant thereto (24 CFR Part 135). The Bureau of Housing and Community Development will provide training for Subrecipients. All Subrecipients are required to attend general training on City and Federal requirements and other project specific training as appropriate.

33. **INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM.** During the term of this contract, the City of Portland will be switching billing and reporting systems to HUD's Integrated Disbursement and Information System (IDIS). This switch will require changes in the way the County bills and reports to the City about these projects. Affected County program and fiscal staff will attend training in 90 in order to become more knowledgeable about IDIS and to comply with new City processes.

EXHIBIT A
MULTNOMAH COUNTY: Developmentally Disabled Services
Special Needs McKinney Continuum of Care SHP funds

I. AUTHORITY

The provision of services and housing options, including emergency shelter, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has Stuart B. McKinney Supportive Housing funds, which can be used for shelter and support services for persons who are homeless. Multnomah County, through its Department of Community and Family Services, administers a variety of housing and service programs for persons who are homeless. The City and the County, through their jointly appointed citizen oversight committee - the Housing and Community Development Commission - agree to cooperatively develop and maintain services and housing for persons who are homeless.

II. SCOPE OF SERVICES

- A. Provide assessments of developmentally disabled individuals to determine services needed to achieve housing stability
- B. Provide access to direct one-to-one independent living assistance
- C. Work with providers of services to homeless single adults to ensure good referrals and networking.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on the achievement of the following during the period of this agreement:
 - ☐ At least 35 individuals will be served.
 - ☐ At least 30 individuals will maintain stable housing during the program and graduate (86%).
 - ☐ At least 27 individuals will maintain permanent housing for 6 months after exiting the program (77%).
 - ☐ At least 23 individuals will maintain permanent housing 12 months after exiting the program (65%).
 - ☐ Number and percent of individuals who graduate and have sustained support for 12 months (50%).
 - ☐ Number and percent of individuals who start part-time employment or an alternative to employment (10%).
 - ☐ Number and percent of individuals served who report improved access to better health and personal safety (70%).
 - ☐ Number and percent of individuals served who report improved quality of life (80%).

IV. REPORTING REQUIREMENTS

- A. **Quarterly Reports:** Except as provided by subsection C. below, County will provide the City with quarterly performance within thirty (30) days from the end of each quarter in a form consistent with Tables A-1 and A-2. Quarterly reports shall include: 1) number of clients (unduplicated) served; 2) hours of service provided; 3) gender and ethnic/racial data and 4) narrative regarding points of interest or issues.
- B. Subrecipient will complete a draft HUD required **Annual Progress Report** (Attachment A) to the City of Portland by **July 31, 2003**

C. **Final Reports:** County shall submit a final report as its fourth quarter report. The final report shall include:

1. Number of individuals served
2. Hours of service provided
3. Client demographics including race, ethnicity, and sex of all recipients of services
4. Performance data related to Section III.

V. **COMPENSATION AND METHOD OF PAYMENT**

A. The Subrecipient will be compensated for the above described services. 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 service.

B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with whom the Subrecipient enters into agreements without prior written permission from the City Project Manager. Funds may be used to pay for lease or rental costs of equipment, prorated to reflect the use of said equipment by City-funded programs.

C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY NINE THOUSAND NINE HUNDRED AND FIVE DOLLARS (\$39,905) OF MCKINNEY SUPPORTIVE HOUSING FUNDS.

VI. **City Project Manager**

A. The City Project Manager shall be Heather Lyons, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.

B. The City 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 all other City actions referred to herein.

TABLE A-1
Project Report for Multnomah County, Developmental Disabilities, McKinney Special Needs SHP
BENEFICIARY DATA

Reporting Period From: To:

Participant Information	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
Households/Individuals					

1. Gender

Males					
Females					
Gender Total*					

2. Race

White					
Black/African American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African American & White					
American Indian/Alaskan Native & Black/African American					
Other					
Race Total*					

3. Ethnicity

Hispanic					
Non-Hispanic					
Ethnicity Total*					

4. Age

0-18					
18-21					
21-30					
31-50					
Over 51					
Age Total*					

5. Other Characteristics

Veteran					
Employed					
Female Headed Households					
Disabled/Special Needs					

***Totals Should Equal**

TABLE A-2
Project Report for Multnomah County, Developmental Disabilities, McKinney Special Needs SHP
Outcome and Reporting Data

Reporting Period From: _____ To: _____

Agency Specific

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	YTD
# of unduplicated Households/Individuals Served					**
At least 30 individuals will maintain stable housing during the program and graduate (86%)					
At least 27 individuals will maintain permanent housing for 6 months after exiting the program (77%)					
At least 23 individuals will maintain permanent housing 12 months after exiting the program (65%)					
Number and percent of individuals who graduate and have sustained support for 12 months (50%)					
Number and percent of individuals who start part-time employment or an alternative to employment (10%)					
Number and percent of individuals served who report improved access to better health and personal safety (70%)					
Number and percent of individuals served who report improved quality of life (80%)					

**Unduplicated YTD may not necessarily match the sum of the quarterly unduplicated count, since one client may be served in more than one quarter.

Narrative:

On a separate page, please include as applicable:

- Information regarding the program specific for the quarter that explains changes in performance
- Any other useful information

EXHIBIT B
MULTNOMAH COUNTY: GENERAL FUND
DOMESTIC VIOLENCE COORDINATOR

I. AUTHORITY

The provision of programs to help reduce the incidence of domestic violence is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has \$34, 747 in General Funds that can be used for such efforts.

II. SCOPE OF SERVICES

County shall provide salary and overhead for two FTE staff to coordinate domestic violence intervention strategies in Multnomah County, including the Domestic Violence Coordinator. City funding shall be used to support .5 FTE of the Domestic Violence Coordinator position. The primary goals of the activities are to provide coordination for activities between jurisdictions, agencies and communities in Multnomah County. Coordination occurs in multiple ways, including through the Family Violence Coordinating Council.

Staff's major duties include:

- A. Staffing the Family Violence Intervention Steering Committee and its sub-committees and multiple projects.
- B. Maintaining relationships between and among the major stakeholders in domestic violence reduction.
- C. Assist City and County Commissioners, Departments or Bureaus in the development and implementation of domestic violence intervention policy, plans and procedures, including assistance in the development of the City's domestic violence work plan.
- D. Overseeing the development and implementation of the Department of Community and Family Services Domestic Violence Work Plan.
- E. Working with community groups to address domestic violence.
- F. Chair the Local Public Safety Coordinating Council Domestic Violence Working Group.
- G. Coordinate efforts of all County Departments to provide screening and intervention in domestic violence for all County clients and support for county staff who are victims of domestic violence.
- H. Responding to requests for information for programs and individuals.
- I. Working to increase state funding for victim services.

III. PERFORMANCE MEASURES

- A. Subrecipient will track and report on the achievement the following activities during the period of this agreement:
 - Publication of 11 monthly updates
 - Staffing for the Family Violence Intervention Steering Committee and it's subcommittees
 - Development of several reports and/or guidelines, including the following:
 - o Report on Battered Women in the Criminal Justice System
 - o Guidelines and Curricula for Domestic Violence Services on Alcohol and/or Drug Abuse/Use
 - o Assessment of the Victim Services System
 - o Guidelines for Mental Health Counselors working with Battered Women
 - Participation in Annual Domestic Violence Awareness Month Campaign (October)
 - Consultation and Coordination of the City Council's work plan on domestic violence
 - Periodic updates to the Board of County Commissioners and the City Commissioners on the status of domestic violence intervention
 - Annual data about reported domestic violence incidents

Technical assistance, as requested, to County and City Departments and Bureaus

IV. REPORTING REQUIREMENTS

The County will provide the City with quarterly performance within thirty (30) days from the end of each quarter. Quarterly reports shall a listing of the major tasks each project staff worked on during the quarter, and their status. The final report will also include performance data relating to Section III for the entire year. Performance data includes reporting on the primary outcomes of the program, which include:

- Increase victim safety/services through increased effectiveness of existing victim services system.
- Enhance effectiveness of law enforcement/criminal justice response to domestic violence, through increased coordination, development of a targeted offender project involving police, DA and Probation, policy/protocol changes based on more accurate data collection, and participation on Local Public Safety Coordinating Council.
- Increased education and awareness of domestic violence incidence, effects, and intervention strategies among other service providers.

V. COMPENSATION AND METHOD OF PAYMENT

- A. The Subrecipient will be compensated for the above described services. 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 service.
- B. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the Subrecipient or any subcontractors with whom the Subrecipient enters into agreements without prior written permission from the City Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by CITY-funded programs.
- C. IT IS AGREED THAT TOTAL COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY-FOUR THOUSAND, SEVEN HUNDRED AND FORTY-SEVEN DOLLARS (\$34,747) OF GENERAL FUNDS.

VI. City Project Manager

- A. The City Project Manager shall be Heather Lyons, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City 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 all other City actions referred to herein.

**U. S. Department of Housing
and Urban Development
Office of Community Planning
and Development**

Annual Progress Report (APR)

for

Supportive Housing Program

Shelter Plus Care

and

**Section 8 Moderate Rehabilitation
for Single Room Occupancy
Dwellings (SRO) Program**

Grantee:	
Project Sponsor:	Project Name:
Operating Year: (Circle the operating year being reported on)	
<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20	
Indicate if extension: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate if renewal: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Previous Grant Numbers for this project:	

Check the component for the program on which you are reporting.

Supportive Housing Program (SHP)	Shelter Plus Care (S+C)	Section 8 Moderate Rehabilitation
<input type="checkbox"/> Transitional Housing	<input type="checkbox"/> Tenant-based Rental Assistance (TRA)	<input type="checkbox"/> Single Room Occupancy
<input type="checkbox"/> Permanent Housing for Homeless Persons with Disabilities	<input type="checkbox"/> Sponsor-based Rental Assistance (SRA) <input type="checkbox"/> Project-based Rental Assistance (PRA)	(Sec. 8 SRO)
<input type="checkbox"/> Safe Haven	<input type="checkbox"/> Single Room Occupancy (SRO)	
<input type="checkbox"/> Innovative Supportive Housing		
<input type="checkbox"/> Supportive Services Only		

Summary of the project: (One or two sentences with a description of population, number served and accomplishments this operating year)

This grant provides transitional housing to a population of homeless single adults. Some of the adults live with spouses, partners or roommates, but none have children with them. During the program year 101 people were served in this program.

Name & Title of the Person who can answer questions about this report:	Phone: (include area code)
Address:	
Fax Number: (include area code)	

I hereby certify that all the information stated herein is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name & Title of Authorized Grantee Official:	Signature & Date:
X	
Name and Title of Authorized Project Sponsor Official:	Signature & Date:
X	

Part I: Project Progress

1. **Projected Level of Persons to be served at a given point in time.** (from the application, SHP- Sec. F; SPC- Sec. C; SRO- Sec. D)

	Projected Level	Number of Singles Not in Families	Number of Adults in Families	Number of Children in Families	Number of Families
a.	Persons to be served at a given point in time				

2. **Persons Served during the operating year.**

		Number of Singles Not in Families	Number of Adults in Families	Number of Children in Families	Number of Families
a.	Number on the first day of the operating year				
b.	Number entering program during the operating year				
c.	Number who left the program during the operating year				
d.	Number in the program on the last day of the operating year (a + b - c) = d				

3. **Project Capacity.**

		Number of Singles Not in Families	Number of Adults in Families	Number of Children in Families	Number of Families
a.	Number on the last day (from 2d, columns 1 and 4)				
b.	Number proposed in application (from 1a, columns 1 and 4)				
c.	Capacity Rate (divide a by b) = %				

4. **Non-homeless persons.** This question is to be completed for Section 8 SRO projects.

How many income-eligible non-homeless persons were housed by the SRO program during the operating year?	N/A
---	-----

5. **Age and Gender.** Of those who entered the project during the operating year, how many people are in the following age and gender categories?

Single Persons (from 2b, column 1)		Age	Male	Female
	a.	62 and over		
	b.	51-61		
	c.	31-50		
	d.	18-30		
	e.	17 and under		
Persons in Families (from 2b, columns 2 & 3)	f.	62 and over		
	g.	51 - 61		
	h.	31 - 50		
	i.	18 - 30		
	j.	13-17		
	k.	6-12		
	l.	1-5		
	m.	Under 1		

Answer questions 6 - 10 only for participants who entered the project during the operating year (from 2b, columns 1 & 2). The term **participant** means single persons and adults in families. It does not include children or caregivers. NOTE: The total for questions, 7, 8 and 10 below should be the same; respond to each of those questions for all participants.

6. **Veterans Status.** A veteran is anyone who has ever been on active military duty status.

How many participants were veterans?

7. **Ethnicity.** How many participants are in the following ethnic categories?

a.	Hispanic or Latino	
b.	Non-Hispanic or Non-Latino	

8. **Race.** How many participants are in the following racial categories?

a.	American Indian or Alaskan Native	
b.	Asian	
c.	Black or African American	
d.	Native Hawaiian or Other Pacific Islander	
e.	White	

9. **Special Needs.** How many participants have the following? Participants may have more than one. If so, count them in all applicable categories.

a.	Mental illness	
b.	Alcohol abuse	
c.	Drug abuse	
d.	HIV/AIDS and related diseases	
e.	Developmental disability	
f.	Physical disability	
g.	Domestic violence	
h.	Other (please specify)	

10. **Prior Living Situation.** How many participants slept in the following places in the week prior to entering the project? (Choose one)

a.	Non-housing (street, park, car, bus station, etc.)	
b.	Emergency shelter	
c.	Transitional housing for homeless persons	
d.	Psychiatric facility*	
e.	Substance abuse treatment facility*	
f.	Hospital*	
g.	Jail/prison*	
h.	Domestic violence situation	
i.	Living with relatives/friends	
j.	Rental housing	
k.	Other (please specify)	

*If a participant came from an institution but was there less than 30 days and was living on the street or in emergency shelter before entering the treatment facility, he/she should be counted in either the street or shelter category, as appropriate.

Complete questions 11 - 15 for all participants who left during the operating year (from 2c, columns 1 and 2). The term participant means single persons and adults in families. It does not include children or caregivers.

11. Amount and Source of Monthly Income at Entry and at Exit. Of those participants who left during the operating year, how many participants were at each monthly income level and with each source of income?

	A. Monthly Income at Entry	
a.	No income	
b.	\$1-150	
c.	\$151 - \$250	
d.	\$251- \$500	
e.	\$501 - \$1,000	
f.	\$1001- \$1500	
g.	\$1501- \$2000	
h.	\$2001 +	

	C. Income Sources at Entry	
a.	Supplemental Security Income (SSI)	
b.	Social Security Disability Income (SSDI)	
c.	Social Security	
d.	General Public Assistance	
e.	Temporary Aid to Needy Families (TANF)	
f.	Child Support	
g.	Veterans Benefits	
h.	Employment Income	
i.	Unemployment Benefits	
j.	Medicare	
k.	Medicaid	
l.	Food Stamps	
m.	Other (please specify)	
n.	No Financial Resources	

	B. Monthly Income at Exit	
a.	No income	
b.	\$1-150	
c.	\$151 - \$250	
d.	\$251- \$500	
e.	\$501 - \$1,000	
f.	\$1001- \$1500	
g.	\$1501- \$2000	
h.	\$2001 +	

	D. Income Sources at Exit	
a.	Supplemental Security Income (SSI)	
b.	Social Security Disability Income (SSDI)	
c.	Social Security	
d.	General Public Assistance	
e.	Temporary Aid to Needy Families (TANF)	
f.	Child Support	
g.	Veterans Benefits	
h.	Employment Income	
i.	Unemployment Benefits	
j.	Medicare	
k.	Medicaid	
l.	Food Stamps	
m.	Other (please specify)	
n.	No Financial Resources	

12. **Length of Stay in Program.** Of those participants who left during the operating year (from 2c, columns 1 and 2), how many were in the project for the following lengths of time?

a.	Less than 1 month	
b.	1 to 2 months	
c.	3 - 6 months	
d.	7 months - 12 months	
e.	13 months - 24 months	
f.	25 months - 3 years	
g.	4 years - 5 years	
h.	6 years - 7 years	
i.	8 years - 10 years	
j.	Over 10 years	

13. **Reasons for Leaving.** Of those participants who left the project during the operating year (from 2c, columns 1 and 2), how many left for the following reasons? If a participant left for multiple reasons, *include only the primary reason.*

a.	Left for a housing opportunity before completing program	
b.	Completed program	
c.	Non-payment of rent/occupancy charge	
d.	Non-compliance with project	
e.	Criminal activity / destruction of property / violence	
f.	Reached maximum time allowed in project	
g.	Needs could not be met by project	
h.	Disagreement with rules/persons	
i.	Death	
j.	Other (please specify)	
k.	Unknown/disappeared	

14. **Destination.** Of those participants who left during the operating year (from 2c, columns 1 and 2), how many left for the following destination?

PERMANENT (a-h)	a.	Rental house or apartment (no subsidy)	
	b.	Public Housing	
	c.	Section 8	
	d.	Shelter Plus Care	
	e.	HOME subsidized house or apartment	
	f.	Other subsidized house or apartment	
	g.	Homeownership	
	h.	Moved in with family or friends	
TRANSITIONAL (i-j)	i.	Transitional housing for homeless persons	
	j.	Moved in with family or friends	
INSTITUTION (k-m)	k.	Psychiatric hospital	
	l.	Inpatient alcohol or other drug treatment facility	
	m.	Jail/prison	
EMERGENCY SHELTER (n)	n.	Emergency shelter	
OTHER (o-q)	o.	Other supportive housing	
	p.	Places not meant for human habitation (e.g. street)	
	q.	Other (please specify)	
UNKNOWN	r.	Unknown	

15. **Supportive Services.** Of those participants who left during the operating year (from 2, columns 1 and 2), how many received the following supportive services during their time in the project?

a.	Outreach	
b.	Case management	
c.	Life skills (outside of case management)	
d.	Alcohol or drug abuse services	
e.	Mental health services	
f.	HIV/AIDS-related services	
g.	Other health care services	
h.	Education	
i.	Housing placement	
j.	Employment assistance	
k.	Child care	
l.	Transportation	
m.	Legal	
n.	Other (please specify) client assistance	

16. Overall Program Goals. Under Objectives, list your measurable objectives for this operating year (from your application, Technical

Submission, or APR) for each of the three goals listed below. Under Progress, describe your progress in meeting the objectives. Under Next Operating Year's Objectives, specify the measurable objectives for the next operating year.

a. Residential Stability

Objectives:

Progress:

Next Operating Year's Objectives:

b. Increased Skills or Income

Objectives:

Progress:

Next Operating Year's Objectives:

c. Greater Self-determination

Objectives:

Progress:

Next Operating Year's Objectives:

17. Beds. SHP recipients answer 17a. S+C recipients answer 17b. SRO recipients answer 17c. **(SHP-SSO projects do not complete this question)**

a. SHP. How many beds were included in the application approved for *this* project under 'Current Level' and under 'New Effort'?

How many of these New Effort beds were actually in place at the end of the operating year?

	Current Level	New Effort
	New Effort in Place	
Number of Beds:	30	

b. S+C. How many beds and dwelling units were being assisted with project funds at the end of the operating year? (Include beds for all participants, other family members, and care givers.)

Number of Beds: _____
Number of Dwelling Units: _____

c. SRO. How many dwelling units were being assisted at end of the operating year? (Include units occupied by "in place" non-homeless persons who qualify for assistance.)

Number of Dwelling Units: _____

Part II: Financial Information**18. Supportive Services.**

For Supportive Housing (SHP), this exhibit provides information to HUD on how SHP funding for supportive services was spent **during the operating year**. Enter the amount of SHP funding spent on these supportive services.

For Shelter Plus Care (S+C), this exhibit tracks the supportive services match requirement. Specify the value of supportive services from all sources that can be counted as match that all homeless persons received **during the operating year**. (S+C grantees should keep documentation on file, including source, amount, and type of supportive services.)

For Section 8 SRO, this exhibit provides information to HUD on the value of supportive services received by homeless persons **during the operating year**.

	Supportive Services	Dollars
a.	Outreach	
b.	Case management	
c.	Life skills (outside of case management)	
d.	Alcohol and drug abuse services	
e.	Mental health services	
f.	AIDS-related services	
g.	Other health care services	
h.	Education	
i.	Housing placement	
j.	Employment assistance	
k.	Child care	
l.	Transportation	
m.	Legal	
n.	Other (please specify) client assistance	
o.	TOTAL (Sum of a through n)	0
	Cumulative amount of match provided to date for the Shelter Plus Care Program under this grant	

19. Supportive Housing Program: Leasing, Supportive Services, Operating Costs and Administration

All grantees receiving funding under the Supportive Housing Program must complete these charts each operating year. For **expansion projects**: If SHP grant funds are for the expansion of a pre-existing homeless facility, only the people and expenditures for the additional expansion may be included, as in the original application or any grant amendments. Documentation of resources used is not required to be submitted with this report but should be kept on file for possible inspection by HUD and Auditors. Do not include any expenditures made before the SHP grant was executed.

Summary of Expenditures. Enter the amount of SHP grant funds and cash match expended during the operating year for each activity.

		SHP Funds	Cash Match	Total Expenditures
a.	Leasing			
b.	Supportive Services			
c.	Operating Costs			
d.	Administration			
e.	Total			

Note: Payments of principal and interest on any loan or mortgage may not be shown as an operating expense.

Sources of Cash Match. Enter the sources of cash identified in the Cash Match column, above, in the following categories. Use additional sheets, an necessary.

		Amount
a.	Grantee/project sponsor cash	
b.	Local government (please specify)	
c.	State government (please specify)	
d.	Federal government (please specify)	
	Community Development Block Grant (CDBG)	
e.	Foundations (please specify)	
f.	Private cash resources (please specify)	
g.	Occupancy charge / fees	
h.	Total	

20. Supportive Housing Program: Acquisition, Rehabilitation, and New Construction

All grantees that received SHP funds for acquisition, rehabilitation, or new construction must complete these charts in the year one APR

only. This exhibit will demonstrate to HUD that the grantee has contributed enough cash to at least equally match the amount of SHP funds spent for acquisition, rehabilitation, or new construction. Documentation that matching funds were provided is not required to be submitted with this report but should be kept on file for possible inspection by HUD and Auditors.

Summary of Expenditures. Enter the amount of SHP grant funds and cash match expended during the operating year for each activity.

		SHP Funds	Cash Match	Total Expenditures
a.	Acquisition			
b.	Rehabilitation			
c.	New construction			
d.	Total			

Cash Match. Enter the sources of cash identified in the Cash Match column, above, in the following categories. Use additional sheets, as necessary.

		Amount
a.	Grantee/project sponsor cash	
b.	Local government (please specify)	
c.	State government (please specify)	
d.	Federal government (please specify)	
	Community Development Block Grant (CDBG)	
e.	Foundations (please specify)	
f.	Private cash resources (please specify)	
g.	Occupancy charge/ fees	
h.	Total	

Describe any problems and/or changes implemented during the operating year.

Technical Assistance and Recommendations

Based on your experience during the last year, are there any areas in which you need technical advice or assistance? If so, please describe.

MEETING DATE: September 5, 2002
AGENDA NO: C-2
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Broadway Bridge Rehabilitation Project

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

REGULAR MEETING: DATE REQUESTED: September 5, 2002
 AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DBCS DIVISION: Land Use & Transportation

CONTACT: Stan Ghezzi or Ian Cannon TELEPHONE #: 503 988-3757
 BLDG/ROOM #: 446

PERSON(S) MAKING PRESENTATION: Consent Calendar Item

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Intergovernmental Revenue Agreement 0110982 with the Oregon Department of Transportation for the Construction Phase of Broadway Bridge Rehabilitation Project

09.05.02 Signed originals to Delma Farrell x5
09.05.02 Originals to Cathy Kramer (1 CAF & 1 contract)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



501 SE Hawthorne Blvd, Suite 320
Portland, Oregon 97214
(503) 988-5000 phone
(503) 988-3048 fax

STAFF REPORT

To: Board of County Commissioners

From: Stan Ghezzi, Bridge Services Manager, Transportation, LUT

Date: August 22, 2002

Subject: Intergovernmental Agreement for Federal Funding Broadway Bridge Rehabilitation Project (Phases 4, 5, 6 & 7)

I. Recommendation/Action Requested:

Approve the Intergovernmental Agreement (IGA) with the State of Oregon for State and Federal funding of the Broadway Bridge Rehabilitation Project.

II. Background/Analysis:

The County has developed a nine-phase construction program to rehabilitate the Broadway Bridge. Phases 1 and 2 are complete. Phase 3 has been awarded and will soon be underway. This project incorporates Phases 4, 5, 6 and 7. The Design and Preliminary Engineering stages are 90% complete. This IGA secures Federal and State funding for the Construction stage of this project. Bid opening is scheduled for November 21, 2002 with site work scheduled to begin in April 2003 and proceed for 19 – 21 months. Work in this project will include the repainting of the bridge's understructure and three spans of the upper structure in the lift span area, replacement of the concrete sidewalk, rehabilitation of the concrete deck including a new roadway surface, replacement of the lift span deck, upgrade of the electrical controls, and installation of storm-water collection and distribution system. This will be the largest transportation project managed by the County.

On February 14, 2002 the Board of County Commissioners adopted Resolution No. 02-024 authorizing the partial closure of the Broadway Bridge during construction. The resolution allows for one traffic lane in each direction and one sidewalk to be available; excludes trucks, busses and other large vehicles and allows for one 60-day full closure to all but river traffic. The Board also set project goals in areas such as contracting, economic development, environmental protection, public involvement, quality and safety.

III. Financial Impact:

Estimated total project cost for construction covered by this agreement is \$25.3 million. The project is being financed from a variety of sources, including the Highway Bridge Replacement and Rehabilitation Program and the High Priority Projects program at the federal level, the 2001 Oregon Transportation Investment Acts I and II at the state level, as well as our own Multnomah County dedicated Willamette River Bridge funds. The Willamette River Bridge funds are received through state motor vehicle registration revenue and county gas tax. The approximate funding breakdown is as follows:

Federal:	\$14,200,000 (56%)
State:	\$10,600,000 (42%)
County:	\$ 500,000 (2%)

IV. Legal Issues:

The construction project must meet State and Federal environmental regulations because of the need to remove lead-based paint as part of this project. State and Federal agencies have been involved in the project development. The National Marine Fisheries Service and the Oregon Department of Fish and Wildlife regulate pollution and storm water control procedures and effects on native wildlife and plants. The Department of Environmental Quality will determine if air quality permits will be required for the paint removal operations.

V. Controversial Issues:

None.

VI. Links to Current County Policies:

The project advances the County's goal of maintaining transportation infrastructure. Rehabilitation of the deck will provide an improved facility for motorists and cyclists. Repainting of the structure will extend the service life of the bridge by providing improved protection from the environment. Installation of storm-water catch basins will ensure that surface run-off is pre-treated before discharge into the city storm-water system or return to the Willamette River, in accordance with current state and federal environmental legislation.

VII. Citizen Participation:

There has been extensive citizen participation in the overall project for the last year. Citizen participation was not required for the governmental agreement.

VIII. Other Governmental Participation:

The agreement was drafted in partnership with ODOT, the co-signing agency. ODOT is the contract administrator for the project and will provide contract administration and quality assurance support. Multnomah County will manage the project.

The US Coast Guard has been consulted regarding bridge operations for river traffic during construction. The State Historic Preservation Office has been consulted regarding potential changes to the look and fabric of the bridge structure and stairs. Various departments within the City of Portland have or will be involved in traffic control, signal changes and detour routing. Tri-Met has been contacted about the detour that will be needed for the one bus line that uses the bridge.

Other County offices providing support include Public Affairs, Finance, the County Attorney and Transportation Division.

#

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0110982
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>09-05-02</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Environmental Services Division: Transportation Date: 8/22/02
 Originator: Stan Ghezzi Phone: 988-3757 x225 Bldg/Rm: 446/Bridges
 Contact: Cathey Kramer Phone: 988-5050 x22589 Bldg/Rm: 455/Trans
 Description of Contract: Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT) for the construction phase of the Broadway Bridge Renovation Project (Phases 4/5/6/7).
 RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: N/A RFP/BID DATE: N/A
 EXEMPTION N/A EXEMPTION EXPIRATION N/A ORS/AR: _____
 #/DATE: _____ DATE: _____ #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon Department of Transportation (ODOT)</u>		Remittance address _____	
Address <u>123 NW Flanders</u>		(If different) _____	
<u>Portland, OR 97209-4037</u>			
Phone <u>503 731 8288</u>	Payment Schedule / Terms		
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date <u>Upon approval</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Termination Date <u>December 31, 2005</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Original Contract Amount \$ <u>25,300,000</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____		
Total Amt of Previous Amendments \$ <u>N/A</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Amendment \$ <u>N/A</u>			
Total Amount of Agreement \$ <u>25,300,000</u>			

REQUIRED SIGNATURES:

Department Manager <u>[Signature]</u>	DATE <u>8/23/02</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>8/25/02</u>
County Chair <u>[Signature]</u>	DATE <u>9.5.02</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

LOCAL AGENCY AGREEMENT
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT
Broadway Bridge and Approach Ramps (#6757, 6757A & 6757C)

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its Elected Officials, hereinafter referred to as "Agency".

RECITALS

1. The Broadway Bridge is a part of the County Road System under the jurisdiction and control of Multnomah County.
2. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into cooperative agreements with the counties, cities, and units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Agency and State entered into Project Agreement 17,306 on December 1, 1999 which addressed Phases 1, 2, and 3 of the Nine Phase Program for rehabilitating the Broadway Bridge and Approaches; Agreement No. 18,155 on September 9, 2000 for preliminary engineering only, addresses Phases 4, 5, and 6. This Agreement, 19,236 will cover construction only of Phases 4, 5, 6 and 7.
4. Phases 4, 5, 6 and 7 are now combined for construction and are considered one project (Key No. 12493). Work consists of, but is not limited to, painting, electrical upgrades, replace or rehabilitate bridge decks, roadway and sidewalks.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency plan and propose to clean and paint the bridge structure above and below decks; replace or rehabilitate lift span roadway deck; install electrical upgrades; and replace or rehabilitate fixed span roadway deck and sidewalks on the Broadway Bridge and Approach Ramps (#6757, 6757A & 6757C); hereinafter referred to as "Project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. **This Agreement is for construction only.**

M C & A No. 19,236
MULTNOMAH COUNTY

2. The total Project cost for the construction element covered by this agreement is estimated as \$25,300,000. The funding is coming from a combination of Highway Bridge Replacement and Rehabilitation Program, High Priority Projects, 2001 Oregon Transportation Investment Act I and II, State and Agency funds. The estimate for the total project cost is subject to change.

3. The total HBRR funds currently available, including match, are approximately \$11,700,000. State shall provide one-half the match required on the HBRR funds only, based on the maximum allowable federal prorata. OTIA II funds shall provide the remaining match for the federal HBRR funds.

4. The total federal HPP funds are limited to the remaining unobligated funds of approximately \$4,764,096. The amount is subject to annual obligation authority imposed by TEA-21 and the annual appropriations bill. Funds, as they become available, may be used for all portions of the Project (see table below for detail related to the federal HPP funds). The Federal pro-rata share funding on this Project is 80 percent. OTIA II funds will provide the match for the federal HPP funds. Should the Project be funded at a reduced prorata, the increase in required match shall be the sole responsibility of Agency.

BROADWAY BRIDGE									
KEY No. 11065, 11066, 11067, 11132, 11133, 11134, 11136, 12493									
(\$10 Million Fed \$ over 6 yrs)									
YEAR	TOTAL FED \$ FOR PROJECT	YEAR'S % ALLOCATION	TOTAL FED \$ FOR YEAR	CUMULATIVE TOTALS	ANTICIPATED LIMITATION FOR THE YEAR	TOTAL FED \$ FOR YEAR W/ LIMITATION	CUMULATIVE TOTALS	20% MATCH	TOTAL DOLLARS
1998	\$ 10,000,000	11%	\$ 1,100,000	\$ 1,100,000	89.1%	\$ 980,100	\$ 980,100	\$ 245,025	\$ 1,225,125
1999	\$ 10,000,000	15%	\$ 1,500,000	\$ 2,600,000	88.3%	\$ 1,324,500	\$ 2,304,600	\$ 331,125	\$ 1,655,625
2000	\$ 10,000,000	18%	\$ 1,800,000	\$ 4,400,000	87.1%	\$ 1,567,800	\$ 3,872,400	\$ 391,950	\$ 1,959,750
2000 RABA	\$ 96,156	100%	\$ 96,156	\$ 4,496,156	100.0%	\$ 96,156	\$ 3,968,556	\$ 24,039	\$ 120,195
2001	\$ 10,000,000	18%	\$ 1,800,000	\$ 6,296,156	87.9%	\$ 1,582,200	\$ 5,550,756	\$ 395,550	\$ 1,977,750
2001 RABA	\$ 167,189	100%	\$ 167,189	\$ 6,463,345	100.0%	\$ 167,189	\$ 5,717,945	\$ 41,797	\$ 208,986
2002	\$ 10,000,000	19%	\$ 1,900,000	\$ 8,363,345	90.4%	\$ 1,717,600	\$ 7,435,545	\$ 429,400	\$ 2,147,000
2003	\$ 10,000,000	19%	\$ 1,900,000	\$ 10,263,345	89.0%	\$ 1,691,000	\$ 9,126,545	\$ 422,750	\$ 2,113,750
TOTALS			\$ 10,263,345			\$ 9,126,545		\$ 2,281,636	\$ 11,408,181
NON-SHADED AREAS INDICATE ACTUAL/CONFIRMED LIMITATION FOR THE YEAR									
SHADED AREAS INDICATE UNCONFIRMED PROJECTIONS FOR FEDERAL DOLLARS WITH LIMITATION									

M C & A No. 19,236
MULTNOMAH COUNTY

5. The OTIA I Funds are limited to \$7,000,000 and are for portions of the painting and the electrical work. The OTIA II funds are limited to \$2,411,947 and are for the match on the federal HBRR and HPP funds. Agency will be responsible for any matching funds that exceed the OTIA II amount. Any OTIA II funds not required for match will supplement the OTIA I work.
6. Agency shall be responsible for all costs in excess of the combined HBRR with State match, HPP and OTIA funding including any costs found to be constitutionally ineligible.
7. The term of this agreement shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2005 on which date this agreement automatically terminates unless extended by a fully executed amendment.
8. This agreement may be terminated by mutual written consent of both parties. Such consent shall not be unreasonably withheld.

State may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

- a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
- c. If Agency fails to provide payment of its share of the cost of the Project.
- d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- e. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

M C & A No. 19,236
MULTNOMAH COUNTY

9. If State terminates this agreement for the reasons described in paragraph 8, "a", "b", or "c" above, Agency must reimburse State all Oregon Transportation Investment Act I and II funds expended on this Project. If Agency fails to reimburse State, State may withhold future allocations of federal funds to Agency or Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred in Agency's breach.

10. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

12. Agency, as a recipient of grant funds, pursuant to this agreement with the State, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires the State to return funds to the Federal Highway Administration, the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.

13. State and Agency certify, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within their current appropriation or limitation of current biennial budgets.

14. Agency will maintain the improvements made as a result of the Project at the same level as other similar facilities owned by Agency for the useful life of the improvements.

15. Agency agrees that the Project will be on the public right-of-way and will serve general transportation needs.

16. Agency shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

SPECIAL 2001 OTIA PROGRAM REQUIREMENTS – (Paragraphs 17-20 and 22-29 Apply to OTIA I and II Portions Only) (Paragraph 21 applies to OTIA 1 Only)

M C & A No. 19,236
MULTNOMAH COUNTY

17. The 2001 OTIA Program provides funding for bridge, preservation and modernization projects chosen by the Oregon Transportation Commission.

18. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included Agency's Broadway Bridge and Approach Ramps (#6757, 6757A, & 6757C) painting Project. Additional funds were allocated to the project at the July 24, 2002 Oregon Transportation Commission meeting,

19. The funds available under the 2001 OTIA Program are State Highway Funds. To be eligible for reimbursement under the 2001 OTIA Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.

20. Agency and State have a joint obligation to ensure timely expenditure of 2001 OTIA Program monies and comply with the provisions of the bonds that finance the 2001 OTIA Program.

21a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: Completed

Documentation: Letter from Agency documenting that the milestone has been met.

Right of Way Acquisition: N/A

Documentation: Letter from Agency's legal counsel indicating that the right-of-way needed for the Project has been obtained.

Land Use Permits: Completed

Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: Completed

Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: December 30, 2003; contracted by ODOT Commission Services.

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: June, 30 2005

Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: September 30, 2005

Documentation: Letter from Agency indicating that the Project is complete, including the plant establishment period, and open to traffic. The letter shall be accompanied by Agency's final billing to ODOT.

- b. If the Agency does not meet a Project milestone date within one month of the dates specified in Paragraph 21.a, reimbursement of Agency's OTIA I portion of the Project expense shall be changed to one-half of the specified rate in Exhibit A until such time as the Project has completed the milestone and is back on schedule.
 - c. Immediately upon missing a milestone date, Agency and ODOT shall establish a project review team including Agency's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall determine (a) if failure to complete the milestone in question will jeopardize successful completion of Project, (b) what steps must be taken by Agency to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
 - d. In the event that the Project schedule itemized in Agency Obligations 21a is revised pursuant to Agency Obligation 21c, the Agency's Project Liaison and ODOT's Project Liaison shall reduce the revision to writing. The Agency's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into the intergovernmental agreement by entering into a formal amendment to this agreement.
 - e. When the Project is back on schedule according to the milestones set out in Agency Obligations 21a, including a revised schedule adopted by formal amendment, Agency shall receive any funds withheld by ODOT.
22. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

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23. Agency's Project Liaison for this agreement is Stan Ghezzi, Agency's Project Liaison is granted authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

24. ODOT's Project Liaison for this agreement is Mark Foster, 123 NW Flanders, Portland, Oregon 97209, Phone 503-731-8288. ODOT's Liaison shall:

- a. Receive any notices provided by Agency under this agreement.
- b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of Agency's invoices by ODOT.
- c. Advise Agency at Agency's request on matters affecting the Project.
- d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.

25. Agency shall place signs that identify Project as "Another Project Funded by 2001 Oregon Transportation Investment Act" (State approved design). Agency may affix additional signage that identifies local funds used for the Project.

26. Agency agrees that it will call attention to the Project and help make it visible to the public.

27. Agency agrees to provide progress information and photographs in a suitable format for posting on the OTIA web site maintained by ODOT and to provide appropriate links from Agency's web sites to the OTIA web site.

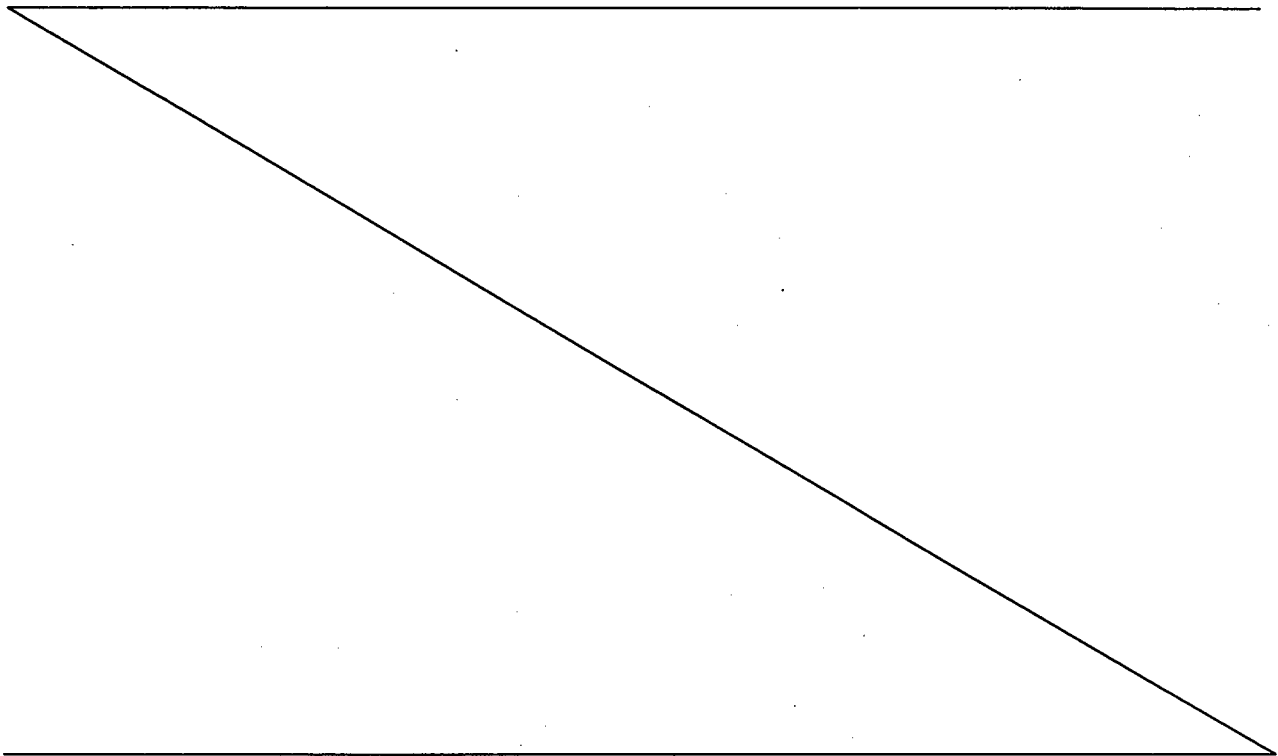
28. ODOT shall review the documentation provided by Agency to ensure that the Project undertaken by Agency is the Project approved by the Oregon Transportation Commission at its January 16, 2002 meeting.

29. ODOT shall maintain a web site for the 2001 OTIA Program listing Project status and accomplishment information for Agency's Project.

30. This agreement and attached exhibit constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No

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MULTNOMAH COUNTY

waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on October 13, 1999, approved this Project as a part of the 2000-2003 Statewide Transportation Improvement Program, Key No.'s 11132, 11133, 11134; and the OTIA portion of this project was approved on January 16, 2002, Key No. 11136. The projects under these Key Nos. have been combined into one project, Key Number 12493.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

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On January 31, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Deputy Director for OTIA, and the Chief of Staff to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

APPROVAL RECOMMENDED

By _____
Tech Serv Mgr/Chief Engineer

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

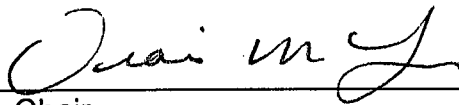
MULTNOMAH COUNTY
Billing Address:
1620 SE 190TH Ave.
Portland, Oregon 97233

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director for OTIA

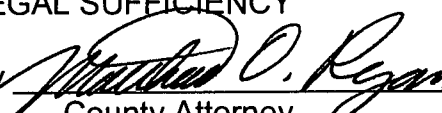
Date _____

MULTNOMAH COUNTY, by and
through its Elected Officials

By 
Chair

Date 9.5.02

APPROVED AS TO
LEGAL SUFFICIENCY

By 
County Attorney

Date 8/25/02

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 09.05.02
DEB BOGSTAD, BOARD CLERK

ATTACHMENT NO. 1, SPECIAL PROVISIONS, 19,236

1. Agency shall design the Project to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by State's Bridge Section Office Practice Manual.

2. Agency and /or consultant shall, upon State's award of construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. All eligible work shall be a federally participating cost and included as part of the total cost of the Project.

3 State may make available Region 1's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, it agrees to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the Project.

4 Subject to the limitations and conditions of, and to the extent permitted by, the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 et seq.), the Agency and State each shall be solely responsible for any loss or injury caused to third parties arising from Agency's or State's own acts or omissions under the agreement; and Agency or State shall defend, hold harmless, and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from Agency's or State's own acts or omissions under this agreement.

5 If Agency fails to meet the requirements of this agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund Distribution necessary to reimburse State for costs incurred by such Agency breach.

EXHIBIT A
M.C. & A. 19236

Project Location Map
Multnomah County
Broadway Bridge and Approach Ramps (#6757)

MEETING DATE: September 5, 2002
AGENDA NO: B-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Children's Receiving Center Report to the Board

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

REGULAR MEETING: DATE REQUESTED: September 5, 2002
AMOUNT OF TIME NEEDED: 45 minutes

DEPARTMENT: County Human Services DIVISION: _____

CONTACT: Jim McConnell TELEPHONE #: 503 988-3620
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Jim McConnell and Janice Gratton

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Per Board Adopted Budget Note: Board directed that residential component of the Children's Receiving Center is opened and provides services to at least 8 children per night beginning October 1, 2002. Board directed the Department of County Human Services report back by September 5, 2002 with a briefing that includes options for operational funding to utilize the Children's Receiving Center by October 1, 2002.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: John Ball

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

Children's Receiving Center Options

A Report to the Board of County Commissioners

SEPTEMBER 5, 2002



Exterior — Davis Street

Presented by:

Jim McConnell/DCHS
Janice Gratton/DCHS
Doug Butler/Facilities



Exterior — Play Area from Service Building Side



Interior — Great Room

Children's Receiving Center (CRC)

Ad Hoc Committee to Review the Shelter Model - July 22, 2002

Committee members:

Craig Opperman, Christie School; Rob Abram, State DHS; Toni Peterson, State DHS; Dan Saltzman, City Commissioner; Jeff Cogen, staff to Comm. Saltzman.

Also present were Janice Gratton and Jim McConnell, Multnomah County staff to the CRC Project.

Status to date:

- The Shelter building is ready to open October 1, 2002.
- The program (Christie School) is ready to open with 8 beds on Oct. 1, 2002.
- State funding for the CRC Shelter is still committed.
- The assessment teams (Morrison Center and Multnomah County) are already in the Service building.
- Administration staff for the CRC Campus (Multnomah County) are on site.
- Contracts for the other tenants (State DHS, Police, DA) are close to completion.
- There is still a shortfall of at least \$200,000 for the Shelter Program.
- The Board of County Commissioners included a note in the 2002-03 adopted budget that the Department of County Human Services find the money for the shelter for an opening date of October 1, 2002. The Department is scheduled to report back to the BCC on September 5, 2002.

Issues:

- There have been changes in Federal/State statutes related to Children being removed from the home.
- There are "practice" changes:
 - Shortened length of stay
 - A goal of "one move per child" is the ideal
 - Use and need for shelter services for this age group is decreasing, but in the view of Committee members, has not gone away
- There is still debate in Child welfare circles about the uses of shelter setting in a "family" setting as opposed to an "institutional" setting
- All involved in Child Welfare would prefer not to have to remove children from the home, if at all possible
- Some advocates are proponents of **no** congregant (institutional) shelter intervention

Discussion:

Some Committee members expressed reservations about the "shelter" approach in light of the above issues. However, they do see a need at the present time for the shelter in this community and want to move forward. Committee members reviewed a letter from Angela Sherbo, a lawyer with the Juvenile Rights Project. Members agreed to compare the numbers of potential users of the CRC in her letter with data from State DHS for other similar periods.

Ms. Sherbo also indicated that the Annie E. Casey Foundation would pay for technical assistance and consultation on "best practices" for emergency shelter and alternative uses of the CRC building. At a second meeting of the committee, with Angela in attendance, Committee members expressed interest in the technical assistance offer to the CRC Steering Committee.

Position Statement:

- All committee members are still committed and want to move forward with at least the 8-bed model.
- All committee members are still committed to the provision of a continuum of emergency shelter resources with the CRC being one of resources on that continuum.
- Get the program in place to provide the services by October 1, 2002.
- Test the model for at least 24 months; build in an evaluation component.
- Get a solid commitment for 24 months to assure quality and consistency in the program.
- Continue to build the community around the CRC Campus with the following understandings:
 - If the numbers of referrals do not support the shelter model, then adapt and change the use of the CRC
 - If the model is successful, use the 24- month period to seek on-going stable funding
 - Allow for the addition of other alternatives e.g. crisis respite, social skills development, other populations of children
- The CRC Steering Committee negotiates with the Annie E. Casey Foundation for funding for Technical Assistance and possible evaluation of the program.

Gateway Children's Center/Children's Receiving Center

Project Summary—

In May 1996, Multnomah County voters approved bonds to fund a Children's Receiving Center. Local children's advocates saw a need for a facility where abused and neglected children could be cared for on a short-term basis. The center will primarily serve children ages 3 to 12 who cannot be placed with a relative and who do not need the extensive services offered by hospitals or special residential care facilities. The Children's Receiving Center is the anchor for a multi-service children's campus housing a variety of programs and community services for young children and families.

The campus is designed to provide a place where children who have been removed from their homes for reasons of abuse or neglect can be taken for immediate care and comprehensive assessment with minimum additional disruption. If placement with their family or a relative is not in the best interest of the child, the Center will work to ensure a successful and stable placement in foster care. It will also allow for sibling groups to remain together.

Elements of the Receiving Center include a short-term shelter facility, a supervised visitation area, and developmental, medical and mental health assessments. The Multi-Disciplinary Team (MDT), which includes staff from the Portland Police Bureau's Child Abuse Team (CAT), the Multnomah County District Attorney's Office, and the State Department of Human Services-Child Welfare Child Abuse Hotline will be housed in a separate facility, adjacent to the Children's Receiving Center.

The opportunity to site the MDT on the campus with the Children's Receiving Center has created a more efficient children's protective services system. This reduces the need for transporting the children, often frightened and traumatized from the experience of being removed from their homes, from one agency to another. At the same time, it reduces the number of times the child must be interviewed about the circumstances that led to his or her removal from home.

The Need—

The current system of housing children who have been removed from their homes due to abuse and neglect is inconsistent, and often adds to the trauma children have already experienced. Currently, children must wait in the company of police officers or caseworkers before an emergency foster home is located. Some children will go through multiple foster care placements before a permanent placement is found. The Children's Receiving Center would provide immediate professional care and support for these children in a home-like atmosphere. Research indicates:

- Nearly 80 children enter emergency shelter care in Multnomah County every month
- Approximately two-thirds of these children are between the ages of 1 and 12
- Statistics gathered by the Child Welfare Partnership show the vast majority of children in the protective services system are from east of the Willamette River

Project Description—

The Children's Receiving Center is in the process of renovating two existing buildings and a third building for the shelter has been constructed. The first of the two existing buildings is a three-story, 25,000 sq. ft. structure that will house the Multi-Disciplinary Team as well as other leasable space. The second of the existing buildings is a 15,000 sq. ft. structure that has a full pediatric clinic and lab, a mental health and developmental clinic, supervised visitations and, in the near future, will house Head Start classrooms. It also has additional leasable space available. The third structure is a new 10,000 sq. ft. residential facility providing short-term housing and services for up to 16 children.

Project Partners—

Partners include the City of Portland, Multnomah County District Attorney, local law enforcement, Multnomah County Department of Human Services, Multnomah County Health Department, Oregon Department of Human Services-Child Welfare, Christie School, Morrison Center, and Mt. Hood Community College Head Start.

Project Planning—

Project partners meet monthly under the direction of District Attorney Mike Schrunk to ensure that planning continues in a timely manner. Additionally, Multnomah County's Department of County Human Services convenes Operations meetings for system planning purposes every Thursday.

For More Information—

Janice Gratton, Project Manager
Gateway Children's Center/Children's Receiving Center
10317 E. Burnside
Portland, OR 97216
503 988-6250 x24046
janice.e.gratton@co.multnomah.or.us

Lisa Kulkarni, Coordinator
Gateway Children's Center/Children's Receiving Center
10317 E. Burnside
Portland, OR 97216
503 988-6250 x28276
lisa.a.kulkarni@co.multnomah.or.us

Summary Children's Receiving Center Estimated Usage

<u>Date</u>	<u>Source</u>	<u>Beds</u>	<u>AvDailyPop(ADP)/ Children Served</u>	<u>Comments</u>
1996	PSU Child Welfare Partnership	16	12-18	*
2001	Mult. Co.—Elli Hall	8	3.2	**
2002	Mult. Co.—Alt. Pop. Comm.	8	6-8	***
2002	JRP-Actual Preliminary Hearings	8	1.7/10 total	****
2002	DCHS-Multnomah-Actual Preliminary Hearings plus failed Foster Placements	8	2.0/14 total	*****

*Based on practice patterns, economic distress of recession in 1980's

**Child Welfare reform/practice change, based on 4-11 yo

***Inclusion of children for respite, in need of alternate foster care, ages 3-12 yo plus siblings

****Based on 14 day period (June 7-June 21), Preliminary Hearings only

*****Based on independent review 14 day period (June 7-21), Preliminary Hearings & failed foster homes, review of July 1-14 revealed a similar number

NOTE: For both periods (June 7-June 21 and July 1-July 14) there were large sibling groups of 5-6 children in the immediate preceding week that would have been placed at CRC if it had been available. These numbers would have increased the ADP/Children served to 2.7/19 total for the June period and to 3.2/15 total for the July period.

ALTERNATIVE POPULATIONS/USE SUGGESTIONS:

1. First entering Foster Care
2. Respite
3. Waiting while E-desk is finding a home (less than 23 hrs.)
4. Family to Family decision-making meetings with parent training
5. Extended Structured Visitation-covering 8-10 hours for non-custodial parents to stay with their young child(ren), eat and play with them
6. Foster Care Evaluation—up to 14 day stay for children who are having difficulty in their current setting

Goals and Objectives for Evaluation of the Children's Receiving Center Adopted by the Outcomes and Protocols Committee, June 2002

The goals of the Receiving Center include:

1. Provide safe, comfortable and supportive short-term care that is responsive to the child's cultural background.
2. Reduce emotional stress to children taken into protective custody.
3. Screen the immediate health and mental health needs of children taken into protective custody. Ensure that the children's ongoing needs are met by integrating the children and their families into the community care system.

An evaluation plan for the Receiving Center sites the following criteria:

1. Admission on a 24/7 basis
2. Safe, comforting, child-centered environment
3. Used on a time limited (<7 to 21 days) to allow possibility of reunification
4. Medical screening within 24 hrs of admission
5. Sibling groups placed together
6. Appropriate initial family visits

The goals of the Gateway Children's Center include:

1. Ensure the success of the Children's Receiving Center by providing services to affected children and families, providing funding for operations, and collaborating with Receiving Center programs as appropriate.
2. Provide an array of accessible and coordinated services to young children and families to meet their physical and mental health needs.
3. Improve government efficiency by coordinating services to children and families offered by the state, county, city and private non-profits.

Protocols and Outcomes Group Goals and Outcomes

I. CHILD & FAMILY WELL-BEING (ASFA STANDARD)

CHILDREN'S RECEIVING CENTER

- **90 % of families have enhanced capacity to provide for their children's needs.***
(Oregon 76%)
 1. Service needs of children will be adequately addressed (ASFA Audit [AA])
 - a. provide for admission on a 24/7 basis (Child Welfare League of America [CWLA])
 - b. provide a caring, homelike environment (CWLA)
 - c. be used on a time-limited (<14 to 21 days) basis, to allow for careful exploration of the possibility of family reunification (CWLA)
 - d. provide medical screening for each child within 24 hours of admission (CWLA)
 - e. maintain sibling groups together (CWLA)
 - f. provide for appropriate, initial family visits. (CWLA)

GATEWAY CHILDREN'S CAMPUS

2. Service needs of parents will be adequately addressed (AA)
 - a. complete assessment of parents' needs (AA)
 - b. families will adequately address issues of risk and/or barriers to participation (AA)
 - c. service plans will reflect substantive issues related to child safety and well being
 3. Child and family involvement in case planning (AA)
 - a. facilitate family unity/decision making meetings (AA)
 - b. use FUM/FDMS to identify needs and develop service plans (AA)
- **90% of children will receive adequate services to meet their physical and mental health needs.*** (Oregon 80.9%)
 1. Physical health of the child (AA)
 - a. children in DHS's care will receive immediate health care coverage through OHP (AA)
 - b. children will have coordinated, continuous, comprehensive, timely, accessible health services including:
 - comprehensive assessment of child's health needs (CWLA)
 - establishment of a health plan integrated with the child's case plan (CWLA)
 - provision or procurement of necessary health and mental health services (CWLA)
 - coordination of services with relevant providers and agencies (CWLA)
 - collection and dissemination of relevant information (CWLA)
 - monitoring of the services being provided and the overall health status of each child (CWLA)

- c. develop, adapt and use a health record (e.g. Health Passport) that accompanies the child through the out-of-home care system and upon return home, adoption, or other planned permanency. (CWLA)
2. Mental health of the child: children in DHS's care will have mental health needs met according to guidelines in 1. b & c. (AA & CWLA)

***Outcomes will be measured by quarterly review of case files of 2% of clients served**

II. Weekly utilization review of Children's Receiving Center*

1. population
2. volume (ADP – average daily population)
3. length of stay
4. consideration of expanding target population

*** Review outcomes and recommendations will be made to the governing board**

III. Service Array*:

Services will be in place that assess the strengths and needs of children and families and determine other service needs, address the needs of families in addition to individual children in order to create a safe home environment, enable children to remain safely with their parents when reasonable, and help children in foster and adoptive placements achieve permanency.

***Outcomes measured by client (families, partners, neighbors) satisfaction surveys of integrated services delivery system.**

Residential Program as of 8-27-02

FY 03

State DHS	118,000	
CAMI	270,000	Note: Total CRC support is \$350,000 (\$80,000 goes for Admin support)
Rental Income - Building 451	162,030	Residential @10,802 sq ft @\$20 start date of Oct 1 2002
Total Revenue	550,030	

Pass Through	729,255	Christie School 8 bed model with start date Sept 15 (see attach for details)
Building Mgmt #451	62,787	10,802 sq ft @\$7.75 start date of Oct 1 2002
Total Expenses	792,041	

Deficit (242,011)

Additional resources from Friends of Gateway Children Center foundation \$24,000 (current). Also \$10,000 promised from Trailblazer's in FY 04 & FY 05.

FY 04

State DHS	118,000	Full Year Revenue
CAMI	270,000	*
Rental Income- Building 439	462,360	MDT Building @23,118 sq ft @\$20 assumes fully leased & open July 2003
Rental Income - Building 451	216,040	Full Year Revenue
Total Revenue	1,066,400	

Pass Through	921,164	Full Year 8 bed model
Building Mgmt #439	214,766	23,118 sq ft. @\$9.29 *
Building Mgmt #451	83,716	10,802 sq ft. @\$7.75*
Total Expenses	1,219,646	Average of 3.2 beds per day utilized (Per DHS report Oct 2001) \$418 per bed day (8 beds) or \$1,044 per Child per day (3.2 Children)

Deficit (153,246) *

* FY 04 projection does not include COLA.

CAMI support dependent on CAMI Board approval.

Assumes MDT fully leased, as of 8-23-02 there is 3,400 sq. ft vacant.

Facilities costs of \$9.29 & \$7.75 subject to change i.e. COLA.

Lease's rent of \$20 per sq. ft. not indexed to facilities COLA factor will result in compression i.e. revenues flat with expenses increasing.

CAS As of 8-27

FFP Revenue	252,961	Issues on mechanics collecting revenue with Health Department
DHS	50,000	Contingent upon \$50,000 CGF like kind match from County
Early Childhood	50,000	Note: revenue & expense are budgeted in Early Childhood budget not in CRC
Total Revenues	352,961	

Expenses

Pass Through	352,961	Morrison Center (see attach for detail) Need to reconcile facilities costs with budget
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Assumes CAS self supporting via FQHC expansion.

Gateway Campus Admin as of 8/27/02

	FY 03	2389 Sq ft.	2065 Sq ft	2435 Sq ft.	418 Sq ft.
		DHS (prorated)	Health	Morrison	CRC Admin
Rental Income \$20 sq ft * Building 448	138,177	39,816.67	41,300.00	48,700.00	8,360.00
CAMI Grant *	80,000				
Total Revenue	218,177				

Expenses

Personnel	137,435	.50 CFS Mgr, .50 PDS, .75 OA2, .33 Network Analyst			
Professional Services	31,320	Project Manager 522 hrs @\$60 hr			
Printing	6,888				
Supplies	2,702				
Travel & Training	500				
Local Travel	892				
Indirect Grant Paid	1,722				
Telephone	3,455				
Building Mgmt \$6.50 sq ft	70,246				
Distribution	4,080				
Total Expenses	259,240				

Deficit (41,063)

Note: 3,111 sq ft of space is still vacant. Facilities is covering operating deficit costs (\$6.50 per sq ft) for now (\$20,222). Square footages & vacancy per Jennifer Degregorio 8-9. CAMI support dependent on approval of CAMI Board. Allowance of .46 per sq ft. (13,918) recommended for contingency = \$6,402

	FY 04	2389 Sq ft.	2065 Sq ft	2435 Sq ft.	418 Sq ft.	3500 Sq Ft
		DHS	Health	Morrison	CRC Admin	Headstart
Rental Income \$20 sq ft - Building 448	216,140	47,780.00	41,300.00	48,700.00	8,360.00	70,000.00
CAMI Grant	80,000					
Total Revenue	296,140					

Personnel	103,711	.50 PDS, 1.00 OA2, .50 Network Analyst			
Professional Services	64,519	Project Manager 1044 hrs @\$60 hr (.50 FTE)			
Printing	7,095				
Supplies	2,783				
Travel & Training	515				
Local Travel	919				
Indirect Grant Paid	1,722				
Telephone	3,559				
Building Mgmt 13,918 sq. ft. \$6.70 sq ft	93,251				
Distribution	4,202				
Total Expenses	282,275				

Surplus 13,865

Note: FY 04 projection includes estimated 3% COLA.. Negotiations under way with Annie Casey foundation \$20,000 revenue for Evaluation project.

AMENDMENT #

5. ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
										0
	200000	6021	61121	Program Dev Spec-Kulkarni	700870	0.50	21,006	4,531	5,671	31,208
	200000	6001	61121	OA 2	New	1.00	23,678	5,107	9,691	38,476
	200000	6186	63291	Network Analyst	New	0.50	20,852	4,498	5,657	31,007
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
				TOTAL ANNUALIZED CHANGES		2.00	65,536	14,136	21,018	100,690

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
	200000	9612	61121	CFS Manager-Gratton	709040	0.50	40,688	8,777	7,442	56,907
	200000	6021	61121	Program Dev Spec-Kulkarni	700870	0.50	21,006	4,531	5,671	31,208
	200000	6001	61121	OA 2	New	0.75	17,759	3,830	7,268	28,857
	200000	6186	63291	Network Analyst	New	0.33	13,762	2,969	3,733	20,464
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
				TOTAL CURRENT FY CHANGES		2.08	93,215	20,106	24,114	137,435

Residential Program**FY 04**

State DHS	118,000	Full Year Revenue
CAMI	270,000	*
Rental Income- Building 439	462,360	MDT Building @23,118 sq ft @\$20 assumes fully leased & open July 2003
Rental Income - Building 451	216,040	Full Year Revenue
Total Revenue	1,066,400	

Pass Through	921,164	Full Year 8 bed model
Building Mgmt #439	197,890	23,118 sq ft. @\$8.56 (estimated average cost for campus)
Building Mgmt #451	92,465	10,802 sq ft. @\$8.56 (estimated average cost for campus)
Total Expenses	1,211,519	Average of 3.2 beds per day utilized (Per DHS report Oct 2001) \$415 per bed day (8 beds) or \$1,037 per Child per day (3.2 Children)
Deficit	(145,119) *	

* FY 04 Residential projection does not include COLA.

CAMI support dependent on CAMI Board approval.

Assumes MDT fully leased, as of 8-23-02 there is 3,400 sq. ft vacant.

Facilities estimated costs average for campus \$8.56 sq. ft

Lease's rent of \$20 per sq. ft. not indexed to facilities COLA factor will result in compression i.e. revenues flat with expenses increasing.

Gateway Campus Admin

	FY 04	2389 Sq ft.	2065 Sq ft	2435 Sq ft.	418 Sq ft.	3500 Sq Ft
		DHS	Health	Morrison	CRC Admin	Headstart
Rental Income \$20 sq ft - Building 448	216,140	47,780.00	41,300.00	48,700.00	8,360.00	70,000.00
CAMI Grant	80,000					
Total Revenue	296,140					

Personnel	103,711	.50 PDS, 1.00 OA2, .50 Network Analyst
Professional Services	64,519	Project Manager 1044 hrs @\$60 hr (.50 FTE)
Printing	7,095	
Supplies	2,783	
Travel & Training	515	
Local Travel	919	
Indirect Grant Paid	1,774	
Telephone	3,559	
Building Mgmt 13,918 sq. ft. \$8.56 sq ft	119,138	Facilities estimated average campus cost \$8.56
Distribution	4,202	
Total Expenses	308,214	

Deficit (12,074)

Note: FY 04 Admin projection includes estimated 3% COLA.. Negotiations under way with Annie Casey foundation \$20,000 revenue for Evaluation project.

BUDGET MODIFICATION: **CHS-04**
FY02/03

(For Clerk's Use) Meeting Date: **September 5, 2002**
Agenda No.: **R-1**

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COUNTY HUMAN SERVICES**

DIVISION: **N/A**

CONTACT: **CHRIS YAGER**

PHONE: **26777**

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: **Don Carlson**

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

Budget Modification CHS04 adjust staffing levels in Mental Health & Addiction Services Quality Assurance Program to reflect the current clinical model in providing for Member Services, Provider Relations, Access & Complaint Resolution across both the Drug & Alcohol and Mental Health Systems. In the area of Operations it streamlines management oversight by restructuring Business Service. No net change to revenue or expenses, reduction of 1.13 FTE.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification CHS04 reduces personnel expenses by \$62,316 in Mental Health Operations unit (.75 FTE Operations Administrator) due to streamlined management operations.

Budget Modification CHS04 removes 2.25 FTE Program Development Specialist in Member Services; replaced by 1.50 FTE Mental Health Consultants. Personnel expenses decrease by \$34,679 and premium expenses increase by \$1,500 for lead worker in Member Services.

Budget Modification CHS04 removes .38 FTE Mental Health Consultant in Quality Assurance; replaced by .75 Program Development Technician. Personnel expenses increase by \$8,405 and premium expenses increase by \$1,500 for lead worker in Quality Assurance.

Quality Assurance professional services increase by \$85,590 to continue to support the integration of Addiction Services and Mental Health Services within the Quality Assurance Program.

Service reimbursement from the Behavioral Health fund to the Insurance fund decreases by 14,035.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Reduce Svs Reim Behavioral Health to Insurance Fund (\$14,035)

TOTAL (\$14,035)

4. CONTINGENCY STATUS [To Be Completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
(Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

Deborah C. Bousted 09.05.02

BUDGET MODIFICATION: CHS 04

5. ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

[illegible]

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3002	208802	9720	63314	Ops Admin	703383	(0.75)	(43,384)	(9,358)	(9,575)	(62,316)
3002	208700	6021	63311	Prog Dev Spec-Vacant	709452	(0.75)	(28,802)	(6,213)	(8,262)	(43,277)
3002	208700	6021	63311	Prog Dev Spec-Baker	707258	(0.75)	(29,996)	(6,470)	(8,370)	(44,837)
3002	208700	6021	63311	Prog Dev Spec-Jamison	706394	(0.75)	(30,350)	(6,547)	(8,402)	(45,299)
3002	208700	6365	63311	Men Hth Cnsl-Kohler	701254	(0.38)	(19,089)	(4,118)	(4,553)	(27,759)
3002	208700	6365	63311	Men Hth Cnsl-Vacant	709951	0.75	33,466	7,219	8,682	49,367
3002	208700	6365	63311	Men Hth Cnsl-Vacant	709952		"	"	"	"
3002	208700	6020	63311	Program Dev Tech-A&D	709953					
										0
										0
										0
				TOTAL CURRENT FY CHANGES	(1.13)		(61,451)	(13,105)	(14,035)	(88,590)

BUDGET MODIFICATION: CHS 04
EXPENDITURES & REVENUES

Budget Fiscal Year: 02/03

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

Ln No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	20-88	3002			OPS CLAIMS XIX	60000	0	(62,316)	(62,316)		Permanent 703383
2	20-88	3002			OPS CLAIMS XIX	50190	(416,194)	(353,878)	62,316		IG OP-Fed thru State
3											
4	20-87	3002			QUAR MS XIX	60000	0	(34,679)	(34,679)		Permanent 709452, 707258, 706394, 709951, 709952
5	20-87	3002			QUAR MS XIX	50190	(303,391)	(270,212)	33,179		IG OP-Fed thru State
6	20-87	3002			QUAR MS XIX	60120	0	1,500	1,500		Premium (Lead Pay)
7											
8	20-87	3002			QUAR QA XIX	60000	0	8,405	8,405		Permanent 701254, 709953
9	20-87	3002			QUAR QA XIX	50190	(222,058)	(231,963)	(9,905)		IG OP-Fed thru State
10	20-87	3002			QUAR QA XIX	60120	0	1,500	1,500		Premium (Lead Pay)
11											
12	20-87	3002			QUAR PA XIX	60170	0	85,590	85,590		Professional Services
13	20-87	3002			QUAR PA XIX	50190	(91,276)	(176,866)	(85,590)		IG OP-Fed thru State
14											
15	70-80			705210		60330		(14,035)	(14,035)		Insurance
16	70-80			705210		50316		14,035	14,035		Service Reimb
17											
18											
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29											
								0	0		Total - Page 1
								0	0		GRAND TOTAL



Department of County Human Services
MULTNOMAH COUNTY OREGON

421 SW Sixth Avenue, Suite 700
Portland, Oregon 97204-1618
(503) 988-3691 phone
(503) 988-3379 fax
(503) 988-3598 TDD

MEMORANDUM

TO: Board of County Commissioners

FROM: John Ball, Interim Director
Department of County Human Services

DATE: August 19, 2002

SUBJECT: Budget Modification CHS04

I. RECOMMENDATION/ACTION REQUESTED: The Department of County Human Services recommends the approval of Budget Modification CHS04. This amendment adjust staffing levels in Mental Health & Addiction Services' Quality Management Program to reflect the current clinical model in providing for Member Services, Provider Relations, Access and Complaint Resolution across both the Drug and Alcohol and Mental Health systems. In the area of operations it streamlines management oversight by restructuring Business Services. No net change to revenue or expenses; reduction of 1.13 FTE.

II. BACKGROUND ANALYSIS: This request cuts 2.25 FTE Program Development Specialist from Member Services and .38 FTE Mental Health Consultant from Quality Assurance within the Quality Management Program. It also eliminates a .75 FTE Operations Administrator. The salary saving will be used to create 1.50 FTE Member Services Mental Health Consultant Positions and .75 FTE Program Development Technician for A & D Quality Assurance. Additional salary savings recouped from this cut will be used to designate two lead workers in the Quality Management Areas of Quality Assurance and Information and Referral Services. The remaining salary savings will be reinvested into professional services to continue to support the integration of Addiction Services and Mental Health Services within the Quality Management Program.

III. FINANCIAL IMPACT: Budget Modification CHS04 reduces personnel expenditures by \$88,590; net reduction of 1.13 FTE. Premium expenses increases by \$3,000 for two lead worker positions and professional services by \$88,590. Service reimbursement from Behavioral Health Fund to Insurance Fund decreases by \$14,035.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION

MEETING DATE: September 5, 2002
AGENDA NO: R-2
ESTIMATED START TIME: 10:20 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Mental Health Courts Funding

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

REGULAR MEETING: DATE REQUESTED: September 5, 2002
 AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DCHS DIVISION: Mental Health and Addiction Services

CONTACT: Peter Davidson TELEPHONE #: 503 988-3691, ext 26865
 BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: Peter Davidson, Seth Lyon and Robyn Gregory

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Funding from the US Department of Justice, Bureau of Justice Assistance Competitive Solicitation for Mental Health Courts

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: John Ball

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of County Human Services
MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

STAFF REPORT

TO: Board of County Commissioners
FROM: John Ball, Interim Director
RE: Grant Notice of Intent
DATE: August 28, 2002

I. Recommendation/Action Requested: Approval of the NOI to apply for funding from the U.S. Department of Justice/Bureau of Justice Assistance Competitive Solicitation for **Mental Health Courts**. The proposed response will be for funding up to \$150,000 for a period of performance up to 24 months.

II. Background/Analysis: The proposal requires submission of a ten page narrative and a cover letter from the Chair of the Board of Commissioners indicating support for the project and guaranteeing that a 25% match is available. Maximum award is \$150,000 for up to 24 months. Match equal to 25% of the total project cost is required. The Department of County Human Services has identified the available match which will include services provided by an Alcohol and Drug Evaluation Specialist and a Program Evaluation Specialist.

Planning for the proposal response has been a collaborative effort involving the Local Public Safety Coordinating Council, District Attorney's Office, Community Courts, Multnomah County Sheriff's Office, DCHS Mental Health and Addiction Services Division, Corrections Health, DCJ, and other stakeholders.

Funds awarded under this solicitation would be utilized to employ 1FTE Mental Health Consultant. This staff person would be assigned to work directly with the Community Courts to provide mental health assessments, treatment referrals, and case management for persons whose involvement with the Community Court are likely caused or exacerbated by mental illness.

III. Financial Impact: A successful proposal will result in an award of \$150,000 for 24 months. The required match will be entirely "in-kind."

IV. Legal Issues: None are anticipated.

V. Controversial Issues: None

VI. Line to Current County Policies: This proposal supports the goals of mental health re-design and implementation as it would divert persons with mental health diagnoses from the criminal justice system into the mental health treatment system. Early identification and intervention for these consumers may well result in fewer future costs of adjudication.

VII. Citizen Participation: If the proposal is successful, the National Alliance for the Mentally Ill (NAMI) will provide advocacy and consultation in implementing the proposed services.

VIII. Other Government Participation: Government participants will include the Local Public Safety Coordinating Council, the Multnomah County Department of Community Justice, the Multnomah County District Attorney/Community Courts, Multnomah County Sheriff's Office and DCHS.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: District AttorneyDIVISION: District AttorneyCONTACT: Scott MarcyPHONE: (503)988-3863

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

Mike SchrunkSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

This budget modification reduces General Fund contingency by \$211,113 to fund the Prosecuting Attorneys Association contract COLA and benefits buy back.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

In January of 2002 the County entered into contract negotiations with the Prosecuting Attorneys Association, which represents Deputy District Attorneys in Multnomah County. As the negotiations continued and the County's budget process began it became clear that final contract agreements could not be reached in time to include the monetary changes in the District Attorney's budget. It was decided and agreed that the budget office would set aside sufficient funding in the County's contingency fund to cover the final version of the contract.

This budget modification will move a total of \$211,113 from the contingency fund to the District Attorney's budget to cover salary and benefit agreements in the contract for fiscal year 2003. \$166,653 is for a 2.2% COLA for fiscal year 2003 and \$44,460 is for the benefits buy-back provision of the contract.

3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Insurance Fund service reimbursement revenue: **+\$44,460**

TOTAL \$44,460

4. CONTINGENCY STATUS [To Be Completed by Budget]

General Fund Contingency BEFORE THIS MODIFICATION AS OF 8/19/2002 \$1,828,466
(Specify Fund) AFTER THIS MODIFICATION: \$1,617,353

Originated By: <u>Scott Marcy</u>	Date: <u>8/21/02</u>	Department Director: <u>Michael Schrunk</u>	Date: <u>8-21-02</u>
Plan / Budget Analyst: <u>Chris Hays</u>	Date: <u>8-21-02</u>	Employee Services: <u>Michael Schrunk</u>	Date: <u>8-21-02</u>
Board Approval: <u>Deborah C. Boagston</u>	Date: <u>09.05.02</u>		

Budget Modification:

DA 03-01

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	15-10	1000		151100		60120	3,503	59,054	55,551		
2	15-10	1000		151100		60140	137,863	152,683	14,820		
3	15-20	1000		152100		60120	0	55,551	55,551		
4	15-20	1000		152100		60140	198,928	213,748	14,820		
5	15-30	1000		153100		60120	3,531	59,082	55,551		
6	15-30	1000		153100		60140	121,114	135,934	14,820		
7	70-01	3500		705210		50316		(44,460)	(44,460)		
8	70-01	3500		705210		60330		44,460	44,460		
9	19	1000		9500001000		60470		(211,113)	(211,113)		
10								0			
11								0			
12								0			
13								0			
14								0			
15								0			
16								0			
17								0			
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24								0			
25								0			
26								0			
27								0			
28								0			
29								0			
								0	0	0	Total - Page 1
								0	0	0	GRAND TOTAL

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod: DA 03-01

2. Amount requested from General Fund Contingency: \$211,113

3. Summary of request:

This budget modification requests \$211,113 to cover the General Fund costs of the Multnomah County Prosecuting Attorneys Association settlement.

Wages @ 2.2% COLA = \$166,653

Health and Welfare Pick-Up = \$44,460

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? If so, when?

If so, what were the circumstances of its denial?

Contract settlement requests from contingency for various bargaining units are routinely requested for General Fund costs when the contracts are finalized.

5. Why was this expenditure not included in the annual budget process?

This expenditure was not included because the contract had not been settled during the budget process.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other Departmental sources of funds available?

General Fund cost of contract settlements typically come from the General Fund.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

No new revenue, cost savings or payback is anticipated.

8. This request is for a (Quarterly _____) (Emergency _____) review.

9. For emergency requests only: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments which you feel would be helpful.


Signature of Department Head / Elected Official

8-21-02
Date



Michael D. Schrunk, District Attorney

1021 SW Fourth Avenue, Room 600
Portland, OR 97204-1193
Phone: 503-988-3162 Fax: 503-988-3643
www.co.multnomah.or.us/da/

M E M O R A N D U M

To: BOARD OF COUNTY COMMISSIONERS
From: MICHAEL D. SCHRUNK, DISTRICT ATTORNEY
Date: August 20, 2002
Subject: Budget Modification to fund Prosecuting Attorneys Assoc. contract

I. **Action Requested:** Approve a budget modification moving contingency funds to the District Attorney's Office budget for the purpose of funding the Prosecuting Attorney's Association contract.

II. **Background Analysis:** In January of 2002 the County entered into contract negotiations with the Prosecuting Attorneys Association, who represents Deputy District Attorneys in Multnomah County. As the negotiations continued and the Counties budget process began it became clear that final contract agreements could not be reached in time to include the monetary changes in the District Attorney's budget. It was decided and agreed that the budget office would set aside sufficient funding in the Counties contingency fund to cover the final version of the contract. This budget modification will move a total of \$211,113 from the contingency fund to the District Attorney's budget to cover salary and benefit agreements in the contract for fiscal year 2003.

Financial Impact: The total of \$211,113 represents a combination of \$166,653 in cola adjustments for fiscal year 2003 and \$44,460 in medical benefits buy back for fiscal year 2003. This \$44,460 will be moved to the Counties insurance fund as reimbursement revenue while the remaining \$166,653 will be budgeted in the District Attorney's budget as premium pay.

III. **Legal Issues:** n/a

IV. **Controversial Issues:** n/a

V. **Link to other County Policies:** n/a

VI. **Other Government Agency Participation:**



MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS
& COMMUNITY SERVICES
BUDGET & SERVICE IMPROVEMENT DIVISION
BUDGET OFFICE

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD
4TH FLOOR
PO BOX 14700
PORTLAND OR 97293-0700

PHONE (503) 988-3883
FAX (503) 988-3048
TDD (503) 988-5170

To: Board of County Commissioners

From: Ching Hay, Budget Ch

Date: March 31, 2002

Subject: Contingency Request for the District Attorney's Office Budmod DA03-01

The Budget Office recommends approval of budget modification DA03-01. This modification reduces the General Fund contingency by \$211,113 to cover the cost of the Prosecuting Attorneys Association's contract with the County. Contract costs have not been budgeted in the DA's office and this modification budgets for it.

	Amount
2.2% COLA	\$166,653
Benefits Buy Back	\$44,460
TOTAL	\$211,113

Contract settlement requests from contingency for various bargaining units are routinely requested for General Fund costs when contracts are finalized.

MEETING DATE: September 5, 2002
AGENDA NO: R-4
ESTIMATED START TIME: 10:35 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for a Grant

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

REGULAR MEETING: DATE REQUESTED: Thursday, September 5, 2003
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Health DIVISION: Planning and Development

CONTACT: Jo Ann Davich TELEPHONE #: (503) 988-3663, # 26561
BLDG/ROOM #: 106/14th

PERSON(S) MAKING PRESENTATION: Donna Cassidy

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Submit a Proposal to the Health Resources and Services Administration's Ryan White CARE Act Title III HIV Early Intervention Services (EIS) Program Grant Competition

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

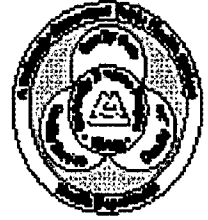
DEPARTMENT MANAGER: Lillian Shirley

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
1120 SW FIFTH AVE, 14TH FLOOR
PORTLAND, OREGON 97204
(503) 988-3674
FAX (503) 988-3283

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN, CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY, DISTRICT 1 COMMISSIONER
SERENA CRUZ, DISTRICT 2 COMMISSIONER
LISA NAITO, DISTRICT 3 COMMISSIONER
LONNIE ROBERTS, DISTRICT 4 COMMISSIONER

STAFF REPORT

TO: Multnomah County Board of Commissioners

FROM: Bonnie Kostelecky, Director
Planning and Development

THROUGH: Lillian Shirley, Director

SUBJECT: Notice of Intent to Respond to a Ryan White CARE Act Title III Request for Proposals

DATE: August 28, 2002

REQUESTED PLACEMENT DATE: September 5, 2002

I. Recommendation/Action Requested

The Multnomah County Health Department (MCHD) requests approval to submit a proposal to the Health Resources and Services Administration's *Ryan White CARE Act Title III HIV Early Intervention Services (EIS) Program* grant competition. The proposal deadline is October 1, 2003.

II. Background/Analysis

As of 12/31/01, 4,034 persons were estimated as living with HIV in the six-county Portland Eligible Metropolitan Area (EMA). This represents a 14% increase over the prior year. Although HIV is still primarily a disease of white men in the EMA, the proportion of new HIV positive cases in people of color and women is increasing.

Multnomah County Health Department (MCHD) has operated Section 330 Primary Care Clinics for underinsured and low-income county residents since 1977. MCHD has provided medical

care to HIV infected individuals from the onset of HIV disease, through its primary care clinics. To respond to the growing number of HIV/AIDS clients, and the demand for specialized care from "expert" providers, MCHD applied for and was awarded Ryan White Title III Early Intervention funds in 1990. MCHD is the only agency in Oregon with Ryan White Title III Early Intervention funds. These funds established the HIV Health Services Center in 1990, and the clinic has been in operation since that time. This Center serves a six-county area that includes Multnomah, Washington, Clackamas, Columbia, Yamhill and Clark counties.

The HIV Health Services Center (HHSC) is the largest single provider of HIV-specific care in the state of Oregon. The Center has existing linkages and partnerships with many community-based-agencies. All clinical providers at HHSC have a minimum of 5 years experience in HIV care and treatment, and support staff have specialized in HIV services. All clinic staff have chosen to work in the HIV service field, and bring great passion and commitment to their work. HHSC is recognized locally and nationally as a center of excellence.

The Ryan White CARE Act CARE Title III grant funds are needed to continue services provided by the HHSC. Specifically the grant will support: 1) HIV counseling, testing, and referral; 2) Medical evaluation and clinical care; 3) Other primary care services; and 4) Referrals to other health services.

III. Financial Impact

Multnomah County Health Department will request approximately \$800,000 per year for a three-year period from the Health Resources and Services Administration to support the project. No new county funds are needed to support these projects.

IV. Legal Issues

None.

V. Controversial Issues

None. The proposed grant funds would improve current efforts.

VI. Link to Current County Policies

The proposed project is consistent with current County policies, and addresses the Health Department's interest in reducing communicable diseases.

VII. Citizen Participation

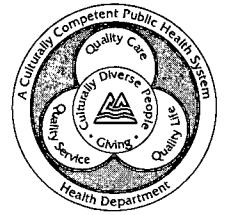
Citizen stakeholders are represented on the MCHD's Community Health Council, the HIV Planning Council and the HIV Health Services Center's Client Advisory Board.

VIII. Other Government Participation

The project may involve working with the Oregon Health Division and other health departments.



HEALTH DEPARTMENT MULTNOMAH COUNTY OREGON



OFFICE OF THE DIRECTOR
1120 SW 5TH AVENUE, SUITE 1400
PORTLAND, OREGON 97204-2394
(503) 988-3674
FAX (503) 988-4117
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Multnomah County Board of Commissioners

FROM: Bonnie Kostelecky, Director *Bonnie Kostelecky*
Planning and Development

THROUGH: Lillian Shirley, Director *Lillian Shirley*

SUBJECT: Notice of Intent to Respond to a Ryan White CARE Act Title III Request for Proposals

DATE: August 28, 2002

REQUESTED PLACEMENT DATE: September

I. Recommendation/Action Requested

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from "expert" providers, MCHD applied for and was awarded Ryan White Title III Early Intervention funds in 1990. MCHD is the only agency in Oregon with Ryan White Title III Early Intervention funds. These funds established the HIV Health Services Center in 1990, and the clinic has been in operation since that time. This Center serves a six-county area that includes Multnomah, Washington, Clackamas, Columbia, Yamhill and Clark counties.

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V. Controversial Issues

None. The proposed grant funds would improve current efforts.

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The proposed project is consistent with current County policies, and addresses the Health Department's interest in reducing communicable diseases.

VII. Citizen Participation

Citizen stakeholders are represented on the MCHD's Community Health Council, the HIV Planning Council and the HIV Health Services Center's Client Advisory Board.

VIII. Other Government Participation

The project may involve working with the Oregon Health Division and other health departments.

MEETING DATE: September 5, 2002
AGENDA NO: R-5
ESTIMATED START TIME: 10:45 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Seek a Metro Area CMAQ Transportation Demand Management Program - Region 2040 Initiatives Grant

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

REGULAR MEETING: DATE REQUESTED: September 5, 2002
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DBCS DIVISION: Community Services
CONTACT: Amy Joslin TELEPHONE #: 503 988-4092
BLDG/ROOM #: 503/4

PERSON(S) MAKING PRESENTATION: Amy Joslin

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for a Metro Area CMAQ Transportation Demand Management Programs Region 2040 Initiatives Grant on Behalf of the Green Team Employee Commute Options Committee

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of Business and Community Services

MULTNOMAH COUNTY OREGON

501 SE Hawthorne Blvd, 4th floor
Portland, Oregon 97214
(503) 988-5000 phone
(503) 988-3048 fax

STAFF REPORT

TO: Board of County Commissioners

FROM: Amy Joslin, Assistant Director of Sustainability *[Signature]*

DATE: August 28, 2002

RE: Metro Area CMAQ Transportation Demand Management Programs -
Region 2040 Initiatives Grant Proposal

1. Recommendation/Action Requested:

Approve application prepared by Facilities and Property Management on behalf of the Green Team Employee Commute Options Committee for a Metro Area CMAQ Transportation Demand Management Programs Region 2040 Initiatives Grant.

2. Background/Analysis:

The Multnomah County Green Team established one year ago formed various committees to assist in developing and promoting sustainable practices in the workplace. One of those committees was the Employee Commute Options committee. This committee wanted to actively participate in programs to make bicycling easier to increase utilization of this employee commute option.

The committee administered a project to conduct a survey of 69 County buildings in March and April this year. This survey revealed that many County buildings either lack or have substandard bike parking and other end-of-use facilities. The report is available on the Green Team website. This grant, if approved, will fund approximately 85 long term bike parking spaces at 35 sites, 100 lockers, and 25 bikes to supplement the County bicycle pool.

The grant that we are seeking is coordinated by Tri-Met and Metro to fund transportation demand management services and programs. The Region 2040 Initiatives Program (the 2040 Program) is funded with federal

Congestion Mitigation for Air Quality (CMAQ) monies. Applicants will receive notification of their approval or denial by November 29th, 2002.

All jurisdictions and non-profit organizations with the mission of implementing transportation demand management programs located in Metro's boundaries are eligible for 2040 Program funds. Projects funded with 2040 Program monies must strive to reduce the usage of single occupant vehicles and/or daily vehicle miles traveled within a specific geographic location. For Fiscal Year 2004, a total of \$118,000 is available through the 2040 Program.

3. Financial Impact:

This project will involve a 10% match. A portion of this match will be provided in the form of an in-kind contribution of employee staff administrative time. The remaining portion will be derived from limited Green Team funds as part of the Sustainability program budget. Total match = \$6,850 or equivalent.

4. Legal Issues:

There are no known legal issues.

5. Controversial Issues:

There are no controversial issues anticipated.

6. Link to Current County Policies:

The County has adopted Travel Smart Policies which identify capital investments in a sustainable transportation system that is not dominated by cars. Contained in the policy are recommendations to expand the fleet bike program (bike pool) and providing long term bicycle parking for County employees at all sites. A long term goal to provide showers and lockers for employees who bike or walk to work is also identified.

The addition of adequate bicycle parking is consistent with the transportation needs identified in the City of Portland Bicycle Master Plan, the Local Action Plan on Global Warming, and several other city, state and federal guidelines for transportation improvements.

7. Citizen Participation:

This grant proposal did not involve citizen participation.

8. Other Government Participation:

The grant that we are seeking is coordinated by Tri-Met and Metro. The City of Transportation Options Division is providing a letter of support for our project.

MEETING DATE: September 5, 2002
AGENDA NO: R-6
ESTIMATED START TIME: 10:50 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: First Reading of an Ordinance Amending MCC Chapter 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving Campaign

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

REGULAR MEETING: DATE REQUESTED: 9/5/02 and 10/3/02
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioners Maria Rojo de Steffey, Lisa Naito, Chair Diane Linn

CONTACT: Shelli Romero, TELEPHONE #: (503) 988-4435
Charlotte Comito, Kathy Turner BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Commissioners Rojo de Steffey, Naito, Chair Linn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

First Reading of an ORDINANCE Amending MCC § 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving Campaign

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Maria Rojo de Steffey & Lisa Naito & Diane Linn

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Maria Rojo de Steffey, Multnomah County Commissioner, District 1
Lisa Naito, Multnomah County Commissioner, District 3
Diane Linn, Chair, Multnomah County

STAFF REPORT

TO: Board of County Commissioners

FROM: Commissioners Rojo de Steffey, Naito and Chair Linn

DATE: September 5, 2002

RE: Amendment to MCC § 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving

1. Recommendation/Action Requested:

Adopt Ordinance Amending Multnomah County Code Chapter 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving Campaign

2. Background/Analysis:

In November 2001 the Board of County Commissioners unanimously approved Ordinance No. 969 which prohibits discrimination countywide on the basis of sexual orientation, gender identity and source of income in employment, housing and public accommodations. At the same time the BCC unanimously approved Ordinance No. 955 which amended the internal County Equal Employment Opportunity provisions to include gender identity and source of income.

In June 2002, the Board of County Commissioners approved Amendment Ordinance No. 983 Charitable Giving Campaign Ordinance accepting the changes.

The only change proposed is a further amendment to subsection (4) of 9.630 (A).

3. Financial Impact:

None.

4. Legal Issues:

None.

5. Controversial Issues:

Although the currently certified Funds and Federations will have sufficient time, until December 31, 2003, to comply with our Civil Rights Ordinance there may be some benefitting member organizations that will resist implementation of the new civil rights protections. Education and support will be necessary for those member organizations that may be unfamiliar with certain provisions or categories contained in our civil rights ordinance.

6. Link to Current County Policies:

Diversity: We honor and celebrate differences as sources of strength, Government Responsiveness, Sense of Community. As part of the underlying values for Multnomah County we are guided by a vision of a community in which people live without fear for their personal safety.

7. Citizen Participation:

NA

8. Other Government Participation:

NA

9. Additional Information: The County's volunteer Charitable Campaign Coordinator has notified currently certified Funds and Federations that benefit from the County's Charitable Contributions Campaign that this amendment to the ordinance has come before the Board. Further outreach to the charitable community at large will be undertaken upon passage of this amendment for subsequent campaigns.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC § 9.630 Relating to Certification Criteria for County Employee Combined Charitable Giving Campaign

(Language ~~stricken~~ is deleted; double- underlined language is new.)

Multnomah County Ordains as follows:

Section 1.

MCC § 9.630 is amended to read as follows:

9.630 Certification Criteria.

(A) The Council will certify funds or federations for the purpose of conducting a fund drive among county employees. The Council will certify only those funds or federations, which meet all the following criteria:

(1) The fund or federation is qualified as exempt under section 501(c)(3) of the Internal Revenue Code;

(2) The fund or federation disburses funds to at least ten charitable organizations that are qualified as exempt under section 501(c)(3) of the Internal Revenue Code;

(3) A fund or federation with an international, national, or regional focus must assign a local representative to be available as needed to meet the requirements of this subchapter and the Council's guidelines;

(4) The fund or federation has a written policy of nondiscrimination regarding race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income. This policy must be applicable to the staff and board of directors of the fund or federation. The Fund or Federation must also verify in writing that all its ~~[it will only disburse county funds to]~~ member agencies do not discriminate on the basis of ~~[that have a written policy of nondiscrimination regarding]~~ race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income.

(5) The fund or federation has made the filings required by the Charitable Trust and Corporation Act and the Oregon Charitable Solicitation Act and has not been found to be guilty of a violation of either act by a court of competent jurisdiction during the 12 months preceding its application for certification;

(6) The fund or federation has an unpaid board of directors;

(7) The fund or federation has been incorporated no less than one year prior to the date of application for certification as a fund or federation;

(8) The fund or federation demonstrates that it has filed IRS Form 990, its most recent audit (if revenue exceeds \$100,000) and CT12 return as required by state law and provides copies upon request by the Council;

(9) The fund or federation provides a direct designation to county employees. This does not limit the ability of a fund or federation to offer a donor option program;

(10) If certified by the county in a prior year, the fund or federation has paid the required share of costs for published materials as required under §9.650.

(B) Not more than seven organizations meeting these criteria and selected by the Council may be placed on the list certified by the Board as eligible to receive contributions from county employees by payroll deduction. The selection committee consists of the voting members of the Council. It must review proposals every two years and select organizations that provide county employees with the best choices within the areas of health, human welfare services, conservation, community development, cultural enrichment, and international support.

(C) Certification of a fund or federation by the Council is valid for two years. During certification, the fund or federation must respond to reasonable requests by the Council for assurance that all requirements for certification have been and are being met. Failure to respond is grounds for decertification.

Section 2.

The amendments in Section 1 apply to the certification period beginning January 1, 2004.

FIRST READING: September 5, 2002

SECOND READING AND ADOPTION: October 3, 2002

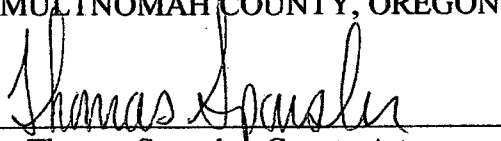
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Thomas Sponsler, County Attorney

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

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 9/5/2

SUBJECT: EMPLOYEE COMBINED CHARITABLE GIVING
CAMPAIGN

AGENDA NUMBER OR TOPIC: R-6

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: MATTAE NELSON

ADDRESS: 2856 N EMERSON

CITY/STATE/ZIP: PORTLAND OR 97217

PHONE: _____ DAYS: 503-231-5759 EVES: _____

EMAIL: MNELSON@EQUITY FOUNDATION.ORG FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

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

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 9/5/02

SUBJECT: Public Contracting Review / Charitable
Giving

AGENDA NUMBER OR TOPIC: R-6

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Lori Buckmaster

ADDRESS: 2271 SE 37th Ave

CITY/STATE/ZIP: Portland, OR 97214

PHONE: _____ DAYS: 503-697-2839 EVES: 503-234-4704

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

Please complete this form and return to the Board Clerk

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MEETING DATE: 9/5/02

SUBJECT: Support of Charitable Giving Campaign Ordinance

AGENDA NUMBER OR TOPIC: R-6

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Frank Dixon

ADDRESS: 2205 NW Johnson

CITY/STATE/ZIP: Portland OR 97210

PHONE: _____ DAYS: 503 242 3585 EVES: _____

EMAIL: fdixon@heavenet.com FAX: 503-242-3585

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
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**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 9/5/02

SUBJECT: Charitable Giving Amendment

AGENDA NUMBER OR TOPIC: R-6

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Roei Thorpe

ADDRESS: Basic Rights Oregon PO Box 40625

CITY/STATE/ZIP: Portland, OR 97204

PHONE: _____ DAYS: 222-6151 EVES: 247-3108

EMAIL: roei@basicrights.org FAX: 236-6686

SPECIFIC ISSUE: Charitable giving amendment

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
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Talking Points for CRC

- Thanks for presentation
- At this point in time, I'd like to propose that we pause and delay opening the Center on October 1.
- I would like the Board to consider the Casey Foundation's offer to facilitate a discussion in which we can explore alternative program models that will get us to the highest and best use of this facility and be the most effective model for kids in the child welfare system.
- I'd like to thank all of those committed individuals who've been involved with this project from the beginning. I greatly appreciate Commissioner Saltzman's leadership and the continued involvement of the City of Portland, the State of Oregon, our staff here at the County and our community partners and the judicial community.
- I am proud of the level of multi-jurisdictional coordination and the unfailing dedication of all of you to improving the experience and lives of children in public care.
- It is clear from what we've just heard that several significant realities have changed since we began working on the Children's Receiving Center.

- The staff report and additional testimony outline a series of considerable changes – both programmatic and financial – that present the County with serious challenges.
- First, the number of kids projected to need the Shelter service at the CRC under the current program model is remarkably small.
- *This is a good thing.* It means that our community and efforts on the state level have been doing a great job in helping to address the needs of the child welfare system – like respite care.
- Of course, there are still areas in which we can improve, and I look forward to exploring those challenges and developing effective models to better address the needs of kids in our system.
- In addition to the complication with the current program model, Multnomah County is not in the financial position we were in 1996.
- We, like every other jurisdiction around the state, continue to feel the effects of a weakened economy.
- This past year we've been faced with a mid-year rebalance of around \$22 million and had to reduce our current fiscal year budget by approximately \$13 million – all while continuing to provide effect, core services to our communities most vulnerable.

- For Multnomah County, to allocate scarce general fund dollars to the residential project, it could mean undermining other critical programs. And we haven't been able to identify other funding mechanisms for the residential part of the campus.
- The campus is already a success. The Health and Mental Health Assessments offices are up and running. We also have DHS's child welfare supervised visitation rooms and beginning Oct. 1 - thanks to a new federal grant (thanks to Chiquita Rollins) we will also be administering supervised visitation for families of who've experienced domestic violence issues.
- A lot of important work is already being done on CRC's campus and we have a lot to celebrate.
- I appreciate the committee's recommendation to open to residential unit and evaluate the program after a few years, but again, the County is fiscally unable to dedicate the significant amount of resources it would take to support the program.
- And I believe we would be remiss if we didn't take the Casey Foundation up on their generous offer to review all of our options and be able to determine the most effective and cost efficient way to serve these kids.

- I know we all are committed to the same goals of using our resources effectively and filling a critical need in the child welfare system.
- The thought of kids who have experienced severe abuse and/or neglect struggling as the system tries to meet their needs, breaks my heart.]
- So we will make this work, but it will be done in a fiscally sound and sustainable way if my colleagues agree.



Diane M. Linn, Multnomah County Chair

September 4, 2002

Daniel Bernstine
Portland State University
By fax to 503-725-4499

Dear Mr. Bernstine:

I am writing to share news of a pending policy decision at Multnomah County. As you probably know, Multnomah County sponsors a Combined Charitable Giving Campaign which creates an opportunity for our employees to make contributions via payroll deductions to seven community organizations, one of which is the United Way. Our Board of County Commissioners most recently visited this issue in June.

One of my administration's main objectives is to ensure we are doing everything we can to address issues of discrimination within our own organization and with our clients, contractors and community partners. In recent months, my staff has begun work on a Diversity Initiative to strengthen efforts in both our employment practices and our contracting requirements. We can and will make the County a more inclusive place to work, and set the standard for non-discrimination within our community.

I am committed to promote the non-discrimination policy which is currently part of our contracting requirements: **do not discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation and source of income.** I will also recommend that our Board amend these requirements to make sexual identity an additional protected class.

We very much value Multnomah County's partnership with the United Way. United Way helps support a broad array of agencies which provide vital services to many in our community. When our Board first considered this issue, I asked my staff to more fully research the details of our current Charitable Giving Campaign and to shed light on the likely implications of any proposed policy changes. Through this effort I learned that our employees contribute approximately \$30,000 annually to the United Way as part of our Charitable Giving Campaign.

The current proposal before our Board (to be voted on September 5) would require organizations that participate in the Combined Charitable Giving Campaign to verify that they and all of their partners comply with our non-discrimination policy. This proposal is slated to take effect on January 1, 2004. I am optimistic that this timeline will allow the County to continue our ongoing partnership with the United Way.

It had been my hope that the steps taken by approximately 50 United Way organizations throughout the Country, including King County, Pierce County (Tacoma) and Jackson County (Medford), to adopt their own non-discrimination policies could have been taken in our region as well. This issue is one of fundamental fairness and must be addressed.

If you have questions about this policy, please feel free to contact Andy Smith in my office at 503-988-5772.

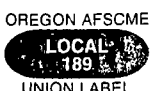
Sincerely,

Diane M. Linn
Multnomah County Chair



"Printed on recycled paper"

501 SE Hawthorne Blvd., Suite 600, Portland, Oregon 97214
Phone: (503) 988-3308, FAX: (503) 988-3093, E-Mail: mult.chair@co.multnomah.or.us





MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS
MARIA ROJO DE STEFFEY, DISTRICT 1
SERENA CRUZ, DISTRICT 2
LISA NAITO, DISTRICT 3
DIANE LINN, CHAIR

MEMORANDUM

TO: Franna Hathaway
Tom Sponslor
John Thomas

FROM: Chair Diane Linn
Commissioner Lisa Naito
Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz

DATE: September 4, 2002

RE: Public Contracting Review Board Rules

We have examined the newly proposed Public Contracting Review Board (PCRB) Rules. The current PCRB Rules contain an anti-discrimination clause for all county contracts to prohibit contractor discrimination on the basis of sexual orientation and source of income in both employment and service delivery.

We support amending the language as proposed in all new public contracts to include gender identity to ensure compliance with Multnomah County Ordinance No. 969. We further support your ongoing efforts to draft language that will clarify the County's anti-discrimination policy for all subcontractors. It is our understanding that new language should be completed within a month's time.

We intend to bring a resolution as soon as practicable, if necessary, to adopt the new PCRB Rules in their entirety. Thank you for your excellent work.

August 26, 2002

The following anti-discrimination clause appears in the boilerplate of all county contracts and purchase orders.

Anti-Discrimination Clause for all County Contracts

Anti-discrimination Clause. Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

The Public Contract Review Board (PCRB) Rules are adopted by resolution and govern all "public contracts" entered into by the County. Public Contracts are defined in the Oregon Revised Statutes as "any purchase, lease or sale by a public agency of personal property, public improvements or services other than agreements which are for personal service."

Although these rules do not apply to personal (professional) services contracts the County Attorney's office has prepared boilerplate contract language for all County contracts including personal services. This boilerplate is on the County MINT and is required to be used for county contracting. The anti-discrimination requirements are also in our solicitation documents.

The current PCRB Rules listed below do not include "gender identity" as a protected class. These rules were last updated 10/21/99, prior to Ordinance 969, adopted 11/29/01 which added gender identity to the protected classes. The proposed rules below do add gender identity.

Current PCRB Rules

60.030 Policy

- (1) It is the intent of Multnomah County to provide opportunities for all segments of the business population to participate in the Multnomah County Purchasing Program. In order to assure opportunity, every County contract and/or subcontract for construction, maintenance, or services shall include provisions barring discrimination against or differential treatment of MBE's, WBE's and ESB's.
- (2) Multnomah County has a compelling governmental interest in prohibiting discrimination in programs, activities, services, benefits and employment whether carried out by the County itself or through a contractor with whom the County arranges to carry out its programs and activities. Every County contract shall contain a provision prohibiting discrimination by the contractor based on race, religion, color, sex, marital status, familial

status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits and employment.

Proposed PCRB Rules

60-0030 Policy

- (1) It is the intent of Multnomah County to provide opportunities for all segments of the business population to participate in the Multnomah County purchasing opportunities. In order to assure opportunity, every County Contract and/or subcontract for construction, maintenance, or services shall include provisions barring discrimination against or differential treatment of MBEs, WBEs and ESBs.
- (2) Multnomah County has a compelling governmental interest in prohibiting discrimination in programs, activities, services, benefits and employment whether carried out by the County itself or through a Contractor with whom the County arranges to carry out its programs and activities. Every County Contract shall contain a provision prohibiting discrimination by the Contractor based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.

MEETING DATE: September 5, 2002
AGENDA NO: R-7
ESTIMATED START TIME: 11:10 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Regarding County Anti-Discrimination Practices

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

REGULAR MEETING: DATE REQUESTED: Thursday, September 5, 2002
AMOUNT OF TIME NEEDED: 10 mins.

DEPARTMENT: Non-Departmental DIVISION: Commissioner Serena Cruz
CONTACT: Mary Carroll TELEPHONE #: 503 988-5275
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Serena Cruz

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution Regarding County Anti-Discrimination Practices

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Serena Cruz

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Commissioner Serena Cruz, District 2

MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 600

Portland, Oregon 97214

(503) 988-5219 phone

(503) 988-5440 fax

www.co.multnomah.or.us/cc/ds2/

Serena@co.multnomah.or.us

STAFF REPORT

TO: Board of County Commissioners

FROM: Commissioner Serena Cruz

DATE: August 28, 2002

RE: Resolution Regarding County Anti-Discrimination Practices

1. Recommendation/Action Requested: Approve resolution Affirming County's anti-discrimination practices
2. Background/Analysis: Chair Linn's Diversity Initiative will make recommendations on County contracting and employment practices regarding anti-discrimination. This resolution resolves that those recommendations will be consistent with County's charitable campaign requirements.
3. Financial Impact: None
4. Legal Issues: N/A
5. Controversial Issues: N/A
6. Link to Current County Policies: Good Government
7. Citizen/Other Government Participation: N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Resolution Regarding County Anti-Discrimination Practices

The Multnomah County Board of Commissioners Finds:

- a. It is the policy of Multnomah County to eliminate discrimination based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.
- b. Multnomah County approved Ordinance 969 to establish a Civil Rights Ordinance that found that such discrimination poses a threat to the health, safety and general welfare of the citizens of the County, and menaces the institutions and foundations of our community.
- c. Chair Diane Linn's initiative to review the County employment, administrative and contracting practices will recommend improvements to strengthen the County's anti-discrimination and affirmative action practices.

The Multnomah County Board of Commissioners Resolves:

Multnomah County will adopt rules and practices for employment and contracts that are consistent with the anti-discrimination policies required by MCC 9.630 for charitable organizations.

ADOPTED this 5th day of September 2002.

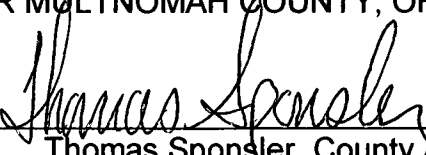
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Thomas Sponsler, County Attorney

MEETING DATE: September 5, 2002
AGENDA NO: B-2
ESTIMATED START TIME: 11:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Legislative Update on Special Session V

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

REGULAR MEETING: DATE REQUESTED: Thursday, September 5, 2002
AMOUNT OF TIME NEEDED: 30 mins

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: Gina Mattioda TELEPHONE #: (503) 988-5766
BLDG/ROOM #: 503/6/PAO

PERSON(S) MAKING PRESENTATION: Gina Mattioda and Stephanie Soden

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

Legislative Update by the Public Affairs Office on Special Session V

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Public Affairs Office

MULTNOMAH COUNTY OREGON

501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214
(503) 988-6800 phone
(503) 988-6801 fax

September 5, 2002

To: Board of Commissioners

From: Gina Mattioda and Stephanie Soden
Public Affairs Office

Re: Special Session V

The Legislature called itself into the fifth Special Session on September 1, 2002 to deal with the additional general fund shortfall of \$482 million as reported in the September Economic and Revenue Forecast. The state's general fund shortfall is due to a continued decline in income revenue receipts due to Oregon's economic recession. Overall, the state general fund has declined by almost \$1.5 billion this year.

Budget cuts

In response to this latest shortfall and in preparation for this Special Session, Governor Kitzhaber asked state agencies to present plans for budget reductions should he be forced to address the \$482 million shortfall with across-the-board cuts only. The attached table (Attachment 1) shows potential state budget reductions and their estimated impact on Multnomah County's programs and services.

In addition, the Oregon Department of Education proposed across-the-board cuts of \$202 million which would eliminate 2,580 teachers and 290 counselors statewide. Agency officials estimate that class sizes would increase by 3 students in elementary, 3 students in middle school, and 4 students in high school.

If Measure 19 is defeated on the September 17 election, K-12 education would take another \$150 million cut because that amount would not be transferred into the school fund from the Education Endowment Fund. An additional 2,320 teachers would be cut statewide. School officials would decide to either eliminate 12 school days or increase class sizes by 3 in elementary and 2 in both middle and high schools to accommodate this budget reduction.

Communication with legislature

Also attached is the Association of Oregon Counties' talking points for Special Session V (Attachment II). Their main message focuses on the need for the Legislature to create a balanced budget package, one that includes some borrowing, some new revenues and some cuts. This message coincides with the message the Public Affairs Office has conveyed on behalf of the Board of Commissioners throughout the Special Sessions this year.

Legislation introduced

Several bills have been introduced in Special Session V, although at this point, very few have moved through the process. Below is a status report on bills as of 9/4/02.

House Bill 4070 – Sponsored by Speaker Simmons, this legislative referral proposes to bond \$250 million in future cigarette tax revenues to pay for schools and other public services. The Speaker's intent was that the remaining shortfall would be addressed through across-the-board cuts implemented by the Governor. This bill passed out of committee, but does not appear to have support for a House vote at this time.

House Bill 4071 – Provides the ballot title and explanation for HB 4070 should it be referred to the November ballot.

House Bill 4072 – Establishes a temporary tax credit against income or corporate excise tax for expansion in full-time employment. This bill was introduced by the House Special Session Committee on Economic Growth and Job Development, but has not been voted out of committee.

Senate Bill 1028 – This bill effectively ends the PERS system for new hires after July 1, 2003 and directs the Legislature to implement a successor system. It was voted out of the Senate PERS Stabilization Committee on Wednesday.

Senate Bill 1029 – Excludes judges from the PERS system. The bill has not moved out of committee.

Senate Bill 1030 – Excludes members of the Legislature from the PERS system. The bill has not moved out of committee.

Budget rebalance plans

As reported in the news media, several budget rebalance ideas have been discussed in the Capitol. If the Legislature fails to act, the Governor would be forced to make across-the-board cuts totaling approximately \$482 million, or 20% of state agency budgets for the remainder of the biennium. This option does not appear to have support.

The Speaker proposed HB 4070 which would bond future cigarette tax revenues to generate \$250 million, forcing the remainder of the shortfall to be made up of across-the board cuts. This option does not appear to have support as well.

Most likely, a compromise plan, similar to one proposed by Rep. Bill Witt (R-Cedar Mill), will gain support. It has been discussed in concept to include some bonding of future cigarette tax revenues, some generation of real revenue through a temporary income tax increase, and some level of state agency budget cuts. Amounts and details of each part of this plan are under negotiation. However, in this scenario, state agencies are expecting to cut anywhere from \$70-100 million, which would negatively impact county programs and services.

The Public Affairs Office will continue to monitor the Special Session and provide status reports as events occur.

Proposed Cuts	State Funding Portion	Funding Portion to Multnomah County	Impact to Multnomah County
Safety Net Clinics	\$1,200,000 GF	N/A	Jeopardizes the financial health of vulnerable safety net clinics, especially smaller and rural health centers. Oregon would lose the opportunity to draw \$2-3 million in federal matching funds.
Oregon Health Plan – change eligibility date	\$1,663,369 GF \$2,460,004 FF	N/A	Major impacts on providers operating on thin margins and/or serving small volumes of clients. Increased cost shifting to emergency rooms and psychiatric inpatient services in hospitals. Negatively impacts DCJ clients leaving DOC and entering community supervision.
Oregon Health Plan – reduce eligibility for women & children down to 133% of FPP	\$953,623 GF \$1,410,430 FF	N/A	Indirect impact on clinic capacity.
Oregon Children's Plan – eliminate remainder of mental health and A&D	\$2,600,000 GF	N/A	CCFC, Nurse/Family Partnership Teams – Health, and Family Support Teams – DCHS would be negatively impacted. These funds have not been received. Loss of access to them will impact full implementation of the county's early childhood plan. Note: \$5.5 million has been cut statewide to date.
Oregon Project Independence – eliminate remainder	\$2,684,505 GF \$357,834 FF	Est. \$1,221,979 annually DCHS	5-10% will go on Medicaid at a higher cost to the state. 900 clients will lose services beginning 10-02-02.
Medicaid Long-Term Care – in-home service levels 15-17	\$1,615,216 GF \$2,272,240 FF \$176,441 OF	N/A	4,500 clients – an estimated 700 of these will go into a nursing facility at a higher cost to the state. 1,100 will lose services 11-01-02.
Medicaid Long-Term Care – in-home service levels 10-14	\$4,982,980 GF \$6,932,654 FF \$616,991 OF	N/A	
Medicaid Long-Term Care – in-home Service levels 7-9	\$2,406,575 GF \$2,904,372 FF \$241,608 OF	N/A	320 clients would lose services.
Medicaid Long-Term Care – 24-hour care levels 10-17	\$4,952,830 GF \$7,375,440 FF		250 clients in structured living will lose services.
Local mental health services (HB 3024)	\$2,433,864 GF		Populations including children in the child welfare and juvenile justice systems, adults who are frequently incarcerated due to mental illness, and

Potential Impacts of Special Session V Proposed Across-the-Board Cuts on Multnomah County
Prepared by the Public Affairs Office
September 5, 2002

Proposed Cuts	State Funding Portion	Funding Portion to Multnomah County	Impact to Multnomah County
			under or unserved adults and children with mental disorders will be affected in DCJ and DCHS. This puts increased pressure on existing safety net services. Clients may end up in acute care systems at higher cost.
Mental Health Office of Consumer Technical Assistance	\$221,250 GF	N/A	
Mental Health supported employment program (180 people covered)	\$765,853 GF	N/A	90 clients would lose ADS intensive case management. Reduced mental health rehabilitation capacity for DCHS.
Community mental health medication and treatment for 1,700 non-Medicaid clients	\$3,180,379 GF	Est. \$900,000 DCHS and MCSO (50% of full MHS 20 Allocation)	Would reduce funds for mental health outpatient services for indigent, non-OHP clients by 50%. Cuts would result in higher usage of crisis services and acute inpatient services, as well as cost shifting to other areas of the system. Would also result in increased likelihood of adverse or critical incidents.
182 beds of adult mental health residential treatment	\$928,382 GF	N/A	90 clients would lose intensive case management services in Multnomah County – DCHS.
Community mental health outpatient services for 2,000 adults and 3,500 children – (non-Medicaid)	\$3,180,379 GF	N/A	
Developmentally disabled group homes	\$3,196,125 GF \$892,575 FF	N/A	
School-based health clinics	\$820,144 GF	Est. \$200,000 Health	This state support currently funds the equivalent of one county clinic and two staff positions providing system-wide support.
Babies First	\$385,280 GF	Est. \$80,000 Health	Additional loss of estimated \$1 million for targeted case management Medicaid billing – approximately one-third of home nursing team resources.
Perinatal and prenatal programs	\$155,072 GF	Est. \$25,000 Health	Eliminates perinatal care for 50 clients per year.
State support for county public health communicable disease control programs	\$85,049 GF		

Potential Impacts of Special Session V Proposed Across-the-Board Cuts on Multnomah County
Prepared by the Public Affairs Office
September 5, 2002

Proposed Cuts	State Funding Portion	Funding Portion to Multnomah County	Impact to Multnomah County
Reduce alcohol and drug residential treatment capacity from 608-511	\$1,450,123 GF \$969,028 FF		
Community corrections inflation rate calculation	\$1,577,664 GF	\$322,249 DCJ \$168,976 MCSO \$4,161 PSCC	<p>The funding reduction for DCJ would result in a reduction of Adult Probation and Parole Officer and corresponding support staff and management positions. The reduction in staff levels would force DCJ to eliminate field supervision for offenders placed on supervision for non-person related offenses, such as Unauthorized Use of a Vehicle (UUV); Property Offenses, including Burglary I, Burglary II, and Theft I; Distribution of a Controlled Substance (lower level drugs); and Criminal Mischief I. These offenders would most likely be supervised through the DCJ Low and Limited Risk Response Team.</p> <p>The cuts to MCSO funding would affect already strained jail bed resources.</p>
Eliminate balance of non-mandated programs: A&D Treatment Work-based education Cognitive Restructuring	\$2,571,815 GF	N/A	<p>Offenders leaving prison will have received no treatment or skill development while incarcerated. This will increase pressure on Multnomah County transitional services, substance abuse treatment, and employment and educational programs. Offenders will be less prepared to re-enter the community, increasing the probability that they will commit new crimes due to untreated substance abuse issues and lack of transition readiness support.</p>
Close 7 prisons and release 3,950 inmates to counties	\$26,540,141 GF	Estimated \$2,355,000 in additional costs	<p>Multnomah County's supervision caseload of approximately 10,000 offenders will increase by approximately 1,240 high-risk felony offenders with no accompanying funding. Approximately 20-30% of these offenders would require supervision on sex offender, gang, and mental health specialized caseloads. Since this additional workload will need to be absorbed within existing resources, parole and probation officer (PPO) caseloads of medium and high-risk offenders will increase, making it more difficult to effectively supervise offenders. In addition, the supervision level / intensity for offenders convicted of non-person related crimes, i.e., drug and property offenses will decrease.</p> <p>This cut may potentially trigger the <i>opt out</i> clause in community corrections legislation.</p>

Proposed Cuts	State Funding Portion	Funding Portion to Multnomah County	Impact to Multnomah County
Multnomah County Gang Funding		Biennial allocation: \$2,710,417-3,150,000	<p>Eliminating these resources would directly affect services to gang-affected, high-risk youth in the Portland area, most of whom are Hispanic and African American. Although juvenile crime in general is down, gang violence and gang-related crime are still serious concerns in Portland. Similarly over-representation of youth of color in the justice system continues to be a serious challenge and these dollars fund services that are critical to addressing over-representation.</p> <ul style="list-style-type: none"> ▪ Community-based Services for High-Risk, Gang Affected Youth of Color: These dollars fund community-based services for gang-affected youth of color at high-risk of commitment to OYA's correctional institutions. These community-based services provide culturally specific treatment and programs that help reduce the recidivism of these youth. Elimination of these services would severely decrease the community's ability to serve high-risk, gang affected youth of color, leading to increased gang related crime and continued over-representation of youth of color committed to OYA facilities. ▪ Shelter Beds for High-Risk, Gang Affected Youth of Color: These dollars provide five (5) cost-effective, stabilizing shelter beds for gang-affected, youth of color at high-risk of commitment to OYA correctional institutions. Eliminating these shelter beds would result in releasing these high-risk youth to the community without the stabilizing support of temporary shelter and / or unnecessarily committing these youth to OYA facilities. ▪ Multi-systemic Family Therapy (MST): These dollars fund a nationally proven model of MST services provided by DCJ and Self Enhancement, Inc. Services include intensive family- and community-based treatment that addresses the multiple needs of high-risk juveniles and their families. Counselors meet with families in their homes and provide individualized referral and counseling services focused on improving the ecology of the family; addressing substance abuse issues, developing life skills, accessing community and extended family support systems, and breaking the intergenerational cycle of crime.

Proposed Cuts	State Funding Portion	Funding Portion to Multnomah County	Impact to Multnomah County
			<p>Strengthening and increasing the functionality of families leads to stronger neighborhoods and reduced crime.</p> <ul style="list-style-type: none"> ▪ Assessment, Intervention, and Treatment Program (AITP) and Gang Supervision Unit: These dollars match approximately \$400,000 in Federal Title XIX funds (FY03) used for AITP. This program provides 15 30-day secure beds for evaluation and intervention. These dollars also fund staffing for the AITP and Gang supervision units. Both of these units provide services to youth at high-risk of commitment to OYA facilities.
250 OYA close custody beds	\$6,500,000 GF	N/A	Multnomah County youth occupy approximately 20-25% of OYA close custody beds. Reduction of 250 beds would reduce the maximum 101 beds available to Multnomah County by approximately 50-62 beds. These youth, currently held at Youth Correctional Facilities, would be paroled to the community with no accompanying resources. The County routinely utilizes all of its available OYA beds. This reduction will force the County to manage more high-risk youth in the community, straining already limited resources.
160-180 OYA residential, shelter and foster beds	Unknown	N/A	Multnomah County regularly accesses these beds for local youth on probation. This reduction would eliminate 30-40 of the beds used by Multnomah County youth in need of a safe place to stay, resulting in increased commitments to OYA facilities and an increased risk to community safety.
Diversion and juvenile crime prevention programs	\$1,000,000 GF	\$200,000 to \$250,000 DCJ	<p>Diversion: Cuts to these funds would result in the decrease in the number of juvenile court counselors and a corresponding increase in caseload sizes.</p> <p>Juvenile Crime Prevention (Basic): This cut would severely reduce mental health services in detention, reduce the number of juvenile court counselor positions with a corresponding increase in caseload sizes, and reduce community provider shelter beds. This cut would also reduce funding for the Juvenile Residential Alcohol and Drug Treatment Unit (RAD), which annually serves 30 high-risk, seriously addicted youth who have not succeeded in community-based treatment and who would otherwise be committed to OYA facilities.</p>

Proposed Cuts	State Funding Portion	Funding Portion to Multnomah County	Impact to Multnomah County
Juvenile crime prevention grants to counties	\$938,815 GF	\$167,511 DCJ	A cut in these resources would reduce staffing in the diversion and early intervention units. The youth served by these units (over 2000 annually) display multiple risk factors and are at high risk for further system involvement. These prevention dollars are also combined with JCP Basic dollars to fund the RAD unit. Therefore, these cuts would also reduce funding for the RAD unit, which annually serves 30 high-risk, seriously addicted youth who have not succeeded in community-based treatment and who would otherwise be committed to OYA facilities.
District Attorney witness fees	\$400,000 GF	Est. \$150,000 to \$250,000 DA	This cut reflects elimination of the entire witness fee county grant program.
Property tax collection grants to counties	\$248,000 GF	A&T - DBCS	This cut reflects a 10% cut of the current payment made to counties to offset local costs of administration of the property tax program.

September 1, 2002

To: Members of the Legislative Assembly

Subject: PRISON, PAROLE/PROBATION, JUVENILE
CORRECTION/SERVICES, PUBLIC HEALTH, ALCOHOL AND
DRUG ADDICTION, MENTALLY ILL, DEVELOPMENTALLY
DISABLED, AND SENIOR SERVICES FUNDING

We write to advise you of the funding status of the above programs and the possible consequences of a \$482.2M across-the-board budget reduction *for citizens and communities we both serve*. These impacts discussed in this memo will occur even if k-12 education is held harmless through bonding the cigarette tax increase. *We believe the harm to the individual citizens and the community necessitate your consideration of new revenue.*

Public Safety

- Close 7 prisons and release 3,950 inmates in the community (makes a very problematic assumption that the county will pick up the \$7.5M cost to supervise these felons; also raises questions of violation of M30 and statutory State commitments under SB 1145) **[backfilled in HB 4070]**
- At the sametime, cut \$1.6M from county supervision of SB 1145 felons, causing counties to shorten sanctions and give more freedom to locally supervised felons in the community (this equals the cost of supervising 73 SB1145 offenders who have an average of 3.5 prior felony convictions and 88% of whom have failed supervision before) - **[backfilled in HB 4070]**
- Close 5 juvenile correction facilities and release a significant number of the 250 youth to the community on supervision. Competition will be keen for severely reduced services and supervision capacity (youth already receiving services will be released from OYA custody to the community to make space for the 250 released from correction facilities) - **[backfilled in hb 4070]**
- Close 170 residential, shelter and foster care facilities and release individuals to the community from state custody
- Eliminate 30 parole officer positions eliminating service for 900 juvenile

offenders

- Cut juvenile offender diversion funds and juvenile crime prevention basic service funds and eliminate service for 1,125 juvenile offenders.

** When these juvenile service cuts are carried forward to 24 month (biennial) basis, there will be 7,500 juvenile offenders without service*

Public and Mental Health

- Elimination of Babies First program resulting in elimination of 58 public health nurses and service to 9,259 high risk infants and children
- Elimination of prenatal and perinatal services resulting in elimination of an additional 53 public health nurses and services to 14,761 low income and high risk pregnant women (one-third of all Oregon births)
- Eliminate funding for 20 school based health clinics and technical support to all 43 throughout the state which last year had more than 89,000 visits
- Further cut funding for residential alcohol and drug treatment services to 108 individual on top of the 2,475 people not being served as a result of cuts in Special Session III (currently, waiting lists for service exist at all programs, outreach to minority populations has decreased, and some counties are not longer providing service in school settings)
- Eliminating the mental health Office of Consumer Technical Assistance which would be a withdrawal of state support for mental health recovery and the role of consumers in improving the public mental health system
- Eliminate all funding to community mental health services for non-medicaid eligible adult and children removing this service to 3,700 adults and 3,500 children with mental illness and severe emotional disturbance.
- Eliminate funding for 182 beds for adult mental health residential treatment, eliminating housing supports and treatment (including medication) management for citizens that have the most disabling psychiatric conditions who were previously in the state hospital
- Eliminate all non-24 hour care to 4,474 children and adults with developmental disabilities.
- Close 101 group homes for 427 people with developmental disabilities (local courts would likely transfer them back to the State for care after civil

commitment proceedings)

- Cut remaining funds to safety net health clinics which provide access to physical health care to those who may have an inability to pay, are geographically isolated or who have personal, cultural or linguistic barriers.
- Change OHP eligibility date to the first of the month impacting 120,000 individuals (increasing mental health civil commitment costs to counties and making it difficult for individuals transitioning from residential treatment or custody to receive services when released to community)
- Cut remaining mental health/A&D funds under Children's Plan eliminating services to 500 individuals and families whose first born are at risk of developing mental health or addiction conditions.
- Reduce OHP eligibility for pregnant women and children down to 133% of poverty level affecting 2,500 pregnant women and children
- Eliminate CHIPS program for impacting 20,000 children.
- Eliminate medically needy program (access to necessary medication) for 8,395 individuals who are elderly or disabled
- Reduce monthly assisted living facility rates by 27% affecting facilities funded by Oregon Housing and Community Services with particular impact on rural facilities - **[backfilled in HB 4070]**
- Eliminate funding for Oregon Project Independence affecting approximately 3,000 individuals - **[partially backfilled in HB 4070]**
- Numerous reductions in long term care for a wide array of Oregon's needy citizens, particularly elderly and disabled, creating confusion and life crises. - **[restores inflation increase for nursing homes]**
- Significantly limit daycare coverage making it difficult for unemployed to get jobs or those who have gone back to work under welfare reforms to retain their jobs. (a significant number will leave ERDC and return to Temporary Assistance to Needy Families (TANF))

** The combination of eliminating Babies First! and prenatal/perinatal care will basically gut the public health nurse infrastructure and capacity in Oregon.*

Summary

These reductions will affect the lives of individuals in every county in this State. Beyond

the loss of service will be the economic impact. While increased taxes take income from businesses and individuals, so do reductions in government spending. Public employees are laid off, salaries are lost, goods and services are no longer purchased in the community. In addition, private providers providing contract services to government close their businesses, causing loss of jobs and payroll in the community. Both of these cause loss of tax revenue to Oregon. We need a balance in how we protect the safety of citizens, care for the needy and vulnerable, and protect the taxpayer