

ANNOTATED MINUTES

*Tuesday, August 11, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

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

PLANNING ITEMS

P-1 **PRE 3-92 HEARING, ON THE RECORD, TEN MINUTES PER SIDE** in the Matter of an Appeal of a June 1, 1992 Planning and Zoning Hearings Officer Decision to APPROVE, Subject to Conditions, a Single Family Residence in Conjunction with an Existing Farm Use, to be Occupied by a Son, for Property Located at 9825 NW Kaiser Road.

STAFF REPORT GIVEN. TESTIMONY AND REBUTTAL HEARD. BOARD APPROVED MOTION TO REVERSE THE PLANNING AND ZONING HEARINGS OFFICER DECISION TO APPROVE REQUEST, WITH COMMISSIONER BAUMAN EXCUSED AND COMMISSIONER KELLEY VOTING NO. STAFF TO PREPARE AND SUBMIT FINAL ORDER.

P-2 **CU 8-92 HEARING, ON THE RECORD, TEN MINUTES PER SIDE**, in the Matter of an Appeal of a June 1, 1992 Planning and Zoning Hearings Officer Decision to DENY a Conditional Use Request for a 9,000 Square Foot Warehouse and Office Structure, for Property Located at 28885 SE Dodge Park Boulevard (Continued from Tuesday, July 30, 1992).

STAFF REPORT GIVEN. TESTIMONY AND REBUTTAL HEARD. BOARD APPROVED MOTION AFFIRMING PLANNING AND ZONING HEARINGS OFFICER DECISION DENYING REQUEST, WITH COMMISSIONER BAUMAN EXCUSED AND COMMISSIONER KELLEY VOTING NO. STAFF TO PREPARE AND SUBMIT FINAL ORDER.

P-3 **First Reading of an ORDINANCE Amending the Bikeways Plan Map of the Comprehensive Framework Plan Policy 33C.**

ORDINANCE READ BY TITLE ONLY. PUBLIC TESTIMONY HEARD. FIRST READING APPROVED. SECOND READING SCHEDULED FOR TUESDAY, AUGUST 18, 1992. COMMISSIONER KELLEY TO PREPARE A RESOLUTION, IN CONJUNCTION WITH THE SECOND READING OF THIS ORDINANCE, TO ACCEPT RECOMMENDATIONS LISTED AS EXHIBIT C.

*Tuesday, August 11, 1992 - 10:45 AM
Multnomah County Courthouse, Room 602*

Chair Gladys McCoy convened the meeting at 10:45 AM with Vice-Chair Sharron Kelley and Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

AGENDA REVIEW

B-1 Review of Agenda for Regular Meeting of August 13, 1992

R-1 COMMISSIONER ANDERSON REQUESTED A LANGUAGE CHANGE ON THE FIRST WHEREAS TO READ: WHEREAS, OPPORTUNITIES FOR SAFE NON-MOTORIST CROSSING OVER THE WILLAMETTE RIVER ARE LIMITED; AND.....

R-6 & R-7 JOANNE FULLER, COMMUNITY CORRECTIONS, REQUESTED THESE ITEMS BE MOVED TO THE CONSENT CALENDAR AS THESE ARE ROUTINE INTERGOVERNMENTAL AGREEMENT RENEWALS. STAFF TO NOTE THIS INFORMATION ON THE AGENDA PLACEMENT FORM IN THE FUTURE TO INFORM THE CLERKS OFFICE FOR AGENDA PUBLICATION.

*Tuesday, August 11, 1992 - 1:30 PM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

B-2 Review and Discuss the Draft Transition Plan for the Compliance with the American's with Disabilities Act (ADA). Presented by Jerry Bittle, F. Wayne George, Dave Warren and Jan Campbell.

STAFF ADVISED THE BOARD OF THE UPCOMING RESPONSIBILITIES AND ESTIMATED BUDGET IMPACT FOR MULTNOMAH COUNTY TO COMPLY WITH THE AMERICAN'S WITH DISABILITIES ACT (ADA).

B-3 Update on the Contractor Involvement at the Juvenile Justice Complex. Presented by Hal Ogburn and Bob Nilsen.

STAFF REQUESTED AND EXPLAINED THE NECESSITY OF HAVING A SINGLE CONTRACTOR FOR THE CONSTRUCTION OF THE JUVENILE JUSTICE COMPLEX. THIS WILL BE FOLLOWED UP BY FORMAL ACTION BEFORE THE PUBLIC CONTRACT REVIEW BOARD WITHIN THREE WEEKS.

Wednesday, August 12, 1992 - 8:00 AM
PORTLAND HILTON HOTEL, ALEXANDER'S CROWN ROOM, 23RD FLOOR
921 S. W. 6TH AVENUE

SPECIAL MEETING

S-1 *The Multnomah County Board of Commissioners will Meet in a Special Meeting to Discuss Various Board Planning Issues. Facilitated by Lou Boston. 8:00 AM TO 5:00 PM.*

MULTNOMAH COUNTY BOARD OF COMMISSIONERS MET IN AN ALL DAY PLANNING SESSION AND DISCUSSED VARIOUS BOARD PLANNING ISSUES. ATTENDED BY CHAIR GLADYS McCOY, COMMISSIONERS PAULINE ANDERSON, GARY HANSEN, RICK BAUMAN AND VICE-CHAIR SHARRON KELLEY, HANK MIGGINS, EXECUTIVE ASSISTANT TO THE CHAIR, AND DAVE WARREN, PLANNING & BUDGET DIRECTOR.

Thursday, August 13, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

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

CONSENT CALENDAR

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY RICK BAUMAN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-3 AND ITEMS R-6 AND R-7 FROM REGULAR AGENDA) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

C-1 *Ratification of an Intergovernmental Agreement Amendment, Contract #100123, between Multnomah County, Developmental Disabilities Program and Oregon Commission for the Blind to Increase Employment Transportation by \$4,397.16 to Provide Service to One Client, for the Period July 1, 1992 to June 30, 1993*

APPROVED.

- C-2 *Ratification of an Intergovernmental Agreement Amendment, Contract #100143, between Multnomah County, Developmental Disabilities Program and Portland Community College, Portland Employment Project to Increase Work Activity Center Services by \$11,989.92 to Provide Services for One Client Formerly Residing in Clackamas County, for the Period July 1, 1992 to June 30, 1993*

APPROVED.

- C-3 *Ratification of an Intergovernmental Agreement Amendment, Contract #100153, between Multnomah County, Developmental Disabilities Program and the City of Portland, Parks and Recreation to Increase Work Activity Center Services by \$4,084.44 for the Addition of One Client, for the Period July 1, 1992 to June 30, 1993*

APPROVED.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *RESOLUTION in the Matter of Initiating the Willamette River Bridges Accessibility Project*

PUBLIC TESTIMONY HEARD. RICK BAUMAN MOVED TO AMEND RESOLUTION LANGUAGE, PAULINE ANDERSON SECONDED. MOTION WAS UNANIMOUSLY APPROVED. FOLLOWING MOTION BY PAULINE ANDERSON, SECONDED BY SHARRON KELLEY, ITEM R-1 (RESOLUTION 92-142) WAS APPROVED AS AMENDED.

- R-2 *In the Matter of the 1992 National Association of Counties (NACO) Achievement Awards and National Association of County Information Officers (NACIO) Awards*

AWARDS PRESENTED.

- R-3 *Second Reading and Possible Adoption of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should Be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government*

ORDINANCE READ BY TITLE ONLY. MOTION WAS MADE BY GARY HANSEN, SECONDED BY SHARRON KELLEY, TO CONTINUE SECOND READING TO THURSDAY, AUGUST 20, 1992. MOTION WAS UNANIMOUSLY WAS APPROVED.

MANAGEMENT SUPPORT

- R-4 *Ratification of an Intergovernmental Agreement, Contract #500083, between Multnomah County, Finance Division and the State of Oregon, Department of General Services to Provide Travel Management Services to the County through the State Department of General Services Contract for the Period August 15, 1992 to June 30, 1993 (Continued from Thursday, August 6, 1992)*

FOLLOWING MOTION BY SHARRON KELLEY, APPROVED BY PAULINE ANDERSON, ITEM R-4 WAS UNANIMOUSLY APPROVED.

- R-5 *Second Reading and Possible Adoption of an ORDINANCE Amending Ordinance No. 709, in Order to Revise, Add and Delete Exempt Salary Ranges*

ORDINANCE READ BY TITLE ONLY. NO PUBLIC TESTIMONY RECEIVED. FOLLOWING MOTION BY PAULINE ANDERSON, SECONDED BY GARY HANSEN, ITEM R-5 (ORDINANCE NO. 727) WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

COMMUNITY CORRECTIONS

- R-6 *Ratification of an Intergovernmental Agreement, Contract #900253, between Multnomah County, Specialized Services Division and the City of Portland to Provide \$103,800 for Trained Crew Leaders and Alternative Community Services Crews to Work in Areas Maintained by the Bureau of Parks & Recreation*

RICK BAUMAN MOVED TO REMOVE ITEM R-6 TO THE CONSENT CALENDAR, SHARRON KELLEY SECONDED. MOTION WAS UNANIMOUSLY APPROVED. ITEM R-6 WAS UNANIMOUSLY APPROVED WITH CONSENT CALENDAR.

- R-7 *Ratification of an Intergovernmental Agreement, Contract #900273, between Multnomah County, Specialized Services Division and the City of Portland to Provide \$95,632 for Services of Women Leaving Prostitution*

RICK BAUMAN MOVED TO REMOVE ITEM R-7 TO THE CONSENT CALENDAR, SHARRON KELLEY SECONDED. ITEM R-7 WAS MOVED TO THE CONSENT CALENDAR AND UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 *Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 9.10 [Uniform Mechanical Permit Fees]*

ORDINANCE READ BY TITLE ONLY. NO PUBLIC TESTIMONY RECEIVED. FOLLOWING MOTION BY PAULINE ANDERSON, SECONDED BY GARY HANSEN, ITEM R-8 (ORDINANCE NO. 728) WAS UNANIMOUSLY APPROVED.

R-9 *Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 9.30 [Uniform Plumbing Permit Fees]*

ORDINANCE READ BY TITLE ONLY. NO PUBLIC TESTIMONY RECEIVED. FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY PAULINE ANDERSON, ITEM R-9 (ORDINANCE NO. 729) WAS UNANIMOUSLY APPROVED.

R-10 *ORDER in the Matter of Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens and Shown on the Multnomah County 1992 Foreclosure List*

FOLLOWING MOTION BY GARY HANSEN, SECONDED BY SHARRON KELLEY, ITEM R-10 (ORDER 92-143) WAS UNANIMOUSLY APPROVED.

R-11 *ORDER in the Matter of Cancellation of Land Sale Contract 15555 between Multnomah County, Oregon and RONALD E. TAYLOR Upon Default of Payments and Performance of Covenants*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY GARY HANSEN, ITEM R-11 (ORDER 92-144) WAS UNANIMOUSLY APPROVED.

R-12 *ORDER in the Matter of Cancellation of Land Sale Contract 15562 between Multnomah County, Oregon and RAJINDER SINGH SAHI Upon Default of Payments and Performance of Covenants*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY GARY HANSEN, ITEM R-12 (ORDER 92-145) WAS UNANIMOUSLY APPROVED.

R-13 *ORDER in the Matter of Cancellation of Land Sale Contract 15626 between Multnomah County, Oregon and BETTY JONES Upon Default of Payments and Performance of Covenants*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY GARY HANSEN, ITEM R-13 (ORDER 92-146) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-14 *Ratification of an Intergovernmental Agreement, Contract #200743, between Mt. Hood Community College and Multnomah County, Health Department to Provide a (.5 FTE) Community Health Nurse to Assist in the Delivery of Health Services to Mt. Hood Community College Head Start/Oregon Pre-Kindergarten Program*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY PAULINE ANDERSON, ITEM R-14 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-15 *Ratification of an Intergovernmental Agreement, Contract #102923, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$39,678 in Community Development Block Grant Funds to Replace Sanitary Sewer Lines on Ash, Birch, Elm Streets Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY GARY HANSEN, ITEM R-15 WS UNANIMOUSLY APPROVED.

R-16 *Ratification of an Intergovernmental Agreement, Contract #102933, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$59,465 in Community Development Block Grant Funds to Replace Sanitary Sewer Lines on the Hawthorne/Cedar Lane Sanitary Sewer Project Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY PAULINE ANDERSON, ITEM R-16 WAS UNANIMOUSLY APPROVED.

R-17 *Ratification of an Intergovernmental Agreement, Contract #102943, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$87,850 in Community Development Block Grant Funds to the Arata Road Waterline Replacement Project Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY GARY HANSEN, ITEM R-17 WAS UNANIMOUSLY APPROVED.

R-18 *Ratification of an Intergovernmental Agreement, Contract #102953, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$59,750 in Community Development Block Grant Funds to Replace Sanitary Sewer Lines on Maple Blvd. Sanitary Sewer Replacement Project Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992*

FOLLOWING MOTION BY SHARRON KELLEY, SECONDED BY GARY HANSEN, ITEM R-18 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned.

***OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON***

Carrie Anne Parkerson

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

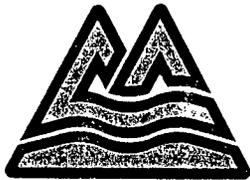
MEETING DATE: 8-13-92

Agenda Item #	Motion	Second	APP/NOT APP
* <u>C-1</u>	<u>SK</u>	<u>RB</u>	<u>App</u>
* <u>C-2</u>	<u>§</u>	<u>§</u>	<u>§</u>
* <u>C-3</u>	<u>§</u>	<u>§</u>	<u>§</u>
<u>R-1</u>	<u>RB</u> <i>Amend</i> { <u>PA</u>	<u>PA</u> <u>SK</u>	<u>App Amended Resolution</u> <u>App Amendment (down lat)</u>
<u>R-2</u>	<u>Agenda Presented</u>		
<u>R-3</u>	{ <u>TO Continue 2nd Reading 1wk to 8-20-92</u>		
<u>R-3</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-5</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<i>Motion to move to Consent Calendar</i>			
* <u>R-6</u>	SK <u>RB</u>	PA <u>SK</u>	<u>App</u> * { <u>Motion to Approve</u> <u>New Consent</u> <u>Calendar</u>
* <u>R-7</u>	<u>§</u>	<u>§</u>	<u>§</u>
<u>R-8</u>	<u>PA</u>	<u>GH</u>	<u>App</u>
<u>R-9</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-10</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-11</u>	<u>SK</u>	<u>GH</u>	<u>App</u>

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 8-13-92 p. 2

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-12</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>R-13</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>R-14</u>	<u>SK</u>	<u>PA</u>	<u>APP</u>
<u>R-15</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>R-16</u>	<u>SK</u>	<u>PA</u>	<u>APP</u>
<u>R-17</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
<u>R-18</u>	<u>SK</u>	<u>GH</u>	<u>APP</u>
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MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

August 10 - 14, 1992

- Tuesday, August 11, 1992 - 9:30 AM - Planning ItemsPage 2*
- Tuesday, August 11, 1992 - 10:45 AM - Agenda ReviewPage 2*
- Tuesday, August 11, 1992 - 1:30 PM - Board Briefings. . . .Page 2*
- Wednesday, August 12, 1992 - 8:00 AM - Special Meeting. . .Page 2*
- Thursday, August 13, 1992 - 9:30 AM - Regular Meeting . . .Page 3*

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

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers*
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers*
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers*
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers*

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, August 11, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 PRE 3-92 HEARING, ON THE RECORD, TEN MINUTES PER SIDE in the Matter of an Appeal of a June 1, 1992 Planning and Zoning Hearings Officer Decision to APPROVE, Subject to Conditions, a Single Family Residence in Conjunction with an Existing Farm Use, to be Occupied by a Son, for Property Located at 9825 NW Kaiser Road. 30 MINUTES REQUESTED.
- P-2 CU 8-92 HEARING, ON THE RECORD, TEN MINUTES PER SIDE, in the Matter of an Appeal of a June 1, 1992 Planning and Zoning Hearings Officer Decision to DENY a Conditional Use Request for a 9,000 Square Foot Warehouse and Office Structure, for Property Located at 28885 SE Dodge Park Boulevard (Continued from Tuesday, July 30, 1992). 30 MINUTES REQUESTED.
- P-3 First Reading of an ORDINANCE Amending the Bikeways Plan Map of the Comprehensive Framework Plan Policy 33C. 10 MINUTES REQUESTED.
-

Tuesday, August 11, 1992 - 10:45 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-1 Review of Agenda for Regular Meeting of August 13, 1992
-

Tuesday, August 11, 1992 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-2 Review and Discuss the Draft Transition Plan for the Compliance with the American's with Disabilities Act (ADA). Presented by Jerry Bittle, F. Wayne George, Dave Warren and Jan Campbell. 30 MINUTES REQUESTED.
- B-3 Update on the Contractor Involvement at the Juvenile Justice Complex. Presented by Hal Ogburn and Bob Nilsen. 30 MINUTES REQUESTED.
-

Wednesday, August 12, 1992 - 8:00 AM

Portland Hilton Hotel, Executive Suite, 3rd Floor
921 S.W. 6th Avenue

SPECIAL MEETING

- S-1 The Multnomah County Board of Commissioners will Meet in a Special Meeting to Discuss Various Board Planning Issues. Facilitated by Lou Boston. 8:00 AM TO 5:00 PM.

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF SOCIAL SERVICES

- C-1 Ratification of an Intergovernmental Agreement Amendment, Contract #100123, between Multnomah County, Developmental Disabilities Program and Oregon Commission for the Blind to Increase Employment Transportation by \$4,397.16 to Provide Service to One Client, for the Period July 1, 1992 to June 30, 1993
- C-2 Ratification of an Intergovernmental Agreement Amendment, Contract #100143, between Multnomah County, Developmental Disabilities Program and Portland Community College, Portland Employment Project to Increase Work Activity Center Services by \$11,989.92 to Provide Services for One Client Formerly Residing in Clackamas County, for the Period July 1, 1992 to June 30, 1993
- C-3 Ratification of an Intergovernmental Agreement Amendment, Contract #100153, between Multnomah County, Developmental Disabilities Program and the City of Portland, Parks and Recreation to Increase Work Activity Center Services by \$4,084.44 for the Addition of One Client, for the Period July 1, 1992 to June 30, 1993

App
[Handwritten bracket grouping C-1, C-2, and C-3]

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 RESOLUTION in the Matter of Initiating the Willamette River Bridges Accessibility Project - TIME CERTAIN 9:30 AM *92-142*
- R-2 In the Matter of the 1992 National Association of Counties (NACO) Achievement Awards and National Association of County Information Officers (NACIO) Awards - TIME CERTAIN 9:45 AM, ONE HOUR REQUESTED
- R-3 Second Reading and Possible Adoption of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should Be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government

App
as Amended
Awards Presented
Motion to Continue
and Rescind
1wk 8-20-92
App

MANAGEMENT SUPPORT

- R-4 Ratification of an Intergovernmental Agreement, Contract #500083, between Multnomah County, Finance Division and the State of Oregon, Department of General Services to Provide Travel Management Services to the County through the State Department of General Services Contract for the Period August 15, 1992 to June 30, 1993 (Continued from Thursday, August 6, 1992)

App

R-5 Second Reading and Possible Adoption of an ORDINANCE Amending Ordinance No. 709, in Order to Revise, Add and Delete Exempt Salary Ranges 727

JUSTICE SERVICES

COMMUNITY CORRECTIONS

R-6 Ratification of an Intergovernmental Agreement, Contract #900253, between Multnomah County, Specialized Services Division and the City of Portland to Provide \$103,800 for Trained Crew Leaders and Alternative Community Services Crews to Work in Areas Maintained by the Bureau of Parks & Recreation

R-7 Ratification of an Intergovernmental Agreement, Contract #900273, between Multnomah County, Specialized Services Division and the City of Portland to Provide \$95,632 for Services of Women Leaving Prostitution

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 9.10 [Uniform Mechanical Permit Fees] 728

R-9 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 9.30 [Uniform Plumbing Permit Fees] 729

R-10 ORDER in the Matter of Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens and Shown on the Multnomah County 1992 Foreclosure List 92-143

R-11 ORDER in the Matter of Cancellation of Land Sale Contract 15555 between Multnomah County, Oregon and RONALD E. TAYLOR Upon Default of Payments and Performance of Covenants 92-144

R-12 ORDER in the Matter of Cancellation of Land Sale Contract 15562 between Multnomah County, Oregon and RAJINDER SINGH SAHI Upon Default of Payments and Performance of Covenants 92-145

R-13 ORDER in the Matter of Cancellation of Land Sale Contract 15626 between Multnomah County, Oregon and BETTY JONES Upon Default of Payments and Performance of Covenants 92-146

DEPARTMENT OF HEALTH

R-14 Ratification of an Intergovernmental Agreement, Contract #200743, between Mt. Hood Community College and Multnomah County, Health Department to Provide a (.5 FTE) Community Health Nurse to Assist in the Delivery of Health Services to Mt. Hood Community College Head Start/Oregon Pre-Kindergarten Program

DEPARTMENT OF SOCIAL SERVICES

R-15 Ratification of an Intergovernmental Agreement, Contract #102923, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute

ADD
Motion to Move to Consent Ref. St-PA App to Move to Consent Calandry

ADD

ADD

ADD

ADD

ADD

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ADD

ADD

up to \$39,678 in Community Development Block Grant Funds to Replace Sanitary Sewer Lines on Ash, Birch, Elm Streets Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992

ADD
R-16 Ratification of an Intergovernmental Agreement, Contract #102933, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$59,465 in Community Development Block Grant Funds to Replace Sanitary Sewer Lines on the Hawthorne/Cedar Lane Sanitary Sewer Project Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992

ADD
R-17 Ratification of an Intergovernmental Agreement, Contract #102943, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$87,850 in Community Development Block Grant Funds to the Arata Road Waterline Replacement Project Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992

ADD
R-18 Ratification of an Intergovernmental Agreement, Contract #102953, between the City of Wood Village and Multnomah County, Housing & Community Services Division to Contribute up to \$59,750 in Community Development Block Grant Funds to Replace Sanitary Sewer Lines on Maple Blvd. Sanitary Sewer Replacement Project Located in the City of Wood Village, for the Period July 1, 1991 to December 31, 1992

Meeting Date: AUG 13 1992

Agenda Number: C-1

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Oregon Commission for the Blind #100123

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

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

Ratification of Amendment #1 between Multnomah County Developmental Disabilities Program and Oregon Commission for the Blind for the period July 1, 1992 through June 30, 1993. This action increases Employment Transportation by \$4,397.16 to provide service to one client. This action brings the total amount of agreement to \$377,301.48 for FY 92/93.

BOARD OF
COUNTY COMMISSIONERS
1992 AUG -5 AM 11:15
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)

Sent Original OGA + Contracts to Kathy Tinkle 8-13-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao(ac)*
Department of Social Services

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

DATE: July 13, 1992

SUBJECT: Approval of Three Amendments to IGA's with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to July 1, 1992 due to client transfers effective that date.

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of three amendments between the DD Program and Oregon Commission for the Blind #1, Portland Employment Project-Portland Community College #1, and City of Portland-Parks and Recreation #1 effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: Oregon Commission for the Blind Employment Transportation service increases \$4,397.16 to provide service to one client. This action brings the net contract total to \$377,301.48 for FY 92/93. City of Portland-Parks and Recreation Work Activity Center services increase \$4,084.44 with the addition of one client. This action brings the net contract total to \$40,844.40 for FY 92/93. Portland Employment Project-Portland Community College Work Activity Center services increase \$11,989.92 to provide services for one client who recently moved here from Clackamas County. This action brings the net contract total to \$187,863.48 for FY 92/93.

Funding for the agreements attached is available through the State Mental Health Division Grant and, as government agencies, the Contractors are exempt from the RFP process. The providers are on the Social Services Division Governmental RFQ List.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100123

Amendment # 1

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>8/13/92</u></p> <p align="center"><i>Christine Peterson</i> BOARD CLERK</p>
---	---	--

Contact Person Kathy Tinkle Phone 248-3691 Date July 7, 1992

Department Social Services Division 248-3691 Bldg/Room 160/6

Description of Contract Amendment #1 increases Employment Transportation (DD53 \$4,397.16 with the addition of one client effective July 1, 1992 through June 30, 1993.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OREGON COMMISSION FOR THE BLIND

Mailing Address 535 SE 12th Ave
Portland, OR. 97214

Phone 238-8375

Employer ID # or SS # 93-6001718

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 372,904.32

Amount of Amendment \$ 4,397.16

Total Amount of Agreement \$ 377,301.48

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Gary Nakas (cc) Date 7-17-92

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 8-4-92

County Chair/Sheriff [Signature] Date 8/13/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1236		DD53	6060				4,397.16		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 1

Duration of Agreement: July 1, 1992 to June 30, 1993

Contractor: OREGON COMMISSION FOR THE BLIND
Address: 535 S.E. 12TH AVENUE
PORTLAND OR 97214

Contract#: 100123
Phone: 238-8375
IRS No.: 93-6001718

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and
OREGON COMMISSION FOR THE BLIND, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC	SMHD	\$324,879.36	\$0.00	\$324,879.36	SERVICE CAPACITY
Work Activity Center					
DD43-SEP	SMHD	\$43,277.76	\$0.00	\$43,277.76	RATE PER MONTHLY ENROLLED CLIENTS
Supported Employment Program					
DD53-ET	SMHD	\$4,747.20	\$4,397.16	\$9,144.36	SERVICE CAPACITY
Employment Transportation					
TOTALS:		\$372,904.32	\$4,397.16	\$377,301.48	

FY93

Multnomah County Social Services Division
SUBCONTRACT AMENDMENT NUMBER 1

CONTRACTOR:
Oregon Commission for the Blind

Part II - Notes and Special Conditions

Notes:

DD53 ET funding:

Add 1 slot @\$366.43 per month effective 7/1/92 for the person with CPMS #192243.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 1

CONTRACTOR:

COUNTY:

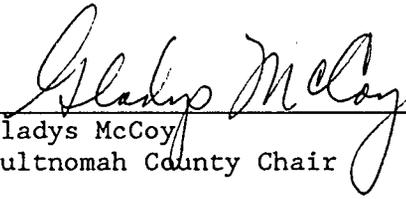
OREGON COMMISSION FOR THE BLIND

Agency Executive Director Date

By  _____ 6-23-92
Dennis Adams Date
Program Manager

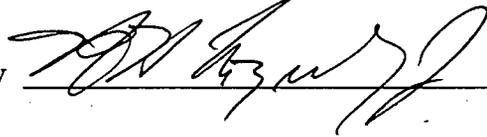
Agency Board Chairperson Date

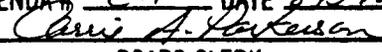
By  _____ 7/15/92
Gary Smith Date
Social Services Division
Director

By  _____ 8/15/92
Gladys McCoy Date
Multnomah County Chair

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  _____ 8-4-92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 8-13-92

BOARD CLERK

Meeting Date: AUG 13 1992

Agenda Number: C-2

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Portland Employment Project - Portland Community College

Board Briefing: _____ Regular Meeting: _____ #100143
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

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

Ratification of Amendment #1 between Multnomah County Developmental Disabilities Program and Portland Employment Project - Portland Community College for the period July 1, 1992 through June 30, 1993. This action increases Work Activity Center services by \$11,989.92 to provide services for one client who recently moved here from Clackamas County. This action brings the total amount of agreement to \$187,863.48 for FY 92/93.

Signatures

Elected Official _____

OR

Department Director Gary Nakao (u)

MULTNOMAH COUNTY OREGON
1992 AUG -5 AM 11:14
BOARD OF COUNTY COMMISSIONERS

(All accompanying documents must have required signatures!)

Sent Original OGA + Contracts to Kathy Tinkle 8-13-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary Smith, Director *G.S.*
Social Services Division

DATE: July 13, 1992

SUBJECT: Approval of Three Amendments to IGA's with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to July 1, 1992 due to client transfers effective that date.

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of three amendments between the DD Program and Oregon Commission for the Blind #1, Portland Employment Project-Portland Community College #1, and City of Portland-Parks and Recreation #1 effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: Oregon Commission for the Blind Employment Transportation service increases \$4,397.16 to provide service to one client. This action brings the net contract total to \$377,301.48 for FY 92/93. City of Portland-Parks and Recreation Work Activity Center services increase \$4,084.44 with the addition of one client. This action brings the net contract total to \$40,844.40 for FY 92/93. Portland Employment Project-Portland Community College Work Activity Center services increase \$11,989.92 to provide services for one client who recently moved here from Clackamas County. This action brings the net contract total to \$187,863.48 for FY 92/93.

Funding for the agreements attached is available through the State Mental Health Division Grant and, as government agencies, the Contractors are exempt from the RFP process. The providers are on the Social Services Division Governmental RFQ list.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100143

Amendment # 1

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RETROACTIVE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>8/13/92</u> <i>David A. Peterson</i> BOARD CLERK</p>
---	--	--

Contact Person Kathy Tinkle Phone 248-3691 Date 7/7/92

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

Description of Contract Developmental Disabilities Amendment #1 to add \$11,989.92 in funds for one client formerly residing in Clackamas County effective July 1, 1992 through June 30, 1993

RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Portland Employment Project - PCO
 Mailing Address 12000 SW 49th
Portland, OR 97219
 Phone 244-6111
 Employer ID # or SS # 93-0575187
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ 175,873.56
 Amount of Amendment \$ 11,989.92
 Total Amount of Agreement \$ 187,863.48

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Gary Nakao (ae) Date 7-17-92

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 8-4-92

County Chair/Sheriff [Signature] Date 8/13/92

VENDOR CODE		VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1258		DD40	6060				11,989.92	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 1

Duration of Agreement: July 1, 1992 to June 30, 1993

Contractor: PORTLAND EMPLOYMENT PROJECT - PCC
Address: 12000 S.W. 49TH
PORTLAND OR 97219

Contract#: 100143
Phone: 244-6111
IRS No.: 93-0575187

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and
PORTLAND EMPLOYMENT PROJECT - PCC, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC	SMHD Work Activity Center	\$30,409.92	\$11,989.92	\$42,399.84	SERVICE CAPACITY
DD42-SSP	SMHD Sheltered Services Program	\$4,810.92	\$0.00	\$4,810.92	RATE PER DAY OF SERVICE
DD43-SEP	SMHD Supported Employment Program	\$140,652.72	\$0.00	\$140,652.72	RATE PER MONTHLY ENROLLED CLIENTS
TOTALS:		\$175,873.56	\$11,989.92	\$187,863.48	

FY93

Multnomah County Social Services Division
Subcontract AMENDMENT Number 1

CONTRACTOR:
Portland Employment Project - PCC

Part II - Notes and Special Conditions

Notes:

DD40 WAC funding -

add 1 slot @ \$999.16/mo effective 7/1/92 for a person formerly residing in Clackamas County.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE.

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 1

CONTRACTOR:

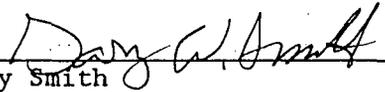
COUNTY:

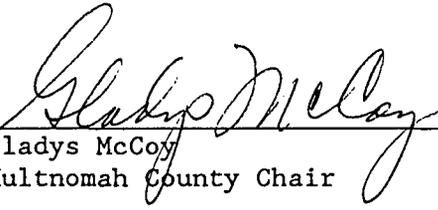
PORTLAND EMPLOYMENT PROJECT - PCC

Agency Executive Director Date

By  _____ 6-25-92
Dennis Adams Date
Program Manager

Agency Board Chairperson Date

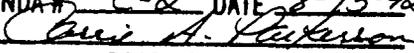
By  _____ 7/15/92
Gary Smith Date
Social Services Division
Director

By  _____ 8/13/92
Gladys McCoy Date
Multnomah County Chair

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  _____ 8-4-92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 8-13-92

BOARD CLERK

Meeting Date: AUG 13 1992

Agenda Number: C-3

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with the City of Portland - Parks and Recreation

Board Briefing: _____ Regular Meeting: _____
(date) (date)

#100153

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

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

Ratification of Amendment #1 between Multnomah County Developmental Disabilities Program and City of Portland - Parks and Recreation for the period July 1, 1992 through June 30, 1993. This action increases Work Activity Center services by \$4,084.44 for the addition of one client. This action brings the total amount of agreement to \$40,844.40 for FY 92/93.

BOARD OF
COUNTY COMMISSIONERS
1992 AUG - 5 AM 11:14
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao (ae)

(All accompanying documents must have required signatures!)

Sent Original IGA Contracts to Kathy Tinkle 8-13-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

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

DATE: July 13, 1992

SUBJECT: Approval of Three Amendments to IGA's with DD Providers

RETROACTIVE STATUS: The amendments attached are retroactive to July 1, 1992 due to client transfers effective that date.

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of three amendments between the DD Program and Oregon Commission for the Blind #1, Portland Employment Project-Portland Community College #1, and City of Portland-Parks and Recreation #1 effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: Oregon Commission for the Blind Employment Transportation service increases \$4,397.16 to provide service to one client. This action brings the net contract total to \$377,301.48 for FY 92/93.
City of Portland-Parks and Recreation Work Activity Center services increase \$4,084.44 with the addition of one client. This action brings the net contract total to \$40,844.40 for FY 92/93.
Portland Employment Project-Portland Community College Work Activity Center services increase \$11,989.92 to provide services for one client who recently moved here from Clackamas County. This action brings the net contract total to \$187,863.48 for FY 92/93.

Funding for the agreements attached is available through the State Mental Health Division Grant and, as government agencies, the Contractors are exempt from the RFP process. The providers are on the Social Services Division Governmental RFQ list.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100153

Amendment # 1

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>8/13/92</u> <i>Carrie A. Peterson</i> BOARD CLERK </p>
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Contact Person Kathy Tinkle Phone 248-3691 Date July 7, 1002

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

Description of Contract Amendment #1 increases WAC (DD40) \$4,084.44 with the transfer of one client effective July 1, 1992 through June 30, 1993.

RFP/BID # Exemption -IGA Date of RFP/BID _____ Exemption Exp. Date 6/94

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CITY OF PORTLAND PARKS & RECREATION

Mailing Address 426 NE 12th
Portland, OR. 97232

Phone 248-4328

Employer ID # or SS # 93-6002236

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 36,759.96

Amount of Amendment \$ 4,084.44

Total Amount of Agreement \$ 40,844.40

Payment Term

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

REQUIRED SIGNATURES:

Department Manager *Gary Hokeo (cc)* Date 7-17-92

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel *[Signature]* Date 8-4-92

County Chair/Sheriff *[Signature]* Date 8/13/92

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1239		DD40	6060				4,084.44	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
 SUBCONTRACT AMENDMENT NUMBER 1

Duration of Agreement: July 1, 1992 to June 30, 1993

Contractor: CITY OF PORTLAND PARKS & RECREATION
 Address: 426 N.E. 12TH
 PORTLAND OR 97232

Contract#: 100153
 Phone: 248-4328
 IRS No.: 93-6002236

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and
 CITY OF PORTLAND PARKS & RECREATION, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
 Contract not superseded by this AMENDMENT are still in force and apply to this
 AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC	SMHD	\$36,759.96	\$4,084.44	\$40,844.40	SERVICE CAPACITY
Work Activity Center					
TOTALS:		\$36,759.96	\$4,084.44	\$40,844.40	

FY93

Multnomah County Social Services Division
Subcontract AMENDMENT Number 1

CONTRACTOR:
City of Portland Parks & Recreation

Part II - Notes and Special Conditions

Notes:

DD40 WAC funding -

add 1 slot @ \$340.37/mo effective 7/1/92 transferred from another County contractor.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 1

CONTRACTOR:

CITY OF PORTLAND PARKS & RECREATION

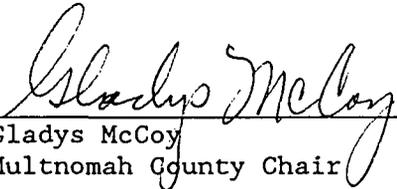
COUNTY:

Agency Executive Director Date

By  _____ 6-23-92
Dennis Adams Date
Program Manager

Agency Board Chairperson Date

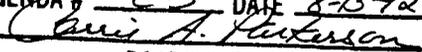
By  _____ 7/15/92
Gary Smith Date
Social Services Division
Director

By  _____ 8/13/92
Gladys McCoy Date
Multnomah County Chair

Reviewed:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  _____ 8-4-92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 8-13-92

BOARD CLERK

✓
PLEASE PRINT LEGIBLY!

MEETING DATE

8/13/92

NAME

Jim Ferner

Ferner

ADDRESS

3405 NE SISKIYOU

STREET

CITY

97212

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

#

WRAP

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

2/

PLEASE PRINT LEGIBLY!

MEETING DATE

8/13/92

NAME

Trudy Toliver, TRI-MET

ADDRESS

4012 SE 17th

STREET

Portland, OR 97202

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

3/1
PLEASE PRINT LEGIBLY!

MEETING DATE Aug 13

NAME Katherina Woodward

ADDRESS 6234 SW 30th Ave

STREET

Portland 97201

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK

4
✓
PLEASE PRINT LEGIBLY!

MEETING DATE 8/13/92

NAME MICHAEL HOFLUND METRO

ADDRESS 2000 SW FIRST AVE

STREET

PORTLAND
CITY

97201
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 2-1

SUPPORT X

OPPOSE _____

SUBMIT TO BOARD CLERK

5/1
PLEASE PRINT LEGIBLY!

MEETING DATE

8/13/92

NAME

FREDRICK KING

ADDRESS

215 NE 30

STREET

PORTLAND

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

6/1
PLEASE PRINT LEGIBLY!

MEETING DATE

8-13-92

NAME

RON KERNAN

ADDRESS

2343 NE 39TH

STREET

PORTLAND OR

97212

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

B-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

2/ ✓
PLEASE PRINT LEGIBLY!

MEETING DATE

Aug 13, 1992

NAME

ANN DY WISELOGLE

ADDRESS

6025 SE Woodstock

STREET

Portland

97206

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

8/1
PLEASE PRINT LEGIBLY!

MEETING DATE

8.13.92

NAME

Ray Polani

ADDRESS

6110 SE Ankeny St.

STREET

Portland OR 97215-1245

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

9/1 ✓
PLEASE PRINT LEGIBLY!

MEETING DATE 8.13.92

NAME Pamela Peck

ADDRESS 7020 SE Brooklyn

STREET

Portland

CITY

97206

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # TR 13/10/92

SUPPORT

Yes

OPPOSE

SUBMIT TO BOARD CLERK

10/

PLEASE PRINT LEGIBLY!

MEETING DATE 8-13-92

NAME Roy Porter

ADDRESS 129526 Dodge Pt Bv

STREET Gresham OR 97080

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R1

SUPPORT X OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: AUG 13 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Non-motorist access on Willamette River Bridges

BCC Informal _____ (date) BCC Formal Aug 13, 1992 (date)

DEPARTMENT Non-Dept. DIVISION BCC

CONTACT Maureen Leonard TELEPHONE 248-5076

PERSON(S) MAKING PRESENTATION Maureen Leonard

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Resolution urges Transportation Division to undertake Willamette River Bridges Accessibility Project to improve access and safety for non-motorists on Willamette River Bridges.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Rick Burman ML

Or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG -6 AM 9:23

(All accompanying documents must have required signatures)

Copy of Resolution 92-142 sent to Maureen Leonard 8-13-92.

Regular Meeting
8-13-92
R-1
BCC-

Metropolitan Human Rights Commission

City / County Advisory Committee on the Disabled

DATE: August 13, 1992

TO: Multnomah County Commissioners

FROM: Laurie Sitton
Chair, CCACD

RE: Proposal of 2-year study on safety and non-vehicular access traversing county-owned bridges

In April of this year, the City/County Advisory Committee on the Disabled offered our approval and support, endorsing the **bikes on transit** campaign initiated by the Bicycle Transportation Alliance in cooperation and coordination with Tri-Met and others, as well as a **Bicycle Friendly Portland** and "...the promotion of safe, sane and sustainable transportation."

We agree that a transportation system based on mass transit, walking, bicycling and 'wheeling' with the use of mobility aids as alternatives to an automobile-dominated transportation system will best meet the growing needs of our region and all its citizens.

It is important to consider the access and safety issues for all citizens when planning modifications and improvements to streets, sidewalks and pathways.

While it is unfortunate that we were unable to more fully address such issues in the preliminary planning stages of the recent improvements to the Hawthorne Bridge (which is reported to have experienced a 300% increase in bicycle and pedestrian traffic *alone* in the last decade), we are now faced with an opportunity to do so regarding all county-owned and/or maintained bridges.

CCACD joins many others in our community when we encourage Multnomah County Commissioners to **accept the proposal of a 2-year study of ways to improve bicycle, pedestrian and disabled access to and on all county-owned bridges.**

We applaud your efforts and commitment to this endeavor.

cc: Portland City Commissioners
Bicycle Transportation Alliance
Linda Campillo, the Oregonian
Access Oregon



Multnomah County

1120 S.W. Fifth Avenue
Room 516
Portland, Oregon 97204-1989
(503) 796-5136 Voice/TDD



City of Portland

Regular Meeting
P02
8-13-92
R-1
BCC ✓



CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Earl Blumenauer, Commissioner
1220 S.W. 5th Avenue, Room 407
Portland, Oregon 97204
(503) 823-3589
Fax (503) 823-3596

August 13, 1992

To the Multnomah County Commissioners:

It is our understanding that this morning you will be considering a resolution to initiate the Willamette River Bridges Accessibility Project. We encourage you to support the proposed study of bicyclist/pedestrian needs on the Willamette River bridges. While the bridges are important to all transportation system users, they are particularly critical links for the many people who commute by foot or bicycle. Additionally, they serve as key access points to the Willamette River Greenway trail, major parks, and many other recreational opportunities.

Interest in bicycle and walking, both for transportation and recreation, has grown tremendously in recent years. If we wish to accommodate growth while maintaining the livability for which Portland is renowned then it is important that we take full advantage of this interest by encouraging it through the provision of a transportation systems that serves the needs of bicyclists and pedestrians, not just motor vehicles.

Your support for the Willamette River Bridges Accessibility Study is a positive step toward addressing one of the major concerns of Portland bicyclists and pedestrians in a comprehensive manner.

We also strongly urge you to consider improving bicycle access on the Hawthorne bridge now while the bridge is closed for repairs. There is also significant support from both the Pedestrian Coalitions and the Bicycle Coalitions for making improvements now.

You have our support in your efforts to make the Willamette River bridges more accessible to bicycle and pedestrian users.

Sincerely,

Earl
Earl Blumenauer
Public Works Commissioner

Mike Lindberg
Mike Lindberg
Public Affairs Commissioner

Regular Meeting
8-13-92
R-1
BCC



CITIZENS for BETTER TRANSIT

6110 S.E. Ankeny Street, Portland, OR
tel. 232 3467 97215-1245

March 11, 1992

To the Chair and Commissioners
Multnomah County

Portland, OR 97204

We wish to go on record with a strong endorsement of the Bicycle Transportation Alliance (B.T.A.) request for provision of exclusive bicycle lanes on the Hawthorne Bridge when it re-opens later this year.

Pedestrians, bicycles and transit must receive preferential treatment on this one bridge in the process of reconstruction of the East side approaches.

It is equally important to us that flexibility for future use by light rail of this important river crossing be preserved.

Our joint position is consistent with and supportive of recent federal, state and regional statutes, regulations and administrative rules.

We appreciate the opportunity to provide input on these very important issues.

A handwritten signature in cursive script, appearing to read 'R.J. Polani'.

R.J. Polani, Chair

c/c B.T.A.



4012 SE 17th AVENUE
PORTLAND, OR 97202



BCC ✓

August 13, 1992

The Honorable Multnomah County Commissioners:

Today, by passing the Resolution regarding the Willamette River Bridges Accessibility Project you embark on the exiting prospect that one day our air will be cleaner, our streets less congested and our community more mobile.

At Tri-Met we share those goals. We fully support your passing of this Resolution and are enthusiastic about working with you to assure accessibility for all modes of travel across Willamette Bridges.

Just over a month ago we began our Bikes-On-Transit demonstration program. We have sold almost 500 permits allowing cyclists to bring bikes on eight bus lines and MAX. That project took us over eighteen months to complete. We know the challenge you face. Fortunately, you also have a knowledgeable base of community support to assist in that work.

Tri-Met's strategic plan clearly states our commitment to assuring an array of transit-supportive pedestrian and biking environments. We hope to work cooperatively with you to create those environments on Willamette River Bridges.

We operate bus service on each of the bridges included in the study. On some of them we have waiting areas as well. Our first concern of course, is for our customers' convenience and safe vehicle operation. Our customers, however, are also pedestrians and cyclists and wheelchair users. Improving access and safety for non-motorized modes of travel can only benefit all of us.

We encourage you to pass the Resolution initiating the Willamette River Bridges Accessibility Project.

Sincerely,

A handwritten signature in black ink that reads "Tom Walsh".

Tom Walsh
General Manager

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Initiating the) RESOLUTION
Willamette River Bridges) 92-142
Accessibility Project)

WHEREAS, opportunities for safe ^{non-motorist} ~~bicycle~~ crossing over the Willamette River are limited; and

WHEREAS, the Bicycle Master Plan for Multnomah County, developed by the Transportation Division and approved by the Board as a component of the Master Transportation Plan and the Comprehensive Framework Plan, states as an objective that "bicycles shall be an integral component of the balanced and integrated County transportation system such that Multnomah County roads and bridges shall be made safe and accessible to bicyclists;" and

WHEREAS, the Bicycle Master Plan includes among its implementation directives: "Take advantage of opportunities to add to the inventory of County Bikeways * * * as existing roads and bridges are reconstructed or upgraded" and, with regard to bridges, states that "provisions should be made to accommodate safe bicycling on any new or rehabilitated County bridge or bridge ramp;" and

NOW, THEREFORE, BE IT RESOLVED, the Board recommends to the Transportation Division that its Willamette River Bridges Accessibility Project be initiated as soon as possible.

BE IT FURTHER RESOLVED, the Board urges the completion within one year of the initial study phase that shall include an implementation plan and cost estimates to improve access and safety for non-motorists on the Multnomah County Willamette River Bridges;

BE IT FURTHER RESOLVED, this Project shall solicit input from all interested bridge users including the Bicycle Transportation Alliance and, to the extent possible, shall coordinate with other jurisdictions responsible for or affected by bridge conditions.

ADOPTED this 13th day of August, 1992, as Amended.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McGoey
Gladys McGoey
County Chair



REVIEWED:
JOHN DUBAY
ACTING MULTNOMAH COUNTY COUNSEL

By John Dubay

Meeting Date: August 13, 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

.....

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: 1992 National Association of Counties Achievement Awards
& National Association of County Information Officers Awards
BCC Informal August 11, 1992 BCC Formal August 13, 1992
(date) (date)
DEPARTMENT Non-Departmental DIVISION Chairs Office
10:30 A.M. TIME CERTAIN
CONTACT Teri Duffy TELEPHONE 248-3308
PERSON(S) MAKING PRESENTATION Gladys McCoy

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 Hour

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

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

Presentation of nine program NACO Achievement Awards and two NACIO awards of excellence for County public information efforts.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 AUG -6 PM 1:35
MULTI-NOMINAL COUNTY
OREGON



GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-3308

MULTNOMAH COUNTY 1992 NACo PROGRAM ACHIEVEMENT AWARD WINNERS

1. Old Town Reading Room, Department of Libraries
2. Citizen Budget Advisory Committee, Citizen Involvement Committee
3. Attaining Cultural Competence in a Public Health System, Department of Health
4. Employee Peer Support Program, Management Support Services
5. Burnside Area Tuberculosis Outreach Program, Department of Health
6. Hawthorne Bridge Closure, Department of Environmental Services
7. Aging Services Client Tracking System, Department of Social Services
8. Willow Tree Inn Emergency Shelter, Department of Social Services
9. Northeast Rescue Plan Action Committee, Department of Social Services

NACIO AWARDS OF EXCELLENCE FOR PUBLIC INFORMATION

1. Slide Show Meritorious Audio-Visual Award, Multnomah County Bridges, Department of Environmental Services
2. Best of Show Award of Excellence, Hawthorne Bridge Closure Public Information Campaign, Department of Environmental Services



GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-3308

MULTNOMAH COUNTY 1992 NACo PROGRAM ACHIEVEMENT AWARD WINNERS

1. Old Town Reading Room, Department of Libraries *Ginny Cooper*
2. Citizen Budget Advisory Committee, Citizen Involvement Committee *PAT Bozanich + Michael Schultz*
3. Attaining Cultural Competence in a Public Health System, Department of Health *Kathleen Fuller-Poe*
4. Employee Peer Support Program, Management Support Services *Wendy Hausotter*
5. Burnside Area Tuberculosis Outreach Program, Department of Health *Sherry Rivers + Dave Houghton*
6. Hawthorne Bridge Closure, Department of Environmental Services *Paul Yarborough*
7. Aging Services Client Tracking System, Department of Social Services *Kathy Gillette*
8. Willow Tree Inn Emergency Shelter, Department of Social Services *Janet Hawkins + H.C. Tupper*
9. Northeast Rescue Plan Action Committee, Department of Social Services *Lorenzo Poe*

NACIO AWARDS OF EXCELLENCE FOR PUBLIC INFORMATION

1. Slide Show Meritorious Audio-Visual Award, Multnomah County Bridges, Department of Environmental Services
2. Best of Show Award of Excellence, Hawthorne Bridge Closure Public Information Campaign, Department of Environmental Services

*Teri
Duffy*

Meeting Date: ~~AUG 06 1992~~ AUG 13 1992

Agenda No.: R-18 R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: submitting to voters whether legislation should be adopted
for creating a single consolidated government.

BCC Informal Aug. 4, 1992 (date) BCC Formal Aug. 6, 1992 (date)

DEPARTMENT Non-departmental DIVISION _____

CONTACT Mike Delman TELEPHONE 5219

PERSON(S) MAKING PRESENTATION Commissioner Gary Hansen

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

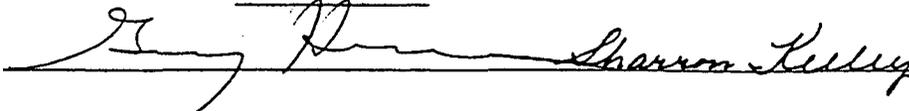
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

By submitting this to the voters by the BCC and not METRO, all voters of the county would be able to vote on this matter, not just the voters within the METRO boundaries of Multnomah County.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 
Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Second Reading Continued to 8-20-92.

ORDINANCE FACT SHEET

Ordinance Title: An ordinance submitting to the voters the question
of whether legislation should be adopted to authorize
to abolish the 3 tri-counties and create a single govt.

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

Give all voters of Multnomah County the opportunity to vote on this measure.

What other local jurisdictions in the metropolitan area have enacted similar legislation?
none

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

What is the fiscal impact, if any?
There is no immediate fiscal impact. If the voters approve the measure there would be change in our form of government by Jan 1, 1994

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Nilman

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Ray / H

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. _____
4

5 An ordinance submitting to the voters the question of whether
6 legislation should be adopted to authorize the voters to abolish
7 Multnomah, Washington and Clackamas Counties, the Metropolitan
8 Service District and Tri-Met, and create a single consolidated
9 government.

10 Multnomah County ordains as follows:

11 SECTION I. FINDINGS

12 A. In November of 1990 the voters of the State of Oregon,
13 including a majority vote in the counties of Multnomah, Washington,
14 and Clackamas, passed Measure 5 limiting property taxes; and

15 B. Throughout 1991 and 1992, the print and electronic media
16 have all editorialized about the need for government consolidation;
17 and

18 C. Locally elected commissioners from Washington and
19 Multnomah Counties and the City of Portland have written and spoken
20 about government consolidation; and

21 D. The voters of the region have expressed their discontent
22 with the cost of government through passage of Ballot Measure 5;
23 and

24 E. Politicians, academics, and civic leaders have expressed
25 their opinion on government organization innumerable times; and

26 F. There has been no opportunity to hear directly from the

07/30/92:1

1 voters of the region on their preference for metropolitan
2 government form; and

3 G. Abolishing Metro, Tri-Met, Multnomah, Washington, and
4 Clackamas Counties and their replacement by a single government
5 entity would provide one elected government comprised of no more
6 than nine full time elected councilors and a separately elected
7 full time executive to replace the existing four elected bodies
8 consisting of 29 elected and seven appointed officials and, thus,
9 make the new government both more accessible and more accountable
10 to the persons it serves; and

11 H. An advisory vote on abolishing existing governments and
12 creating a consolidated entity would give Multnomah County voters
13 the opportunity to express their views on the issues; and

14 I. Pending a vote on this matter, the Intergovernmental
15 Relations Officer and the Board of County Commissioners should
16 draft implementing legislation for inclusion in the District's
17 recommended legislative agenda for the 1993 General Session of the
18 Oregon Legislature;

19 SECTION 2. ADVISORY BALLOT MEASURE

20 A. The Board of County Commissioners hereby submits to
21 qualified voters of the County the question as set forth in the
22 attached Exhibit A as an Advisory Ballot Measure.

23 B. The measure shall be placed on the ballot for the General
24 Election held on the 3rd day of November 1992.

25 C. The County shall cause the Ballot Title attached as
26 Exhibit A to be submitted to the Elections Officer and the

07/30/92:1

1 Secretary of State in a timely manner as required by law.

2 D. The Intergovernmental Relations Director working with the
3 Board of County Commissioners and Metro shall immediately commence
4 preparation of implementing legislation for review and approval by
5 the Board of County Commissioners to be transmitted to the 1993
6 General Session of the Oregon Legislature.

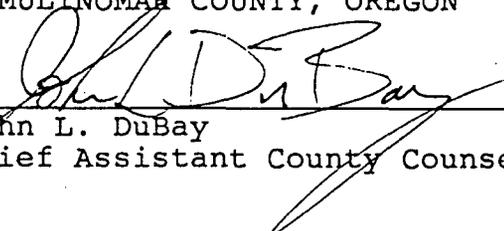
7 ADOPTED this ____ day of _____, 1992, being
8 the date of its _____ reading before the Board of County
9 Commissioners of Multnomah County, Oregon.

10 (SEAL)

11
12 _____
13 Gladys McCoy, Chair
14 Multnomah County, Oregon

15 REVIEWED:

16 LAURENCE KRESSEL, COUNTY COUNSEL
17 FOR MULTNOMAH COUNTY, OREGON

18 By 
19 John L. DuBay
20 Chief Assistant County Counsel

21 O:\FILES\502JLD.ORD\mw

22
23
24
25
26
07/30/92:1

Exhibit A

Ballot Title

Caption: Consolidation of Metro, Tri-Met, metropolitan area counties into new county.

Question: Should county officials seek legislation allowing voters to replace Metro, Tri-Met, Multnomah, Washington and Clackamas counties with a new county?

Summary: This is a non-binding advisory vote. Yes vote asks county officials to seek state law change. New law would permit voters to replace Metro, Tri-Met, Multnomah, Washington and Clackamas counties with one new county. First year operating expenses must be 10% less than operating expenses of all replaced governments for year before. Nine or less full time members of governing body would be elected from districts. A county executive officer would be elected. Present governments exist until new officials take office.

Meeting Date: ~~AUG 06 1992~~ AUG 13 1992

Agenda No.: ~~R-5~~ R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement

BCC Informal August 4, 1992 BCC Formal August 6, 1992
(date) (date)

DEPARTMENT Non-Departmental DIVISION Finance

CONTACT Patrick Brun TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION Patrick Brun

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 - 20 minutes

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

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

Intergovernmental Agreement between Multnomah County and State of Oregon. This agreement provides travel management services to County through State Department of General Services contract.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Patrick Brun*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUL 27 PM 4:14

(All accompanying documents must have required signatures)

Sent Original IGA + Contracts to Patrick Brun 8-13-92.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500083

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-4</u> DATE <u>8/13/92</u></p> <p style="text-align: center;"><i>Christa Sullivan</i> BOARD CLERK</p>
--	--	---

Department Non-Departmental Division Finance Date July 17, 1992

Contract Originator Patrick Brun Phone x3316 Bldg/Room 106/1430

Administrative Contact Theresa Sullivan Phone x3312 Bldg/Room 106/1430

Description of Contract Provide travel management services to County through Department Contract. Away Travel #1675, American Express #2158, City Corp Diner's Club #2159

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Oregon, St. of, General Services

Mailing Address 1225 Ferry Street NE
Salem OR 97310

Phone (503)378-4642

Employer ID# or SS# N/A

Effective Date Date of Execution

Termination Date June 30, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ Revenue Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *[Signature]*

Purchasing Director _____ (Class II Contracts Only)

County Counsel *[Signature]*

County Chair / Sheriff *[Signature]*

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

Encumber: Yes No

Date 7/22/92

Date _____

Date 7-27-92

Date 8/13/92

Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INTERAGENCY AGREEMENT

between

MULTNOMAH COUNTY

and

THE OREGON DEPARTMENT OF GENERAL SERVICES

This agreement is between the State of Oregon, acting by and through the Oregon Department of General Services, hereafter called the "Department", and the State of Oregon, acting by and through Multnomah County, hereafter called "County".

1. Scope of Services:

This agreement provides travel management services to County through Department contract.

2. Responsibilities of County:

A. County shall provide designated liaison for travel management activities, including membership on the Travel Advisory Council and/or the travel coordinators.

B. County shall abide by all terms and conditions of State Contract #1675 with Away Travel, State Contract #2158 with American Express, State Contract #2159 with City Corp Diner's Club Inc., and any other contracts signed by Department related to travel management services as shown in Attachments A, B & C, respectively.

C. County shall participate fully in travel management programs, contract administration and other related activities.

3. Responsibilities of Department:

Department shall provide contract administration services relating to travel management, as outlined in state contracts identified in 2.B. above and any other contracts signed by Department related to travel management services.

4. Payment Clause:

A. County agrees to equally share with Department revenue earnings generated under State Contract #1675 with Away Travel.

B. Under State Contract #1675, revenue earnings shall be based on the volume of air travel and the average revenue per transaction (ART). The ART is figured by dividing the total number of gross air sales by the total number of transactions over a month's period of time. See scaled chart below.

If the ART is Greater than...	But less than or Equal to	Percent Reimbursement
\$ 0	\$ 325	2.5%
\$ 325	\$ 375	3.0%
\$ 375	\$ 425	3.5%
\$ 425	\$ 475	4.0%
\$ 475	& above	4.5%

C. Revenues will be calculated and paid direct to County on a quarterly basis by the travel management service company under State Contract #1675 with Away Travel.

5. Term of Contract:

The term of this agreement will be from the date of execution and will end June 30, 1993. With the mutual consent of the Department and County, the contract may be extended for additional periods. The total term of the contract, including extensions may not exceed five years.

6. Termination:

The contract, including extensions, may be terminated by either Department or County upon 30 days' written notice.

7. Modification or Amendment:

This agreement may be modified or amended during the term of this agreement upon the mutual written agreement of the parties, and any such modification or amendment will be attached to and become a part of this agreement.

8. Indemnification:

County shall indemnify and hold harmless the Department from any damages, expenses, or cost of any kind or nature resulting from County's performance of work under this agreement.

This Intergovernmental Agreement is executed on behalf of Multnomah County and the Department of General Services through the undersigned representatives on the dates indicated after their signatures hereto:

MULTNOMAH COUNTY, acting by and through the Board of County Commissioners

STATE OF OREGON, acting by and through the Department of General Services

Multnomah County
1120 SW 5th, Ste. 1430
Portland, OR 97204

Purchasing Division
1225 Ferry Street SE
Salem, OR 97310


Gladys McCoy
Chairperson

Sandra Burt
Division Administrator



Date

Date

TRVLAGR2/BAJ2
BAJ/5-22-92

Department of General Services/Multnomah County Agreement

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # 8-13-92
 DATE 8-13-92
 BOARD CLERK [Signature]

REVIEWED
By [Signature]
MULTNOMAH COUNTY COUNSEL

ATTACHMENT A
STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

COMMODITY CODE: 62960

SC NUMBER: 1675
REVISION NUMBER: 001
EFFECTIVE DATE: 01/01/92

SERVICE: PROVIDE TRAVEL MANAGEMENT SERVICES TO ALL STATE
AGENCIES (INCLUDING STATE SYSTEM OF HIGHER
EDUCATION) AND CERTAIN SPECIFIED POLITICAL
SUBDIVISIONS

AGENCY: ALL STATE AGENCIES, AND CERTAIN
SPECIFIED POLITICAL SUBDIVISIONS

CONTRACTOR: AWAY TRAVEL/CARLSON TRAVEL
SEE SUPPLEMENTAL INFORMATION
OR

TELEPHONE: (503) 926-8654 CONTACT: DAVE RICHARDS

PRICE: SEE SUPPLEMENTAL INFORMATION

TERMS: SEE SUPPLEMENTAL INFORMATION

CONTRACT PERIOD: JAN 1, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: \$100,000

INSURANCE: COMMERCIAL LIABILITY \$1,000,000
AUTO LIABILITY \$1,000,000
EMPLOYEE DISHONESTY BOND \$25,000
WORKERS COMPENSATION

CONTRACT ADMINISTRATION:

PURCHASING DIVISION - ANNA MCNEIL 378-4778
DEPT. OF HIGHER ED. - HERB SPARKS - 737-0840
EXECUTIVE DEPARTMENT - BARBARA CARRANZA - 378-3849

COMMENTS:

CORRECTION MADE TO: PAGE 3 (TICKET DELIVERY); PAGE 5 (MANDATORY
CONTRACT USAGE AND EXCEPTIONS).

IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 12/06/91
BID NO.: 10100004 91

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 2
REVISION NUMBER: 001
SC NUMBER: 1675

COMMODITY CODE: 62960

CONTRACT SUMMARY

WORK TO BE PERFORMED: Contractor shall provide all personnel, labor, equipment, materials and supplies to furnish complete travel management services on this contract. The only service exceptions will be international travel and charter services, which will be optional-use items at the State's discretion. (See Mandatory Contract Usage.)

POLITICAL SUBDIVISIONS: certain political subdivisions desire to participate in this contract as named below:

Lane County
Multnomah County
Washington County

For purposes of this contract, participating political subdivisions will have the status of all other state agencies. Throughout this document, the word "State" is defined to include these participating subdivisions as well as state agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH AMENDMENT.

The Department of General Services, Purchasing Division, is the issuing office for this contract. All questions and/or correspondence pertaining to this contract shall be directed to:

Anna McNeil
Purchasing Division
Department of General Services
1225 Ferry Street SE
Salem, OR 97310

PHONE (503) 378-4778
FAX (503) 373-1626

CONTRACTOR'S RESPONSIBILITIES

The following are the MINIMUM SERVICE REQUIREMENTS to be provided by Contractor:

TRANSPORTATION: Contractor shall schedule, book and ticket air, rail and ground transportation at the lowest available fare to meet the arrival/departure times and destinations required by the traveler. See TRAVEL AGENCY GUIDELINES (attached) for more details on this item.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 3

REVISION NUMBER: 001

SC NUMBER: 1675

COMMODITY CODE: 62960

SEATING ASSIGNMENTS: When making bookings, Contractor shall help traveler to arrange seating assignments, as possible. Contractor cannot be held responsible for changes made by airlines or other carriers that are out of Contractor's control.

LODGING: Contractor shall schedule and arrange lodging accommodations as required to meet the needs of the traveler at the most economical cost to the State.

CAR RENTALS: Contractor shall make car rental reservations as required using rates that provide the lowest cost to the State.

GROUP TRAVEL: Contractor shall arrange group travel services as required for any size group, including athletic teams, at the most economical cost to the State. (See Mandatory Contract Usage clause for exceptions.)

TICKET DELIVERY: Contractor shall deliver tickets to designated locations by messenger or mail. If necessary, Contractor shall arrange EMERGENCY ticket pick-up (usually to be picked up at the point of departure ie. an airport) at no additional cost to the State other than the airline's customary surcharge for such a service.

(Note: The direct cost of "RUSH" deliveries, requested by the State, that require overnight/express delivery service or other means than the regular delivery service shall be charged to the requesting agency.)

TOLL FREE TELEPHONE SERVICE: Contractor shall provide 24-hour toll free telephone service to the State agencies and travelers.

FARE MONITORING: Contractor shall provide procedures to monitor fares on a scheduled basis for the reissuing of tickets where fares have decreased and to issue tickets prior to fare increases.

AGENCY PROCEDURAL REQUIREMENTS: There are over 100 state agencies, boards, commissions and institutions involved in this contract. Contractor will be required to handle and accommodate individual agency requirements and procedures to ensure all travel booked is authorized. Contractor will use the policy TRAVEL AGENCY GUIDELINES as applicable.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 4
REVISION NUMBER: 001
SC NUMBER: 1675

COMMODITY CODE: 62960

MANAGEMENT REPORTS: Contractor shall provide monthly management reports as requested by agencies, including information on savings, carriers utilized, sales per carrier, destination per carrier, why lowest fare was not used, lodging and rental car reservations, and other travel experience data that will permit improved management and planning of State travel expenditures.

CONSULTATION/NEGOTIATION: Contractor shall provide management consultation to the State about such topics as the effects of deregulation, computer technology and all aspects of travel management and planning. Contractor shall initiate and provide assistance in negotiating discounted rates with airlines, hotels and car rental companies, based on State travel volume and needs.

TRAINING/ORIENTATION: Contractor shall provide group orientation sessions at agency request. Contractor shall train State staff on site as needed to facilitate and coordinate travel planning and management at the agency level. In addition, Contractor shall be required to help plan, prepare and present programs on timely, travel-related topics at the Quarterly Travel Coordinator meetings. These meetings are currently held in Salem, and all agencies that participate in this contract are invited to send representatives. (Currently there are over 150 designated Travel Coordinators in this group.)

Contractor shall also be required to attend and participate in the regular meetings of the Travel Management Advisory Council, a group of agency representatives who assist the state in policy-making and planning tasks relating to travel management. This group currently meets as needed in Salem.

Training materials: Contractor shall be expected to provide all training materials, travel information or other program materials as needed to all participants of any training/planning session as described above. A regular newsletter focused on the needs of the State traveler is optional and if offered, must be produced on paper containing the minimum state standard of recycled materials.

QUALITY ASSURANCE: Contractor shall provide procedures to monitor the quality and costs of travel services provided under this contract on a continuous basis. This will include a staff training and transaction inspection system that covers all services performed and a method for identifying and correcting deficiencies. This program must also include a complaint resolution system that handles problems and complaints quickly and effectively.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 5
REVISION NUMBER: 001
SC NUMBER: 1675

COMMODITY CODE: 62960

FACILITIES AND STAFFING: Contractor shall provide sufficient facilities and staffing to assure prompt, reliable service to the State. Staff assigned to provide service to state travelers shall be fully trained in the service needs of the State before they are assigned to provide services under this contract.

BILLING: Contractor shall establish procedures that conform to generally accepted accounting and auditing principles to ensure that billings are for State authorized travel only. All domestic airfare shall be charged to the agency's correct central billing charge account which will be provided to each agency under a separate contract. All personal travel shall be charged to the traveler, without exception.

RECONCILIATIONS: Contractor shall provide necessary information to enable agencies to reconcile all charges on central billing charge accounts maintained by the State.

FARE QUOTES: Contractor shall provide documented air fare quotes for use by State travelers, who travel by other means than flying, to support "in lieu of" reimbursements.

INTERNATIONAL TRAVEL SERVICES: Contractor shall provide complete international travel assistance for travelers, including air and ground transportation arrangements, air-fare pricing information, lodging arrangements, information/help with currency exchange rates, visas, passports, health requirements, group travel, etc.

CHARTER SERVICES: Contractor shall arrange charter services, ie. air and bus transportation as required for individuals and groups, including athletic programs, at the most economical cost to the State, given the schedule of the group.

PREFERENTIAL LODGING RATES: Contractor arranges and maintains access for state travelers to use national consortiums or other systems that provide preferential hotel rates, discounts on first-night stay and/or access to "blocked" rooms.

MANDATORY CONTRACT USAGE AND EXCEPTIONS: All state agency personnel shall use this contract to obtain travel services for all domestic air travel, both within the state and out-of-state. This includes clients, children and others who are in the care custody or control of the state while traveling. However, there will be occasions where it is not practical to use the Contractor to make arrangements. These situations will be dealt with on a case-by-case basis. The procedure that the State will follow when and if it needs to purchase travel services elsewhere is as follows:

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 6
REVISION NUMBER: 001
SC NUMBER: 1675

COMMODITY CODE: 62960

NOTE: This policy does not apply when travel is arranged and paid for by a third party and no state reimbursement is made.

AGENCY EXCEPTION REQUEST FORM: Designated travel coordinators will be provided with an agency travel exception request form to use when requesting Contractor review/release of travel arrangements.

TRAVEL EXCEPTION REQUEST PROCEDURE:

1. The agency contacts Contractor for an initial quotation.
2. If the agency finds a lower price or better arrangements through another source, they shall contact Contractor and provide all pertinent information. Contractor shall evaluate the information and has the option to match the offer and make the same arrangements or to release the agency to book its arrangements elsewhere.

INVOICING AND PAYMENT: All airline fares will be paid for at the time booking is made by charging them to the State credit billing system. Bookings will be made in accordance with the policy, TRAVEL AGENCY GUIDELINES. All other costs will be paid by the agency or employee. Employees who are authorized to have a state-traveler credit card will be encouraged to use that card to charge other services at the time of booking, arrival or departure, in accordance with the usual and customary policy of the circumstances.

AGENCY ACCOUNTS: Contractor may set up accounts for agencies to use for charging services other than airfare, on an agency by agency basis. However, Contractor is not obligated to do so. If Contractor sets up a charge account for any agency, Contractor shall invoice in accordance with Contractor's standard policy (ie. monthly for services performed or upon completion of each transaction.) The agency shall then make payment to Contractor in accordance with its regular payment procedure.

PERFORMANCE: Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 7
REVISION NUMBER: 001
SC NUMBER: 1675

COMMODITY CODE: 62960

Failure to meet the performance requirements of this contract shall constitute breach of contract.

The State, by written notice to Contractor, may cancel the whole or any part of this contract:

- A. If Contractor fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- B. If Contractor, after receipt of written notice from the State, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

CONTACT PERSONS: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to State the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long distance calls, the State reserves the right to call collect.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties, or by the State at its discretion, upon 90 days' written notice.

CONTRACT EXTENSION: At the option of the State, the contract may be extended for additional periods upon 30 days' written notice to Contractor. The total term of the contract, including extensions, may not exceed five years, in accordance with Exemption Order 0205.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 8
REVISION NUMBER: 001
SC NUMBER: 1675

COMMODITY CODE: 62960

FACILITIES AND LOCATIONS

Away Travel/Carlson Travel 3 SE Monroe Parkway Lake Oswego, Or 97035 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 635-9201 800-634-2306 FAX: (503) 636-0989	Away Travel/Carlson Travel 10230 SW Washington Square Rd. Portland, Or 97223 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 620-3636 800-624-4865 FAX: (503) 620-5406
Away Travel/Carlson Travel 350 Mission St NE Salem, Or 97302 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 370-7442 800-289-2959 FAX: (503) 370-7320	Carlson Travel 729 NE Oregon St. STE 110 Portland, Or 97232 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 239-9136 800-348-5168 FAX: (503) 239-9161
Away Travel/Carlson Travel 429 E. Main Monmouth, Or 97361 Hours: 8:00 AM - 5:30 PM Mon- Fri Phone: (503) 838-3313 800-826-7734 FAX: (503) 838-4202	Explorer Travel Service 521 E Main St Ashland, Or 97250 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 488-0333 800-242-2929 FAX: (503) 488-1120
Away Travel/Carlson Travel 1545 NW Monroe St. Corvallis, Or 97330 Hours: 8:00 AM - 5:30 PM Mon- Fri Phone: (503) 757-9792 800-334-2929 FAX: (503) 758-1631	Sunshine Travel 719 Main St Klamath Falls, Or 97601 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 884-5141 800-344-9911 FAX: (503) 883-8183
Away Travel/Carlson Travel 801 SE Chicago St. Albany, Or 97321 Hours: 8:00 AM - 5:30 PM Mon-Fri Phone: (503) 928-8828 800-937-2959 FAX: (503) 926-8825	Away Travel/Carlson Travel 800 Olive St Eugene, Or 97401 Hours: 8:00 AM - 5:50 PM Mon-Fri Phone: (503) 687-2250 800 242-2929 FAX: (503) 343-8054

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

ATTACHMENT B

COMMODITY CODE: 62960

SC NUMBER: 2158

SERVICE: BUSINESS CHARGE CARD SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND THE
COUNTIES OF LANE, MULTNOMAH & CLACKAMAS

CONTRACTOR: AMERICAN EXPRESS TRAVEL
16040 CHRISTENSEN RD STE 104
SEATTLE WA 98188

TELEPHONE: (206) 248-4222 CONTACT: MS. KIM BATSON

PRICE: NO CHARGE TO USE CARD, NO ANNUAL FEE.

TERMS: SEE CONTRACT SUMMARY

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: NONE REQUIRED

INSURANCE: COMPREHENSIVE GENERAL LIABILITY \$ 5,000,000
AUTOMOBILE LIABILITY 1,000,000

CONTRACT ADMINISTRATION:
ANNA MCNEIL, DGS PURCHASING, 378-4778

COMMENTS: THIS CONTRACT IS OPTIONAL FOR AGENCIES TO USE.

IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92
BID NO.: 10100002 92

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 2

COMMODITY CODE: 62960

SC NUMBER: 2158

This contract is OPTIONAL for agencies to use.

BUSINESS CHARGE CARD SYSTEM: Contractor shall issue plastic nonrevolving charge cards to designated employees who qualify for them under Contractor's approval guidelines. Cards are to be used by employees for business travel purposes only. Cards shall be issued in the name of the employee, with the agency name shown on the card when requested by the agency.

PARTIES TO THE CONTRACT: This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Lane County
Multnomah County
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

EFFECTIVE DATE: Contractor shall have accounts for Business Charge Card system in place within a reasonable time after contract effective date.

SERVICE/TRAINING: Contractor will appoint an experienced implementation team to conduct employee seminars and develop customized information materials to ensure the maximum benefit to the State and the employees. Each State agency will appoint a program administrator to work as a liaison between that agency and American Express. The program administrator will coordinate, with Contractor's implementation team, their agencies' needs and assist Contractor in the definition of agency policy identifying potential cardholders and notifying those employees regarding orientation meetings. Contractor will design implementation schedules for each agency at specified locations. Contractor will offer general sessions for each agency to outline agency policies, address specific travel charge card questions and issue travel charge card applications. Handouts will be provided as a detailed reinforcement stating how to fill out the custom application, the time frame for receiving a card, the billing procedure and fiscal responsibilities.

INVOICING and PAYMENT: Each expense report shall include a receipt showing:

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 3

COMMODITY CODE: 62960

SC NUMBER: 2158

- Cardmembers name and account number
- Date of the transaction
- Name of the establishment
- Dollar amount of the expenditure
- Signature of the employee
- Area set aside on the back to provide detailed documentation of the expense.

Monthly statements to each cardholder will show:

- Previous balance
- New charges and other debits
- Payments and other credits
- Cut-off date for the processing of charges, payments and credits.

Each statement is supported by the descriptive billing of all activity associated with the account during a particular billing period.

To help reconciliation of accounts, Contractor provides a hard copy of all charges and credits associated with the billing with the statement. For items submitted to Contractor in non-hardcopy form, Contractor will generate a facsimile of the original item. This will normally occur for car rental charges and some service station charges.

Contractor suggests expense reports be submitted within at least 5 business days of the conclusion of a trip or reporting period. Charges incurred through the use of the corporate charge card shall be billed directly to the employee. The employee is responsible for paying all charges incurred.

On approximately the 30th of each month, individual cardmembers will receive a statement from Contractor. The employees shall then reconcile their statements and submit payment for the total amount due directly to Contractor. Funds for payment to Contractor will be obtained through the normal expense reporting and reimbursement process. At the same time that employees receive their monthly statement from Contractor, the State of Oregon receives various management reports which provide complete audit and management information to facilitate control, planning and cost reductions in direct and indirect travel costs.

No interest is charged; however, a delinquency charge is assessed when accounts are 60 days or more past due.

OVERDUE ACCOUNTS: Approximately seven days after the monthly cut-off date, each cardmember receives a statement from Contractor. Terms are "payable upon receipt," however, when payment is received before the next billing cut-off date, the account is considered current.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 4

COMMODITY CODE: 62960

SC NUMBER: 2158

Thus, the cardmember has approximately 23 days to remit payment in order to stay current.

When a charge is first included within an unpaid "Previous Balance" on a monthly statement, it is considered 30 past due. The statement will include a message reminding the individual that payment is overdue. Contractor does not suspend or cancel accounts that fall 30 days past due, nor assess a delinquency fee.

Once a balance of \$50 or more has been included within an unpaid "Previous Balance" for a second time (60 days past due), it will be considered seriously delinquent and a delinquency assessment of \$15 or 2-1/2%, whichever is greater, will be added to the statement for that portion of the billings which is 60 days past due. At this time, Contractor will normally suspend, but not cancel, an individual's ability to charge.

Once a balance ages 90 days past due, or charges are included within an unpaid "Previous Balance" for a third time, Contractor applies a delinquency charge of 2-1/2% to all non-current balances. Delinquency assessments will not exceed the maximum allowed by law. At 90 days past due, Contractor will cancel an individual's card. Additionally, Contractor reserves the right to accelerate the suspension/cancellation time frames if the cardmember displays a pattern of late or dishonored payments.

REIMBURSEMENT OPTIONS:

Individual Billing/Central Payment Option: Under this option, the State pays all APPROVED charges billed to cardmembers with a single payment. Cardmembers still receive and reconcile their monthly bill and pay Contractor directly for all unapproved charges. The State pays Contractor the amount equal to all approved charges on cardmembers expense reports. Payment may be made by check to a Remittance Center or electronically via wire transfer.

For automated system for reporting, processing, reconciling and reimbursing corporate travel expenses, the Expense Management System (EMS) is available. To use it, a telecommunications link with Contractor's computer network is needed. There is no software to buy and the only requirement is that existing equipment be IBM compatible. In using the EMS, an agency can key in expense report data centrally, allow employees to key it themselves or have employees fill out expense reports manually, for keying by support staff. Once the EMS report is verified, a draft can be prepared by Contractor that is drawn on the State's bank account and payable to the employee, or the employee can be credited through an electronic funds transfer to his or her account.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 5

COMMODITY CODE: 62960

SC NUMBER: 2158

CUSTOMER SERVICE (TSC): Toll-free telephone number: 800-528-2122, available 24 hours a day, 7 days a week. Use this number for disputes, inquiries, problems and emergency assistance. The Cardmembers Guide, available from Contractor, contains descriptions of additional customer services available.

LIABILITY: State will be responsible for duly authorized charges only.

LOST/STOLEN CARDS Cardmembers can obtain a replacement card on the same day requested or by the next business day through most of American Express' over 1,700 travel service offices, representative offices or card service centers. The white pages of every city's phone book lists the Contractor's 800 number. These offices will either emboss a replacement card on the spot, or refer the cardmember to an alternate office for pickup. If there is no on-site embossing location in the vicinity, a replacement card can be sent via a representative office by the next business day. The cardmember will be required to provide positive identification at the time the card is picked up or delivered. The cardmember is not liable for any charges resulting from unauthorized use.

MANAGEMENT REPORTS: Each agency's management may choose from the following standard corporate card management information reports:

- Two Monthly Account Control (MAC) Reports, a Cardmember Activity Report, Cardholder Listing, and Vendor reports.

At approximately the same time the employees receive their bill, management will receive what is referred to as a Monthly Account Control (MAC) Report. The two types of MAC reports are Detailed and Consolidated. The purpose of the MAC report is to provide the individuals responsible for overseeing travel expenditures, the ability to monitor the account activity of those employees who have been issued an American Express Cards.

The DETAILED report includes:

- Account Status: A recap showing one-line totals for charges, account aging, and inactive/active cards.
- Financial Analysis: The charge and credit activity of those employees issued cards in account number order and their aging order.
- Breakpoint Analysis: An optional listing of cardmembers that exceed spending limits set by the State of Oregon. Breakpoint options are: \$500-\$999; \$1,000-\$2,499; \$2,500-\$4,999; and \$5,000+.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 6

COMMODITY CODE: 62960

SC NUMBER: 2158

- Cardmember Reference. An alphabetical listing of cardmembers, including account numbers, dates/reasons for canceled/reinstated card, enrollment date, 12-month aging and total charges data, average monthly charges and page cross reference.

The system is designed in such a manner that Contractor has the capability of breaking out the report according to each agency's structure. In most cases, users are able to minimize the involvement of central staff while maximizing the control procedures.

CARDMEMBER ACTIVITY REPORT: Each agency will receive a detailed listing of all cardmembers' charge/credit activity for each billing period. This provides a printout of original charge activity including name and location of the service establishments and original currency of charge item.

ALPHA/NUMERIC LISTING: These listings are produced on a monthly or quarterly basis to facilitate cross-referencing between cardmember name and American Express account numbers. One list is in alphabetical order by employees' last names. The other is in American Express account number sequence.

ENHANCED VENDOR ANALYSIS REPORTS: These reports are being implemented in 1992. These can provide the State of Oregon with an accurate profile as to how and where travel dollars are being spent. These reports can be produced monthly, quarterly, semi-annually and annually. They detail expenses by cardmember account number and vendor location, and summarize expenses by vendor within each expense category. The summary totals show monthly and year-to-date figures and can run concurrently with the State of Oregon's fiscal year.

CUSTOMIZED REPORTS:

- On-Line Access is available to allow travel managers to access, through passwords, the entire data base (for senior level staff) or for department level data only, for management staff within specific divisions or locations. The On-Line Access will allow the State to access its own cardmember data, and design management reports in any format desired.
- Report on Request. American Express Operations maintains a software unit dedicated to addressing the custom reporting requirements of its customers. This unique service will allow the State of Oregon the option to create customized reports, should the standard Management Information not accommodate its needs. Turnaround time on requests varies depending on the complexity of

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 7

COMMODITY CODE: 62960

SC NUMBER: 2158

the request and availability of pertinent data. These reports will be available to the State of Oregon at no additional charge.

American Express MIS reports are available in hard copy, diskette, magnetic tape, microfiche, cartridge, electronic transfer or through On-Line Access.

CHARGE CARD ACCEPTANCE: The American Express Card is accepted at:

LODGING: All major hotel chains as well as most independent properties frequented by business travelers. Over 200,000 lodging establishments accept American Express, over 85,000 of which are in the United States.

RESTAURANTS: Over 385,000 restaurants, 145,000 of which are in the U.S.

CAR RENTAL: Every car rental company normally utilized by the business traveler.

TAXI CABS: Many taxi cabs and hired cars all across the U.S.

SERVICE STATIONS: Over 100,000 service stations around the country, including stations of the following oil companies:

Chevron
Gulf
Exxon
Marathon

Conoco
Texaco
Phillips
Sunoco

Mobil
FINA
Unocal (Union 76)

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

ATTACHMENT C

COMMODITY CODE: 62960

SC NUMBER: 2159

SERVICE: AIRFARE CHARGE SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND THE
COUNTIES OF LANE, MULTNOMAH & WASHINGTON

CONTRACTOR: CITICORP DINERS CLUB
183 INVERNESS DRIVE WEST
3RD FLOOR
ENGLEWOOD CO 80112

TELEPHONE: (800) 235-9575

CONTACT: DOUGLAS MYERS

PRICE:

TERMS:

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND:

INSURANCE: COMPREHENSIVE GENERAL LIABILITY	\$1,000,000
AUTOMOBILE LIABILITY INSURANCE	1,000,000
WORKERS COMPENSATION	

CONTRACT ADMINISTRATION:

ANNA MCNEIL, DGS PURCHASING, 378-4778
DOUGLAS MYERS, CDC, (800) 235-9575 EXT. 2659
JAMES E. MARTIN, CDC, (800) 235-9575 EXT 2698

COMMENTS:

IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92
BID NO.: 10100002 92

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 2

COMMODITY CODE: 62960

SC NUMBER: 2159

This contract is mandatory for use by all State agencies when charging airfare. There are no membership fees required.

SCOPE OF CONTRACT: This contract is for Diners Club's Corporate Travel System (CTS), a non-plastic centrally billed account for the purpose of charging airfare for authorized State travel. Authorized employees may purchase and charge airline tickets to this account, utilizing the State's agreement no. 2159 with CITICORP DINERS CLUB for travel arrangements and reservations. Authorized employees shall purchase airline tickets and charge the fare to this account.

PARTIES TO THE CONTRACT: This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Lane County
Multnomah County
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

INVOICING AND PAYMENT: Contractor will bill each agency directly. State will be responsible for duly authorized charges only.

Billing formats are available in both hard copy and machine readable formats compatible with state agency systems.

Each agency is offered a choice of seventeen (17) billing cycles, to enable each agency to choose a billing cycle most compatible with its internal requirements. Payments are due 25 days from receipt of invoice. A late fee is assessed on all past due monies when an account is billed as 60 days past due (third billing notice). Late fees will be assessed in accordance with the State of Oregon Prompt Payment Act (ORS 293.462).

Contractor's CTS accounts enable agencies to take advance credit for unused tickets and other CTS transactions. In cases where the CTS account bill has already been rendered, an agency will not have to pay for tickets returned to the appropriate travel office. All an agency is required to do, is notify Contractor of unused tickets and send Contractor a copy of the charge refund notice.

EARLY PAYMENT DISCOUNT: This incentive is a tiered discount which

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 3

COMMODITY CODE: 62960

SC NUMBER: 2159

increases as the timing of payment is accelerated. This discount is based on full payment of an entire outstanding account balance within a specified number of days after the statement billing date that is agreed upon. Discount options are:

Payment Received Number of Days After Billing Date	Discount Earned (In Basis Points)	Percentage
21+	-0-	-0-
16 - 20	20	.2%
11 - 15	30	.3%
6 - 10	40	.4%
0 - 5	50	.5%

One basis point is equal to 1/100th of one percent. The amount of discount earned will be calculated annually based on each month's payment activity.

The discount will be paid annually within 60 days after the end of the calendar year. The payment will consist of the sum of the monthly results.

Payments received between the dates shown on the discount table qualify for the discount at the lower level. For example, payment received 17 days after the billing date will qualify for the discount level of 20 days.

ELECTRONIC FUNDS REIMBURSEMENT SERVICE (EFRS)

The help maximize early payment discount offering, EFRS is available. This EFRS, the State of Oregon would make a single monthly disbursement to Diners Club, electronically. This is available as an option.

Liability: State of Oregon Cardmembers will automatically be covered with \$350,000 Travel Accident Insurance for all common carrier charges on their Diners Club charge. Coverage also extends to frequent flyer or other non-revenue tickets. Also, cardmembers receive \$1,250 excess baggage insurance for both checked and carry-on luggage any time an airline ticket is charged to Diners Club.

- \$350,000 Travel Accident Insurance. Diners Club cardmembers will each be insured automatically against accidental bodily injuries that are the sole cause of death or dismemberment while riding in, boarding or alighting from any aircraft or land or water conveyance operated by a common carrier licensed to carry passengers for hire, provided the travel fare has been charged to a Diners Club account or to a member company's Diners Club account (and provided the

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 4

COMMODITY CODE: 62960

SC NUMBER: 2159

person traveling is an authorized traveler on that account).

If the ticket has been purchased or issued prior to departure from the terminal, coverage is provided for travel by common carrier (including taxi, bus, train or airport limousine) directly to the terminal. Coverage continues after arrival at the terminal of destination, during travel by common carrier from the terminal to the next destination.

Automatic Travel Accident is made available by Citicorp Diners Club Inc., but is provided by Federal Insurance Company, a member of the Chubb Group of Insurance Companies, Warren, NJ. This coverage is administered by Citicorp Insurance Services, Inc., Nashville, TN.

- \$1,250 Excess Baggage Insurance. Diners Club cardmembers are automatically covered for theft, loss or damage of baggage and personal effects contained therein, provided their fare has been charged to a Diners Club account. Coverage commences when the baggage is checked in or carried on to the common carrier by the cardmember (includes curbside checkout with Red Cap).

Excess Baggage coverage is provided by third-party insurers and administered by Interclaim, and is subject to certain clauses, conditions and exclusions. Diners club reserves the right to charge for insurance coverage in the future.

MANAGEMENT REPORTS: The Management Reporting System begins with a set of four core reports. These are:

1. Account Listing -- Serves as a basic reference guide to individual cardmember account numbers. Also provides a convenient means of updated cardmember assignments by cost center, department, region, etc.
2. Account Activity Summary -- Provides a detailed record of charge activity by each cardmember.
3. Projected Renewal Report -- Facilitates quick review of Corporate Cards coming due for renewal, and cancellation of inactive accounts.
4. 45/75 Day Delinquency Report -- Permits easy identification of potential abuse or misuse of charge privileges.

ADVANCED REPORTING CAPABILITIES: Contractor can provide the Management Information Reports needed to assist with specific facts of business travel:

- Overall Spending Analysis -- Reports that track all Diners Club account spending by individual traveler, by department, cost

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 5

COMMODITY CODE: 62960

SC NUMBER: 2159

center, division -- in whatever manner the State of Oregon wishes to review its travel spending.

- Vendor Analysis -- Reports that track spending by geographic location, airline city pairs, etc.
- On-Line Access provides ability to systematically access a cardmembers corporate account information at the Citibank Nevada location. Access is restricted to client inquiry only. Clients may select from any of the following access options available:
 - * Member Inquiry - Displays monetary (12 month credit, current and prior account balances, etc.) and non-monetary) demographic, account classifications, account status, etc.) information on three separate screens.
 - * Account Activity - Displays current and past billed activity (individual transactions) detail for the prior twelve months. Each transaction is described with a dollar amount, transaction date, Diners Club reference number, establishment name and number as well as ticket number, passenger name, invoice number or rental agreement (if applicable).
 - * Billing History - Provides a summary of all billed activity for each billing period during the past twelve months (provided there is an ending balance greater than zero). Monthly totals of the following information will be displayed per each billing statement:

Previous Balance	Payments
Returns	Credit Adjustments
Debit Adjustments	Travel Advances
Late Fees	New Member Fees
Renewal Member Fees	Charges
Payment Due	Past Due Balance

- * Centrally Billed Account Activity - Information is similar to "Account Activity" the difference being, only centrally billed transactions incurred by the sub-account are listed.

On-line Access requires that corporate clients utilize a communications network (i.e., CompuServe or IBM Information Network). Diners Club will coordinate all aspects of implementation as well as provide ongoing service support inclusive of contacting and resolving issues with the communications network.

- Vendor Information Analyzer System (VIA): This is a PC based reporting system that utilizes the monetary activity diskette, which is produced at accounting time. The diskette(s) is sent to

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
SERVICE CONTRACT SUMMARY

PAGE: 6

COMMODITY CODE: 62960

SC NUMBER: 2159

the State after the billing period with the data to be processed by the VIA System. Once the VIA System has been updated, the State will then have the opportunity to create its own vendor reports by using menu options. Airline usage information is listed by amount. Selection can also be done by zip code range, city or state. The System may also be set up to allow clients to retain individual transactions by account with inquiry capability. The System generates information that can be used with a graphics system to generate graphs for presentations.

SERVICE/TRAINING: Contractor will work with the State and its travel agency to insure smooth and efficient implementation of these accounts through on-site meetings, training, and seminars.

CHARGE ACCEPTANCE: Acceptance is 100% among every major airline, every regional airline, and every international airline.

CHARGES AND SPENDING LIMITS: Spending limits are determined by spending and payment patterns. Contractor's policy is to suspend accounts which become 60 days delinquent and to cancel accounts at 90 days past due. Contractor will provide the State of Oregon with a listing of delinquent accounts approaching possible suspension/cancellation approximately two weeks prior to the 60/90 day billings. Suspension and cancellation decisions are made at the discretion of the Diners Club collections Department management, based on customer performance. Diner's Club reserves the right to conduct credit checks when deemed necessary.

Contractor will hold the individual state employee solely liable and responsible for any and all valid (non-disputed) charges incurred.

INTEREST: No interest or carrying charges may be assessed on current balances due. Interest may be assessed on past due bills as allowed under ORS 293.462.

SPECIAL SITUATIONS: If an agency is released to make travel arrangements through a source other than the travel management contractor, other payment arrangements may be made as appropriate.

Agenda Review
8-11-92
R-4



**Intergovernmental Agreement Outline
Multnomah County
and
State of Oregon
for
Travel Management Services**



Scope: Provide access to state travel management contracts and trainings as outlined below:

Contract 1675 - Away Travel/The Carlson Travel Network (mandatory usage)

- Guaranteed lowest available fare.
- Computerized fare monitoring.
- Free scheduled ticket delivery.
- Preferential lodging/car rental rates.
- Individual traveler profiles.
- 24-hour toll-free telephone service.
- Free training/orientation/quarterly guest speakers.
- Revenue rebate - 2.5% to 4.5% - based on average ticket price (State of Oregon will receive 50% of rebate for contract administration - estimated at \$2,500 each)

Contract 2159 - Citicorp Diners Club (mandatory usage)

- Provide a non-plastic billing account for the purpose of charging airfare for authorized County travel.
- No fee - 25 days to pay.
- Tiered prompt pay discount offered (1/5 to 1/2%).
- Free Travel Accident Insurance (\$350,000).
- Free Excess Baggage Insurance (\$1,250).
- Centralized reporting.

Contract 2158 - American Express (optional usage)

- Provide free nonrevolving charge cards to designated employees.
- No interest - delinquency charge at 60 days.
- Employee liability.
- Individual billing - centralized reporting.

City Pair Contracts (optional usage)

- The State of Oregon will be asking for bids from major airlines to contract set rates for frequently traveled destinations (i.e., Portland to Washington DC is a frequently traveled city pair. Airlines will bid on this and other routes and guarantee a set rate for a year.)
- No prepurchase or stay over requirements.

Meeting Date: ~~AUG 0 6 1992~~ AUG 13 1992

Agenda No.: R-4 R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Exempt Salary Ranges & Titles

BCC Informal 8-4-92 BCC Formal 8-6-92
(date) (date)

DEPARTMENT Nondepartmental DIVISION Employee Services

CONTACT Curtis Smith TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Amend Ord No. 709 to revise, add and delete exempt salary ranges and titles. All costs will be absorbed by the Departments affected.

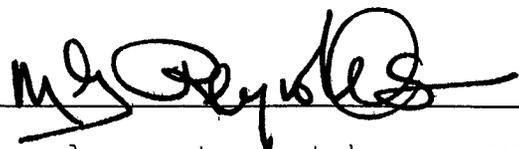
1992 JUL 21 PM 3:33
CLERK OF COUNTY COMMISSIONERS
MULTI-NOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

Copy of Ordinance 707 sent to Curtis Smith & Ordin. Subscription list on 8-17-92. & Mindy Harris, Janet Foxon

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Ord. No. 709 in order to revise, add
and delete exempt salary ranges

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

Ordinance continues the maintenance of the exempt salary plan and makes some individual adjustments in order to maintain appropriate internal relationships.

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

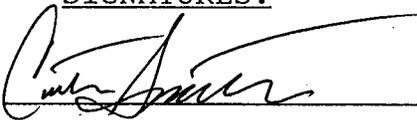
What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

All costs will be absorbed by the departments concerned.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): David C. Sharre

Department Manager/Elected Official: 

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4 An ordinance amending Ordinance No. 709, in order to
5 revise, add and delete exempt salary ranges.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section 1. FINDINGS.

8 A. Multnomah County, Oregon (hereinafter "County")
9 employs a variety of individuals excluded from any collective
10 bargaining agreement referred to as "Exempt" employees.

11 B. It is the County's policy to establish an Exempt
12 Compensation Plan that provides such salaries as necessary for
13 the County to recruit, select, and retain qualified management,
14 supervisory, administrative and professional employees; that
15 recognizes employee performance, growth, and development; that
16 maintains an appropriate internal relationship between job
17 title and employees based on job responsibilities,
18 qualifications, and authority; and that maintains parity between
19 equivalent exempt and nonexempt positions.

20 C. The Personnel Officer is responsible for
21 developing and recommending compensation plan adjustment
22 recommendations to the Multnomah County Board of Commissioners
23 (hereinafter "Board").

1 Section 2. DELETION, REVISION, AND ADDITION OF JOB TITLES AND
2 RANGES.

3 A. Duties formerly performed by the job titles below
4 are being performed by other positions, due to reorganizations.
5 The following job titles established in Exhibit A of Ordinance No.
6 709 are hereby deleted:

- 7 Community Development Manager
- 8 Community Action Program Administrator
- 9 Community Action Program Supervisor
- 10 Electrical Supervisor
- 11 Health Services Manager, Senior
- 12 Transportation Planning & Operations Supervisor

13 B. The following job titles and salary ranges are
14 hereby added to Exhibit A of Ordinance No. 709, effective July 1,
15 1992:

16 <u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
17 Co-Principal Investigator	45,644	54,789	63,914
18 Department Director, DOH *	55,248	66,315	77,360
19 Housing/Community Svc Manager *	43,493	52,200	60,886
20 Housing/Community Svc Prog Admin	34,055	40,883	47,690
21 Youth Librarian/Branch Supervisor	30,902	37,083	43,263

22 *Unclassified, non-Civil Service position pursuant to MCC

23 3.10.100

24 C. The following job titles are revised, with no change
25 in salary ranges:

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<u>Old Job Title</u>	<u>New Job Title</u>
Department Director, DHS *	Department Director, DSS *
Fleet & Electronics Manager *	Fleet & Sprt Svcs Mngr *
Management Assistant, DHS *	Management Asst, DSS *
Purchasing Agent *	Purchasing Manager *
Transportation Plan/Opr Admin	Trnsp Planning Admnstrtr

*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

Section 3. SPECIAL ADJUSTMENTS.

The following employees shall receive a one-time salary adjustment, effective July 1, 1992, to the following annual salary rates. These adjustments are necessary to maintain appropriate internal relationships between managers and their subordinates.

<u>Employee Name</u>	<u>Job Title</u>	<u>Salary</u>
Brouillard, Kirby	Lieutenant	52,346
Slyter, Thomas	Major/Cor	59,717

ADOPTED This _____ day of _____, 1992, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

By _____
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:
Laurence J. Kressel, for
Laurence Kressel, County Counsel
of Multnomah County, Oregon

531E

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 727

An ordinance amending Ordinance No. 709, in order to revise, add and delete exempt salary ranges.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. FINDINGS.

A. Multnomah County, Oregon (hereinafter "County") employs a variety of individuals excluded from any collective bargaining agreement referred to as "Exempt" employees.

B. It is the County's policy to establish an Exempt Compensation Plan that provides such salaries as necessary for the County to recruit, select, and retain qualified management, supervisory, administrative and professional employees; that recognizes employee performance, growth, and development; that maintains an appropriate internal relationship between job title and employees based on job responsibilities, qualifications, and authority; and that maintains parity between equivalent exempt and nonexempt positions.

C. The Personnel Officer is responsible for developing and recommending compensation plan adjustment recommendations to the Multnomah County Board of Commissioners (hereinafter "Board").

Section 2. DELETION, REVISION, AND ADDITION OF JOB TITLES AND RANGES.

A. Duties formerly performed by the job titles below are being performed by other positions, due to reorganizations. The following job titles established in Exhibit A of Ordinance No. 709 are hereby deleted:

Community Development Manager
Community Action Program Administrator
Community Action Program Supervisor
Electrical Supervisor
Health Services Manager, Senior
Transportation Planning & Operations Supervisor

B. The following job titles and salary ranges are hereby added to Exhibit A of Ordinance No. 709, effective July 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Co-Principal Investigator	45,644	54,789	63,914
Department Director, DOH *	55,248	66,315	77,360
Housing/Community Svc Manager *	43,493	52,200	60,886
Housing/Community Svc Prog Admin	34,055	40,883	47,690
Youth Librarian/Branch Supervisor	30,902	37,083	43,263

*Unclassified, non-Civil Service position pursuant to MCC

3.10.100

C. The following job titles are revised, with no change in salary ranges:

<u>Old Job Title</u>	<u>New Job Title</u>
Department Director, DHS *	Department Director, DSS *
Fleet & Electronics Manager *	Fleet & Sprt Svcs Mngr *
Management Assistant, DHS *	Management Asst, DSS *
Purchasing Agent *	Purchasing Manager *
Transportation Plan/Opr Admin	Trnsp Planning Admnstr

*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

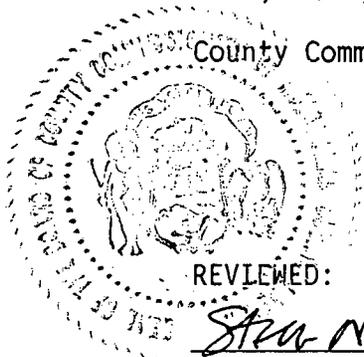
Section 3. SPECIAL ADJUSTMENTS.

The following employees shall receive a one-time salary adjustment, effective July 1, 1992, to the following annual salary rates. These adjustments are necessary to maintain appropriate internal relationships between managers and their subordinates.

<u>Employee Name</u>	<u>Job Title</u>	<u>Salary</u>
Brouillard, Kirby	Lieutenant	52,346
Slyter, Thomas	Major/Cor	59,717

ADOPTED This 13th day of August,

1992, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.



By Gladys McCoy
 Gladys McCoy, Chair
 MULTNOMAH COUNTY, OREGON

REVIEWED:

Steve Newman L.K.
 Laurence Kressel, County Counsel
 of Multnomah County, Oregon

531E



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900253

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>8/13/92</u> <i>[Signature]</i> BOARD CLERK </p>
--	--	---

Contact Person Joanne Fuller Phone 248-3007 Date 7/7/92

Department Community Corrections Division Specialized Serv Bldg/Room 1600/600

Description of Contract This contract is for the purpose of compensating Multnomah County for the provision of Community Works Leaders and Alternative Community Service crews working in areas maintained by the City of Portland, . Bureau of Parks and Recreations.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland/Anne Kowalisher

Mailing Address 6437 SE Division
Portland, OR 97206

Phone 823-1605

Employer ID # or SS # _____

Effective Date 7/1/92

Termination Date 6/30/93

Original Contract Amount \$ 103,800.

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

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

1992 NOV - 4 AM 9:22
 MULTNOMAH COUNTY OREGON
 BOARD OF COUNTY COMMISSIONERS

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7/7/92

Date _____

Date 7-14-92

Date 8/13/92

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	201			2773					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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



CITY OF
PORTLAND, OREGON
OFFICE OF CITY AUDITOR

Barbara Clark, City Auditor
Council/Contracts Division
1220 S.W. 5th, Rm. 202
Portland, Oregon 97204
(503) 823-4082
Fax: (503) 823-4571

October 27, 1992

Joanne Fuller
Program Manager
421 SW 5th, Suite 600
Portland OR 97204

RECEIVED
OCT 28 1992
DEPARTMENT OF
COMMUNITY CORRECTIONS

Dear Ms. Fuller:

Enclosed is a fully executed copy of Inter-Governmental Agreement to provide two full-time Alternative Community Service crews, as authorized by Ordinance No. 165916.

Yours truly,

Toni M. Anderson
Deputy Auditor

TMA:pd
Encl.

Meeting Date: AUG 13 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Agreement with City of Portland for Alternative Community Services.

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

DEPARTMENT DCC DIVISION Specialized Programs & Services

CONTACT Joanne Fuller TELEPHONE 248-3701

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Intergovernmental agreement with the City of Portland providing DCC with \$103,800.00 for work performed by Alternative Community Services crews in areas maintained by the City's Park Bureau.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
AUG 13 9 48 AM '92

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Hilde

(All accompanying documents must have required signatures)

Sent Original IGA + Contacts to Joanne Fuller 8-17-92

INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

RECITALS:

This agreement is for the purpose of paying Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

AGREEMENT:1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to the Bureau of Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of two full-time Alternative Community Service (A.C.S.) crew leaders to work in sites maintained by the Bureau of Parks & Recreation.
The Contractor shall also provide nine A.C.S. crews per week.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The Contractor shall provide a total of nine crew days a week for work in the City of Portland's Parks, golf courses and other sites. The crew leaders shall be employees of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for recruiting, training, payroll, benefits & discipline without limitation.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for two full-time crew leader positions, costs of crew transportation, and equipment and supplies to support the crews. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

2. SCOPE OF CITY SERVICES

(a) The City shall provide the tools and supplies

necessary to complete the job assignments at the work sites. The City shall provide a calendar of work to be performed in a timely manner. The Park Bureau's Senior Facilities and Maintenance Supervisor shall assist the contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leaders specifically in technical areas of Park Bureau Operations and where the crew leaders will be responsible for directing the work of others without benefit of the expertise of other Park Bureau employees.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The City shall provide a monthly schedule of the work to be performed.

(2.) Prior to the work day, or on the work site, the City shall provide technical training to the crew leaders on how the work is to be performed.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out

below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay the contractor an amount not to exceed \$103,800 as compensation for the Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Prior to the beginning of each quarter, the Contractor shall submit to the City a bill for services for that quarter, equal to 1/4 of the total compensation. All compensation provided for under this contract shall be submitted by the contractor no later than two weeks prior to June 30, 1993.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1992 and shall terminate as of June 30, 1993.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason

deemed appropriate in its' sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection (6a) or (6b) (EARLY TERMINATION OF AGREEMENT), hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) (EARLY TERMINATION OF AGREEMENT), hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne Kowalishen, Senior Facilities and Maintenance Supervisor, or such other person as shall be designated in writing by the Bureau of Parks and Recreation.

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

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in

the United States District Court for the District of Oregon.

11. INDEMNIFICATION

(a) The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions, of the contractor or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions of the City under this Agreement.

12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to this City a certificate evidencing it is a self-insured for purposes of Workers' Compensation as required by ORS 656.430 before this agreement is executed.

(b) The City shall provide coverage for city owned motor vehicles.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employees 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 worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

14. SUBCONTRACTING

The Contractor shall not subcontract its work

under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement.

Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligations other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its employees, and A.C.S. workers 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.

17. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Anne Kowalishen (or replacement)
Senior Facilities & Maintenance
Supervisor
6437 SE Division
Portland, OR 97206

If to the Contractor: Joanne Fuller (or replacement)
Program Manager
421 SW 5th, Suite 600
Portland, OR 97204

18. 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.

19. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

20. PROGRESS REPORTS

The Contractor shall provide quarterly progress reports to the Project Manager. Each progress report shall contain the following information.

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or Work unit

(g) Approximate value of service (based on
\$6.41 wage)

21. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements. This agreement supersedes the agreement authorized by Ordinance 163140. That agreement is hereby terminated.

22. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

23. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Community Corrections during the period of the Agreement.

24. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

25. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

26. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

(a) Workers' compensation insurance is obtained, as outlined in Section 16, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

27. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

MULTNOMAH COUNTY

APPROVED AS TO FORM:
By: [Signature]
MULTNOMAH COUNTY
COUNSEL

CONTRACTOR: M. Tamara Holden
By: Tamara Holden
Title: Director, Multnomah Co.
Department of Corrections
Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 8-6 DATE 8-13-92
[Signature]
BOARD CLERK

By: [Signature]
Name: Gladys McCoy
Title: Chair, Multnomah County
Board of Commissioners
Date: _____

APPROVED AS TO FORM:

CITY OF PORTLAND

By: [Signature]
Deputy CITY ATTORNEY

By: [Signature]
Name: _____
Title: Commissioner of Public Affairs
Date: 10/23/92

BY [Signature]
AUDITOR

SUBSTITUTE

ORDINANCE No. **165916**

*Authorize a contract with Multnomah County, to provide two full-time Alternative Community Service crews and provide for payment in the amount of \$103,800. (Ordinance)

The City of Portland Ordains:

Section 1. The Council finds:

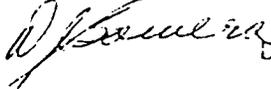
1. That the Bureau of Parks and Recreation has benefitted from two Alternative Community Service work crews.
2. The Multnomah County Alternative Service Program is willing to provide crew leaders, transportation and two work crews.
3. The City and the County have drawn up a contract that meets the rights and the obligations of both parties; and it is appropriate to contract for such services for the term of July 1, 1992 to June 30, 1993.
4. The County has successfully worked Alternative Community Service crews in parks since 1984.

NOW, THEREFORE, The Council directs:

- a. The Commissioner of Public Affairs and the City Auditor are authorized to execute the contract with Multnomah County for the services described in Section 1 hereof.
- b. The Mayor and the auditor hereby are authorized to draw and deliver warrants chargeable to the 1992-93 Park Bureau budget when demand is presented by the proper authorities.

Section 2. The Council declares an emergency exists due to the desire of the County to begin services this fiscal year and will unnecessarily deprive the City of the benefits of the services; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **OCT 14 1992**
Commissioner Mike Lindberg
Ron Maynard\ak
October 5, 1992

BARBARA CLARK
Auditor of the City of Portland
By  Deputy

Meeting Date: AUG 13 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Agreement with City of Portland for Alternative Community Services.

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

DEPARTMENT DCC DIVISION Specialized Programs & Services

CONTACT Joanne Fuller TELEPHONE 248-3701

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Intergovernmental agreement with the City of Portland providing DCC with \$103,800.00 for work performed by Alternative Community Services crews in areas maintained by the City's Park Bureau.

BOARD OF
COUNTY COMMISSIONERS
1992 ~~Aug 13~~ ^{Aug 3} AM 9:48
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamaru Hilde

(All accompanying documents must have required signatures)

Sent Original IGA + Contracts to Joanne Fuller 8-17-92



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MOR
2010

MULTNOMAH COUNTY OREGON

Contract # 900253

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>8/13/92</u></p> <p align="center"><i>Cassie A. Flanagan</i> BOARD CLERK</p>
---	--	---

Contact Person Joanne Fuller Phone 248-3007 Date 7/7/92

Department Community Corrections Division Specialized Services Bldg/Room 161/600

Description of Contract This contract is for the purpose of compensating Multnomah County for the provision of Community Works Leaders and Alternative Community Service crews working in areas maintained by the City of Portland, . Bureau of Parks and Recreations.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland/Anne Kowalishen

Mailing Address 6437 SE Division
Portland, OR 97206

Phone 823-1605

Employer ID # or SS # _____

Effective Date 7/1/92

Termination Date 6/30/93

Original Contract Amount \$ 103,800.

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

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

REQUIRED SIGNATURES:

Department Manager *M. Tamara Hally*

Purchasing Director
(Class II Contracts Only)

County Counsel *Josephine*

County Chair/Sheriff *Henry McCreary*

Date 7-9-92

Date _____

Date 7-14-92

Date 8/13/92

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT XXXX	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	2904 2904			2773					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

RECITALS:

This agreement is for the purpose of paying Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to the Bureau of Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of two full-time Alternative Community Service (A.C.S.) crew leaders to work in sites maintained by the Bureau of Parks & Recreation.
The Contractor shall also provide nine A.C.S. crews per week.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The Contractor shall provide a total of nine crew days a week for work in the City of Portland's Parks, golf courses and other sites. The crew leaders shall be employees of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for recruiting, training, payroll, benefits & discipline without limitation.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for two full-time crew leader positions, costs of crew transportation, and equipment and supplies to support the crews. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

2. SCOPE OF CITY SERVICES

(a) The City shall provide the tools and supplies

necessary to complete the job assignments at the work sites. The City shall provide a calendar of work to be performed in a timely manner. The Park Bureau's Senior Facilities and Maintenance Supervisor shall assist the contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leaders specifically in technical areas of Park Bureau Operations and where the crew leaders will be responsible for directing the work of others without benefit of the expertise of other Park Bureau employees.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

(1.) The City shall provide a monthly schedule of the work to be performed.

(2.) Prior to the work day, or on the work site, the City shall provide technical training to the crew leaders on how the work is to be performed.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out

below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay the contractor an amount not to exceed \$103,800 as compensation for the Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Prior to the beginning of each quarter, the Contractor shall submit to the City a bill for services for that quarter, equal to 1/4 of the total compensation. All compensation provided for under this contract shall be submitted by the contractor no later than two weeks prior to June 30, 1993.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1992 and shall terminate as of June 30, 1993.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason

deemed appropriate in its' sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection (6a) or (6b) (EARLY TERMINATION OF AGREEMENT), hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) (EARLY TERMINATION OF AGREEMENT), hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne Kowalishen, Senior Facilities and Maintenance Supervisor, or such other person as shall be designated in writing by the Bureau of Parks and Recreation.

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

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in

the United States District Court for the District of Oregon.

11. INDEMNIFICATION

(a) The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions, of the contractor or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions of the City under this Agreement.

12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to this City a certificate evidencing it is a self-insured for purposes of Workers' Compensation as required by ORS 656.430 before this agreement is executed.

(b) The City shall provide coverage for city owned motor vehicles.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employees 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 worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

14. SUBCONTRACTING

The Contractor shall not subcontract its work

under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement.

Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligations other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its employees, and A.C.S. workers 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.

17. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Anne Kowalishen (or replacement)
Senior Facilities & Maintenance
Supervisor
6437 SE Division
Portland, OR 97206

If to the Contractor: Joanne Fuller (or replacement)
Program Manager
421 SW 5th, Suite 600
Portland, OR 97204

18. 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.

19. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

20. PROGRESS REPORTS

The Contractor shall provide quarterly progress reports to the Project Manager. Each progress report shall contain the following information.

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or Work unit

(g) Approximate value of service (based on
\$6.41 wage)

21. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements. This agreement supersedes the agreement authorized by Ordinance 163140. That agreement is hereby terminated.

22. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

23. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Community Corrections during the period of the Agreement.

24. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

25. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

26. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

(a) Workers' compensation insurance is obtained, as outlined in Section 16, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

27. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

MULTNOMAH COUNTY

APPROVED AS TO FORM:
By: [Signature]
MULTNOMAH COUNTY
COUNSEL

CONTRACTOR: M. Tamara Holden
By: Tamara Holden
Title: Director, Multnomah Co.
Department of Corrections
Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 8-6 DATE 8-13-92
[Signature]
BOARD CLERK

By: [Signature]
Name: Gladys McCoy
Title: Chair, Multnomah County
Board of Commissioners
Date: _____

APPROVED AS TO FORM:

CITY OF PORTLAND

By: _____
CITY ATTORNEY

By: _____
Name: _____
Title: _____
Date: _____

Meeting Date: AUG 13 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement City of Portland for Women leaving Prostitution Services.

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

DEPARTMENT DCC DIVISION Specialized Programs & Services

CONTACT Joanne Fuller TELEPHONE 248-3701

PERSON(S) MAKING PRESENTATION Joanne Fuller

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Intergovernmental Agreement with the City of Portland to provide \$95,632.00 for DCC's contract services for women leaving prostitution.

BOARD OF COUNTY COMMISSIONERS
MULHOMAH COUNTY OREGON
Aug 3 1992 AM 9:49

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Alder

(All accompanying documents must have required signatures)

Sent Original OGA Contract to Joanne Fuller 8-17-92



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MGR

MULTNOMAH COUNTY OREGON

Contract # 900273

Amendment # _____

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>8/13/92</u> <i>Christie A. Peterson</i> BOARD CLERK </p>
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SPECIALIZED PROGRAMS

Department COMMUNITY CORRECTIONS Division AND SERVICES Date JUNE 11, 1992

Contract Originator JOANNE FULLER Phone 248-3701 Bldg/Room 161/600

Administrative Contact JOANNE FULLER Phone 248-3701 Bldg/Room 161/600

Description of Contract INTERGOVERNMENTAL AGREEMENT BETWEEN THE MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS AND THE CITY OF PORTLAND TO PROVIDE \$95,632. FOR THE DEPARTMENT OF COMMUNITY CORRECTIONS TO CONTRACT FOR SERVICES TO WOMEN LEAVING PROSTITUTION.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name CITY OF PORTLAND

Mailing Address 808 SW 3RD SUITE 600
PORTLAND, OREGON 97204

Phone (503) 823-2381

Employer ID # or SS # 93-0002236

Effective Date JULY 1, 1992

Termination Date JUNE 30, 1993

Original Contract Amount \$ 95,632.

Amount of Amendment \$ 95,632.

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *M. Tamara Haldy*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

Contract Administration _____
(Class I, Class II contracts only)

Encumber: Yes No

Date 6-12-92

Date _____

Date 7-14-92

Date 8/13/92

Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	2303			2773					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

AGREEMENT

An agreement between the City of Portland (City) and Multnomah County (County) to provide services for women leaving prostitution.

RECITALS:

1. There is a need to provide services to women leaving prostitution.
2. The City and County have been working together to provide these services to this population.
3. Multnomah County has been designated as the public agency to provide community correction services in the Portland area.
4. The Council for Prostitution Alternatives has been selected as the agency to provide services to women leaving prostitution through the County's bidding process.
5. The City has committed in the FY 92-93 approved budget \$95,632 in the Bureau of Community Development for these services.
6. The City and the County now desire to enter into a formal agreement to provide these services.

AGREED:

1. Scope of Services

The County will provide the services described for women leaving prostitution.

- A. The County will enter into an agreement with the Council for Prostitution Alternatives as the successful bidder on the program to provide services for women leaving prostitution.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The contract between the County and the Council for Prostitution Alternatives will include at a minimum the following.
 1. Drop In Services, which includes telephone and face to face contacts where individuals requiring services will be referred to a variety of treatment and services agencies. Drop-In group services will include facilitated education and problem solving groups. Face to face drop-in appointments offering crisis intervention and referral to emergency services will be available.

2. Case management services will be provided to participants for up to one year. These services will provide the following.
 - a. Open enrollment and intake procedures including assessment of client history, problems and needs.
 - b. Referral to substance abuse treatment for all participants with a history of substance abuse.
 - c. During the first 90-120 days of program participation, participants who have a history of substance abuse and who are under probation or parole supervision should be monitored with every other week urinalysis.
 - d. Participants will be encouraged to complete the drop-in group curriculum.
 - e. Referral to mental health, health services, basic needs and other services as needed. Mental health services will include referral for post traumatic stress disorder.
 - f. Participants will attend weekly recovery support group. Recovery support group will address such issues as post traumatic stress disorder, recovery from substance abuse, living skills, parenting and communication models.
 - g. Participants will meet at least weekly with Case Manager through the first 270 days of services.
 - h. The Contractor will have monthly contact with probation officers of participants who are currently under probation and parole supervision in Multnomah County.
 - i. Assistance with financial needs including transportation, housing, food, child care, medical/dental, utilities, and education and training.
 - j. Referral to self-help and community support groups including Alcohol Anonymous, Narcotics Anonymous, and ACOA.
 - k. Child care will be provided by the Contractor during group services. The Contractor will arrange for child care when lack of child care would interfere with a participant's successful participation in services.

II. Compensation and Method of Payment

The County will be compensated for the above described services by the City through the General Fund. Payments to the County will be made quarterly upon submission of a request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services and any other costs directly related to providing the units of service described above.

Total compensation under this agreement shall not exceed NINETY FIVE THOUSAND SIX HUNDRED THIRTY TWO DOLLARS (\$95,632).

III. City Project Manager

- A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notes referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Reporting Requirements

The County will submit the following reports to the Project Manager.

- A. Copies of the monthly contract status report submitted to the County by the Council for Prostitution Alternatives.
- B. Provide reports on quality assurance.
- C. A quarterly report summarizing the contract status for the quarter including statistical information on the client population and a brief narrative on the services which have been provided including the status of the performance measurements. Statistical information should be cumulative from July 1, 1991. Quarterly reports are due 30 days after completion of the quarter.
- D. The fourth quarter report will be a final annual report including cumulative statistics for the client population for the year, a narrative on the program and the results of the program.

V. Maintenance of Records

The Contractor is to maintain fiscal and billing related records as required under General contract Provisions. In addition, the Contractor also is to maintain all records relating to the program including all criteria and procedures, reports, completed forms, client information and data, on the same schedule as the fiscal records. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager or other designated persons upon request. At a minimum records will be reviewed as part of the annual monitoring process.

VI. Schedule and Performance Measurements

The County will include the following in the contract with the Council for Prostitution Alternatives and will require that CPA track and report on the progress.

- a. Provide case management for approximately 60 women with a minimum of 50 service slots for participants with 33 slots filled by participants referred through the criminal justice system.
- b. Provide drop in services for an additional 25 participants in 8 drop in group sessions during a continuous three month period.
- c. Serve an additional 60 participants in 2-8 drop in group sessions per year.

	<u>Quarter</u>			
	1	2	3	4
#Active Case Mgmt	60	60	60	60
MAAPS Intensive Drop-in (cumulative)	6	12	20	25
90 referred to substance abuse treatment	100%	100%	100%	100%
Total participants successfully completing case management svcs	50%	50%	50%	50%
No new arrests	70%	70%	70%	70%
Attendance at appointments				
Meet majority of objectives				

VII. GENERAL CONTRACT PROVISIONS

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor 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 Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such

time as the exact amount of damages due the City from the Contractor is determined.

- B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. ENFORCEMENT AND REMEDIES. In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

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

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal.

- D. CHANGES. The City or Contractor 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 Contractor's compensation, shall be incorporated in written amendments to this contract. Minor 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, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with the non-discrimination 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).
 2. The Contractor 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).
 3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. SECTION 3: The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. 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 the Contractor which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor 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 contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the

records of the Contractor at any time during the 3 year period established by Section H above.

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

J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.

K. LIABILITY INSURANCE. The Contractor is self-insured as provided by Oregon law.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, 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 worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit '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 Contractor 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 (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. INDEPENDENT CONTRACTOR STATUS. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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

- O. 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 contract or the proceeds thereof.

No board of director member or employee of the Contractor, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

On CDBG-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

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

Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract 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.

R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.

T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor 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.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The Contractor assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. 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.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor 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.

CC. CHURCH-STATE. The Contractor 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.

VIII. Period of Agreement

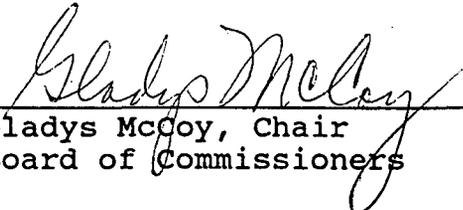
The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the Contractor has control over City funds, including program income. The Agreement shall terminate as of June 30, 1993.

Dated this 12th day of August, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

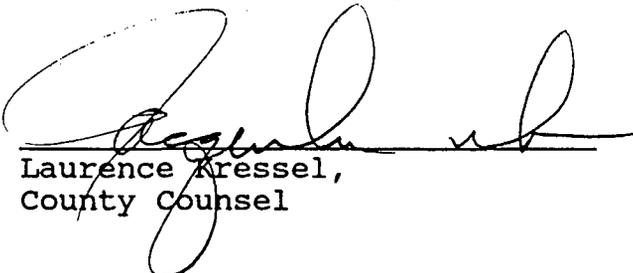
Commissioner Gretchen Kafoury



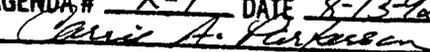
Gladys McCoy, Chair
Board of Commissioners

APPROVED AS TO FORM:

Jeffrey L. Rogers,
City Attorney



Laurence Kressel,
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 8-13-92


BOARD CLERK

AUG 13 1992

R-8

Meeting Date JUL 30 1992

Agenda No. R-6

(Above space for Clerk's Office Use)

AUG 06 1992

R-15

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: AMENDMENT TO MECHANICAL PERMIT FEES

BCC INFORMAL 7/28/92 BCC FORMAL 7/30/92
(DATE) (DATE)

DEPARTMENT DES DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

PERSON(S) MAKING PRESENTATION Betsy Williams/Denise Kleim

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

This ordinance amendment adjusts mechanical permit fees to make Multnomah County fees consistent with the City of Portland fee structure. The City of Portland administers the County's building code under an intergovernmental agreement, and a uniform fee structure is necessary for efficient administration of the program.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Paul Yarborough / bkw

(All accompanying documents must have required signatures)

Sent Copy of Ordin. 128 to Ordin. Sub. List 8-17-92.

BOARD OF
COUNTY COMMISSIONERS
1992 JUL 20 AM 10:29
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: AMENDMENT TO MECHANICAL PERMIT FEES

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

This ordinance amends the County's mechanical permit fees to reflect increases recently adopted by the City of Portland. Portland administers the County's building code program, under the terms of an intergovernmental agreement; and a uniform fee structure is necessary for efficient administration of the program.

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

City of Portland amended their fees in June, 1992.

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

What is the fiscal impact, if any?

No impact on Multnomah County. Fee increases offset increased costs in administering the program by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy Williams

Planning & Budget Division (if fiscal impact): _____

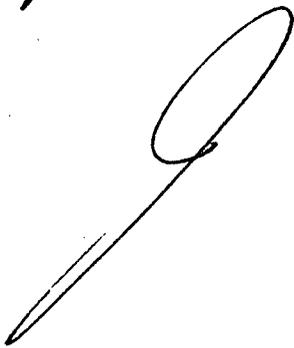
Department Manager/Elected Official: Paul Yarbrough

JOHN L. DuBAY

MULTNOMAH COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

7/20

Both ordinances need a legend inserted to designate what the brackets and underlines mean. See the attached sample.



1 EXHIBIT A

2 BEFORE THE BOARD OF COUNTY COMMISSIONERS

3 FOR MULTNOMAH COUNTY, OREGON

4 ORDINANCE NO. _____

5
6 An ordinance to provide information on the format to be followed in
7 preparing an ordinance, using phrases such as "amending", "authorizing" or
8 "repealing" as appropriate.

9 (Language in brackets [] is to be deleted; underlined language is new)

10 ~~Multnomah County ordains as follows:~~

11 Section I. Section Title and Pleading.

12 This ordinance shall be known as the Multnomah County Ordinance
13 Preparation Manual, may be so pleaded, and shall be referred to herein as
14 "this ordinance". If the ordinance is codified into the Multnomah County
15 Code, the word "ordinance" is changed to "this section", "this chapter", or
16 "this title", to fit the situation.

17 Section II. Findings.

18 It is good practice to include a section entitled "Findings" in order to
19 set forth the reasons the ordinance is being adopted. In the event of an
20 ordinance to meet an emergency, the "findings" section should state why the
21 ordinance is an emergency (allowing adoption with only a single reading).

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An Ordinance amending Multnomah County Code Chapter 9.10.

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform mechanical permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of mechanical codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.10.100 is amended as follows:

9.10.100 Fees. The following fee schedule shall apply under this chapter in addition to those provided in the State Building Code. Where conflicts occur with fees provided in the State Building Code, the fees in this chapter shall prevail.

- (A) Building permit fees shall be charged based on the total valuation of work to be performed.

Total Valuation of Work to be Performed	Fees
\$1.00 to \$500	\$15.00
\$501 to \$2,000	\$15.00 for the first \$500, plus [\$1.85] <u>\$1.90</u> for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	[\$42.75] <u>\$43.50</u> for the first \$2,000, plus [\$7.30] <u>\$7.60</u> for each additional \$1,000 or fraction thereof, to and including \$25,000

\$25,001 to \$50,000	[\$210.65] <u>\$218.30</u> for the first \$25,000, plus [\$5.50] <u>\$5.70</u> for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	[\$348.15] <u>\$360.80</u> for the first \$50,000, plus [\$3.65] <u>\$3.80</u> for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	[\$530.65] <u>\$550.80</u> for the first \$100,000, plus [\$3.05] <u>\$3.20</u> for each additional \$1,000 or fraction thereof

(B) Exempt area fire and life safety plan review and inspection - 40 percent of the required building permit fee.

(C) Requested Inspection Fees: Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the Building official of the fee specified below:

(1) Single and two family dwellings (Occupancy Class R3)	\$100
(2) Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)	\$160
(3) Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)	\$160
(4) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)	\$160
(5) All other occupancies three stories in height and above (plus \$20 for each story in excess of three)	\$160
(D) Demolition of structure	\$ 40.00
(E) Temporary permit or temporary certificate of occupancy	\$ 50.00
(F) Hearing fee, board of appeals:	
(1) One-and two-family dwellings	\$ 50.00
(2) All other buildings	\$100.00

(G) Certificate of occupancy (new permit not required) \$50.00

(H) Automatic sprinkler system

- (1) Minimum charge \$ 40.00
- (2) Per sprinkler head for first 100 .50
- (3) Per sprinkler head in excess of first 100 .30
- (4) Permit fee surcharge 5 percent

(I) Heating and ventilating fees under the Uniform Mechanical Code. The minimum permit fee under this subsection shall be [\$22.00] \$23.00.

(1) New single- and two-family residences. The following fees for each dwelling unit shall include all heating and ventilating installations within or attached to the building at the time of occupancy.

- (a) Conditioned floor space under 1000 s.f. [\$30.00] \$31.00 each
- (b) Conditioned floor space under 2000 s.f. [\$40.00] \$42.00 each
- (c) Conditioned floor space 2000 s.f or more [\$50.00] \$52.00 each

(2) Residential Permit Fees (other than (1) above). The following fees are for single-family and two-family dwellings (R-3 and S.R. occupancies) and each individual dwelling within an apartment building, condominium building, hotel or motel (R-1 occupancy), which is individually heated and/or air conditioned. Central mechanical systems in multi-family buildings or appliances and systems not identified in this subsection shall be assessed fee(s) in accordance with paragraph (3).

- (a) Furnaces: For the installation, relocation, or replacement of each furnace:
 - (i) Forced air or gravity type furnace [\$ 12.50] \$13.00
 - (ii) Floor furnace \$ 10.00
 - (iii) Vented wall furnace or recessed wall heater \$ 10.00

- (iv) Room heater (non-portable) \$ 13.00
- (b) Woodstoves: For the installation, relocation or replacement of each woodstove, fireplace stove, [room heater,] or factory built fireplace (including hearth and wall shield) [\$22.50] \$23.00
- (c) Chimney Vent: For the installation, relocation, or replacement of each factory built chimney or appliance vent [\$8.50] \$ 9.00
- (d) Boiler: For the installation, relocation, or replacement of each boiler (water heater), not exceeding 120 gallons, water temperature of 210 F., for 200,000 BTU input [\$12.50] \$13.00
- (e) Air Handler [of] or heat exchanger: For the installation, relocation, or replacement of each air handler or heat exchanger \$10.00
- (f) Heat pumps: For the installation, relocation, or replacement of ducted heat pump (including compressor, exchanger, and ducts attached thereto). [\$20.00] \$21.00
- (g) Air Conditioners: For the installation, relocation, or replacement of each condensing or [evaporation] evaporating air conditioner (except portable type). \$10.00
- (h) Ventilation fan: For the installation, relocation, or replacement of each ducted ventilation fan \$ 5.00
- (i) Range hood: For the installation, relocation, or replacement of each domestic range hood, including duct \$10.00
- (j) Gas Piping: For the installation, relocation, or replacement of gas piping.
- (i) One to four outlets [\$5.00] \$ 6.00
- (ii) Each additional outlet \$ 1.00

- (3) Commercial Permit Fees. Any equipment or system regulated by this code and not classified residential under Paragraph (1) or (2) of this section shall be assessed permit fee(s) in accordance with the following:

Valuation of Work	Permit Fee
\$1 to \$1,000	[\$22] <u>\$23</u>
\$1,001 to \$10,000	[\$22] <u>\$23</u> plus [\$1.30] <u>\$1.35</u> for each additional \$100 over \$1,000
\$10,001 to \$100,000	[\$155.00] <u>\$144.50</u> plus [\$8.00] <u>\$8.30</u> for each additional \$1,000 over \$10,000
\$100,001 and up	[\$870.00] <u>\$891.50</u> plus [\$5.50] <u>\$5.70</u> for each additional \$1,000 over \$100,000

- (4) Administrative fees: An administrative fee, equal to 65% of the permit fee, shall be added to each permit fee for every permit issued. The administrative fee shall cover the cost of plan and specification review, permit processing and recording, and applicable state surcharges.

- (5) Additional plan review fees: An additional plan review fee may be assessed whenever plans are incomplete, revised, or modified to the extent that additional review is required.

Additional Plan Review Fee \$50/hour
(Minimum Charge \$30)

- (6) Reinspection Fees: A reinspection fee may be assessed whenever additional inspections are required due to, but not limited to, failure to provide access to the equipment, work incomplete and not ready for inspection, failure to have approved plans on the job, deviations from the approved plans, etc. In those instances where a reinspection fee has been assessed no additional inspection of the work will be performed, nor will the Certificate of Occupancy be issued, until required fees are paid.

Reinspection Fee \$50/hour
(Minimum Charge \$30)

(7) Replacement of a hot water heater in kind shall not require a heating and ventilation permit when the hot water heater installation is the only work requiring such a permit. Such permit is covered under the plumbing permit.

(J) Charge for partial permits: When complete plans and specifications are not available, the Building Official may issue partial permits to assist in the commencement of the work, provided that a partial permit charge is paid to the Building Official. The number of partial permits issued shall not exceed six on any individual project, except that in special circumstances the Building Official may allow this number to be exceeded. Partial building permits issued under this section shall be subject to a \$250 charge for each permit so issued.

(K) Inspection outside of normal business hours: A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

ADOPTED this _____ day of _____, 1992 being the date of its _____ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Laurence Kressel, County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 728

An Ordinance amending Multnomah County Code Chapter 9.10.

(Language in brackets [] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform mechanical permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of mechanical codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.10.100 is amended as follows:

9.10.100 Fees. The following fee schedule shall apply under this chapter in addition to those provided in the State Building Code. Where conflicts occur with fees provided in the State Building Code, the fees in this chapter shall prevail.

(A) Building permit fees shall be charged based on the total valuation of work to be performed.

**Total Valuation of Work
to be Performed**

Fees

\$1.00 to \$500

\$15.00

\$501 to \$2,000

\$15.00 for the first \$500, plus
[\$1.85] \$1.90 for each
additional \$100 or fraction
thereof, to and including
\$2,000

\$2,001 to \$25,000

[\$42.75] \$43.50 for the first

	\$2,000, plus [\$7.30] <u>\$7.60</u> for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	[\$210.65] <u>\$218.30</u> for the first \$25,000, plus [\$5.50] <u>\$5.70</u> for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	[\$348.15] <u>\$360.80</u> for the first \$50,000, plus [\$3.65] <u>\$3.80</u> for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	[\$530.65] <u>\$550.80</u> for the first \$100,000, plus [\$3.05] <u>\$3.20</u> for each additional \$1,000 or fraction thereof

(B) Exempt area fire and life safety plan review and inspection - 40 percent of the required building permit fee.

(C) Requested Inspection Fees: Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the Building official of the fee specified below:

(1) Single and two family dwellings (Occupancy Class R3)	\$100
(2) Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)	\$160
(3) Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)	\$160
(4) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)	\$160
(5) All other occupancies three stories in height and above (plus \$20 for each story in excess of three)	\$160
(D) Demolition of structure	\$ 40.00
(E) Temporary permit or temporary certificate of occupancy	\$ 50.00

- (F) Hearing fee, board of appeals:
 - (1) One-and two-family dwellings \$ 50.00
 - (2) All other buildings \$100.00

(G) Certificate of occupancy (new permit not required) \$50.00

(H) Automatic sprinkler system

- (1) Minimum charge \$ 40.00
- (2) Per sprinkler head for first 100 .50
- (3) Per sprinkler head in excess of first 100 .30
- (4) Permit fee surcharge 5 percent

(I) Heating and ventilating fees under the Uniform Mechanical Code. The minimum permit fee under this subsection shall be [\$22.00] \$23.00.

(1) New single- and two-family residences. The following fees for each dwelling unit shall include all heating and ventilating installations within or attached to the building at the time of occupancy.

- (a) Conditioned floor space under 1000 s.f. [\$30.00] \$31.00 each
- (b) Conditioned floor space under 2000 s.f. [\$40.00] \$42.00 each
- (c) Conditioned floor space 2000 s.f or more [\$50.00] \$52.00 each

(2) Residential Permit Fees (other than (1) above). The following fees are for single-family and two-family dwellings (R-3 and S.R. occupancies) and each individual dwelling within an apartment building, condominium building, hotel or motel (R-1 occupancy), which is individually heated and/or air conditioned. Central mechanical systems in multi-family buildings or appliances and systems not identified in this subsection shall be assessed fee(s) in accordance with paragraph (3).

- (a) Furnaces: For the installation, relocation, or replacement of each furnace:
 - (i) Forced air or gravity type furnace [\$ 12.50] \$13.00
 - (ii) Floor furnace \$ 10.00

- (iii) Vented wall furnace or recessed wall heater \$ 10.00
- (iv) Room heater (non-portable) \$ 13.00
- (b) Woodstoves: For the installation, relocation or replacement of each woodstove, fireplace stove, [room heater,] or factory built fireplace (including hearth and wall shield) [\$22.50] \$23.00
- (c) Chimney Vent: For the installation, relocation, or replacement of each factory built chimney or appliance vent [\$8.50] \$ 9.00
- (d) Boiler: For the installation, relocation, or replacement of each boiler (water heater), not exceeding 120 gallons, water temperature of 210 F., for 200,000 BTU input [\$12.50] \$13.00
- (e) Air Handler [of] or heat exchanger: For the installation, relocation, or replacement of each air handler or heat exchanger \$10.00
- (f) Heat pumps: For the installation, relocation, or replacement of ducted heat pump (including compressor, exchanger, and ducts attached thereto). [\$20.00] \$21.00
- (g) Air Conditioners: For the installation, relocation, or replacement of each condensing or [evaporation] evaporating air conditioner (except portable type). \$10.00
- (h) Ventilation fan: For the installation, relocation, or replacement of each ducted ventilation fan \$ 5.00
- (i) Range hood: For the installation, relocation, or replacement of each domestic range hood, including duct \$10.00
- (j) Gas Piping: For the installation, relocation, or replacement of gas piping.

Reinspection Fee
(Minimum Charge \$30)

\$50/hour

- (7) Replacement of a hot water heater in kind shall not require a heating and ventilation permit when the hot water heater installation is the only work requiring such a permit. Such permit is covered under the plumbing permit.

(J) Charge for partial permits: When complete plans and specifications are not available, the Building Official may issue partial permits to assist in the commencement of the work, provided that a partial permit charge is paid to the Building Official. The number of partial permits issued shall not exceed six on any individual project, except that in special circumstances the Building Official may allow this number to be exceeded. Partial building permits issued under this section shall be subject to a \$250 charge for each permit so issued.

(K) Inspection outside of normal business hours: A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

ADOPTED this 13th day of August, 1992 being the date of its Second reading before the Board of County Commissioners of Multnomah County.



MULTNOMAH COUNTY, OREGON



Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

John L. DuBay County Counsel

R-9

Meeting Date JUL 30 1992

Agenda No. R-7

(Above space for Clerk's Office Use) AUG 06 1992

R-16

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: AMENDMENT TO PLUMBING PERMIT FEES

BCC INFORMAL 7/28/92 BCC FORMAL 7/30/92
(DATE) (DATE)

DEPARTMENT DES DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

PERSON(S) MAKING PRESENTATION Betsy Williams/Denise Kleim

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

This ordinance amendment adjusts plumbing permit fees to make Multnomah County fees consistent with the City of Portland fee structure. The City of Portland administers the County's building code under an intergovernmental agreement, and a uniform fee structure is necessary for efficient administration of the program.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Paul Yarborough / bkw

(All accompanying documents must have required signatures)

Sent Copy of Ordin. 729 to Ordin. Sub. List 8-17-92.

BOARD OF
COUNTY COMMISSIONERS
1992 JUL 20 AM 10:28
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: AMENDMENT TO PLUMBING PERMIT FEES

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

This ordinance amends the County's plumbing permit fees to reflect increases recently adopted by the City of Portland. Portland administers the County's building code program, under the terms of an intergovernmental agreement; and a uniform fee structure is necessary for efficient administration.

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

City of Portland amended their fees in June, 1992.

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

What is the fiscal impact, if any?

No impact on Multnomah County. Fee increases offset increased costs in administering the program by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy William

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: Paul Yarbrough (bkw)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An Ordinance amending Multnomah County Code Chapter 9.30.

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform plumbing permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of plumbing codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.30.100 is amended as follows:

9.30.100 Fees.

(A) Before a permit may be issued for the installation, alteration, renovation or repair of a plumbing or sewage disposal system, fees shall be collected in accordance with this section. Fees charged in this section relate to individual building or structure systems. Multiple service, private plumbing or sewage disposal systems, included but not limited to planned unit developments, shall be subject to plan review fees as set forth in MCC 5.10.220.

(B) Where an application is made and a plan is required, in addition to the fees under subsection (C) of this section, the applicant shall pay a plan review fee equal to 25% of the permit fee. Payment shall be made at the time of application.

(C) Before a permit may be issued for the installation, renovation, alteration or repair of a plumbing or drainage system, fees in accordance with the following table shall be paid:

- | | |
|--|-------------------------|
| (1) New construction for a single-family dwelling, each unit with one bathroom | [\$185.00] <u>\$213</u> |
|--|-------------------------|

- (2) New construction for a single-family dwelling, each unit with two bathrooms [~~\$250.00~~] \$288
- (3) New construction for a single-family dwelling, each unit with three bathrooms and not over 40 fixtures [~~\$295.00~~] \$339
- (4) Dwelling, each unit fixture repair or remodel, each fixture [~~\$13.00~~] \$15
- Water service or building sewer fees shall be in accordance with subsection (8) of this section
- (5) Mobile home service connections (sewer, water and storm), per space [~~\$35.00~~] \$40.00
- (6) Commercial/industrial. The fee shall be [~~\$13~~] \$15 per fixture, plus any water service, sanitary and storm fees as required by subsection (8) of this section.
- (7) Single-family with more than 40 fixtures or over 3 baths, or when not purchased as a package, the fee shall be [~~\$13~~] \$15 per fixture, plus water service, raindrains, sanitary and storm sewers as required in subsection (8) of this section.
- (8) Water service/sanitary/storm sewer
- (a) Water service (first 100 feet or fraction thereof) [~~\$ 36.00~~] \$41
- (b) Water service (each additional 100 feet or portion thereof) [~~\$ 30.00~~] \$34
- (c) Building sewer (first 100 feet or fraction thereof) [~~\$ 36.00~~] \$41
- (d) Building sewer (each additional 100 feet or fraction thereof) [~~\$ 30.00~~] \$34
- (e) Building storm sewer or rain drain (first 100 feet or fraction thereof) [~~\$36.00~~] \$41
- (f) Building storm sewer or rain drain (each additional 100 feet or fraction thereof) [~~\$30.00~~] \$34

(9) Miscellaneous:

- (a) Sewer cap [\$ 36.00] \$41
- (b) Replacement water heater
(includes electrical and/or
mechanical heating fee for an
in-kind replacement) [\$ 27.00] \$15
- (c) For replacement of existing water
supply lines within the building:
- (i) Single-family residence:
[\$27] \$31 minimum first floor
[\$10] \$12 for each additional floor
- (ii) Commercial/industrial structure:
[\$27] \$31 for up to the first five fixture
branches
- Each additional fixture branch shall
be [\$7] \$8 (fixture branch shall include
both hot and cold water)
- (d) Each solar unit [\$35.00] \$40.00

(D) Special inspection.

- (1) Prefabricated structural site inspection,
the fee shall be 50% of applicable
category (includes site development and
connection of the prefabricated structure).
- (2) Requested inspections that are not part of the regular
inspection program will be made as soon as practical after
payment to the building official of the fee specified below:
- (a) Single and two family dwellings \$100
(occupancy class R3)
- (b) Apartment houses (occupancy class R1) \$160
(plus \$7 for each dwelling unit
in excess of three)
- (c) Hotels (occupancy class R1) \$160
(plus \$5 for each sleeping room
in excess of five)
- (d) All other occupancies one and two \$160
stories in height up to 10,000 square
feet (plus \$7 for each additional

1,000 square feet)

- (e) All other occupancies three stories in height and above (plus \$20 for each story in excess of three) \$160

(E) Plumbing permit fees shall be doubled if installation is commenced prior to issuance of a permit, except that this provision will not apply to proven emergency installations when a permit is obtained within 24 hours, excluding Saturdays, Sundays and holidays.

(F) A fee of \$50.00 per hour, with a minimum charge of \$30.00 for the first half hour or fraction thereof, shall be charged for reinspections for which no fee is specifically indicated:

(G) The minimum charge for any permit issued pursuant to this section shall be [\$27] \$31.

[(H) For verification of plumbing and sewer records the fee shall be \$5.00 for each address verified.]

[(I)] (H) A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

[(J)] (I) A fee of \$50 per hour, with a minimum charge of \$30 for the first half hour or fraction thereof, shall be charged for additional plan reviews required by changes, additions, or revisions to approved plans.

ADOPTED this ____ day of _____, 1992 being the date of its _____ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: _____
County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 729

An Ordinance amending Multnomah County Code Chapter 9.30.

(Language in brackets [] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform plumbing permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of plumbing codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.30.100 is amended as follows:

9.30.100 Fees.

(A) Before a permit may be issued for the installation, alteration, renovation or repair of a plumbing or sewage disposal system, fees shall be collected in accordance with this section. Fees charged in this section relate to individual building or structure systems. Multiple service, private plumbing or sewage disposal systems, included but not limited to planned unit developments, shall be subject to plan review fees as set forth in MCC 5.10.220.

(B) Where an application is made and a plan is required, in addition to the fees under subsection (C) of this section, the applicant shall pay a plan review fee equal to 25% of the permit fee. Payment shall be made at the time of application.

(C) Before a permit may be issued for the installation, renovation, alteration or repair of a plumbing or drainage system, fees in accordance with the following table shall be paid:

- (1) New construction for a single-family dwelling, each unit with one bathroom [\$185.00] \$213

- (2) New construction for a single-family dwelling, each unit with two bathrooms [\$250.00] \$288
- (3) New construction for a single-family dwelling, each unit with three bathrooms and not over 40 fixtures [\$295.00] \$339
- (4) Dwelling, each unit fixture repair or remodel, each fixture [\$13.00] \$15
- Water service or building sewer fees shall be in accordance with subsection (8) of this section
- (5) Mobile home service connections (sewer, water and storm), per space [\$35.00] \$40.00
- (6) Commercial/industrial. The fee shall be [\$13] \$15 per fixture, plus any water service, sanitary and storm fees as required by subsection (8) of this section.
- (7) Single-family with more than 40 fixtures or over 3 baths, or when not purchased as a package, the fee shall be [\$13] \$15 per fixture, plus water service, raindrains, sanitary and storm sewers as required in subsection (8) of this section.
- (8) Water service/sanitary/storm sewer
- (a) Water service (first 100 feet or fraction thereof) [\$ 36.00] \$41
- (b) Water service (each additional 100 feet or portion thereof) [\$ 30.00] \$34
- (c) Building sewer (first 100 feet or fraction thereof) [\$ 36.00] \$41
- (d) Building sewer (each additional 100 feet or fraction thereof) [\$ 30.00] \$34
- (e) Building storm sewer or rain drain (first 100 feet or fraction thereof) [\$36.00] \$41
- (f) Building storm sewer or rain drain (each additional 100 feet or fraction thereof) [\$30.00] \$34

(9) Miscellaneous:

- (a) Sewer cap [\$ 36.00] \$41
- (b) Replacement water heater
(includes electrical and/or
mechanical heating fee for an
in-kind replacement) [\$ 27.00] \$15
- (c) For replacement of existing water
supply lines within the building:
- (i) Single-family residence:
[\$27] \$31 minimum first floor
[\$10] \$12 for each additional floor
- (ii) Commercial/industrial structure:
[\$27] \$31 for up to the first five fixture
branches .
- Each additional fixture branch shall
be [\$7] \$8 (fixture branch shall include
both hot and cold water)
- (d) Each solar unit [\$35.00] \$40.00

(D) Special inspection.

- (1) Prefabricated structural site inspection,
the fee shall be 50% of applicable
category (includes site development and
connection of the prefabricated structure).
- (2) Requested inspections that are not part of the regular
inspection program will be made as soon as practical after
payment to the building official of the fee specified below:
- (a) Single and two family dwellings \$100
(occupancy class R3)
- (b) Apartment houses (occupancy class R1) \$160
(plus \$7 for each dwelling unit
in excess of three)
- (c) Hotels (occupancy class R1) \$160
(plus \$5 for each sleeping room
in excess of five)
- (d) All other occupancies one and two \$160
stories in height up to 10,000 square
feet (plus \$7 for each additional
1,000 square feet)

(e) All other occupancies three stories in height and above (plus \$20 for each story in excess of three) \$160

(E) Plumbing permit fees shall be doubled if installation is commenced prior to issuance of a permit, except that this provision will not apply to proven emergency installations when a permit is obtained within 24 hours, excluding Saturdays, Sundays and holidays.

(F) A fee of \$50.00 per hour, with a minimum charge of \$30.00 for the first half hour or fraction thereof, shall be charged for reinspections for which no fee is specifically indicated:

(G) The minimum charge for any permit issued pursuant to this section shall be [~~\$27~~] \$31.

[(H) For verification of plumbing and sewer records the fee shall be \$5.00 for each address verified.]

[[~~(I)~~] (H) A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

[(J)] (I) A fee of \$50 per hour, with a minimum charge of \$30 for the first half hour or fraction thereof, shall be charged for additional plan reviews required by changes, additions, or revisions to approved plans.

ADOPTED this 13th day of August, 1992 being the date of its Second reading before the Board of County Commissioners of Multnomah County.

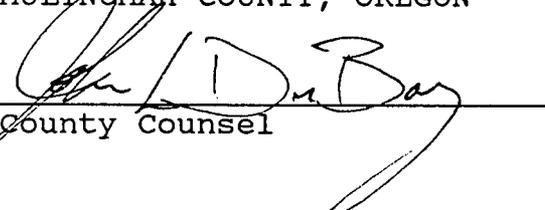


MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
County Counsel

Meeting Date: AUG 13 1992

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PUBLISHING OF 1992 FORECLOSURES IN THE DAILY JOURNAL OF COMMERCE

BCC Informal _____ BCC Formal August 13, 1992
(date) (date)

DEPARTMENT Environmental Services DIVISION Assessment & Taxation

CONTACT Kathy Tuneberg TELEPHONE 248-3330

PERSON(S) MAKING PRESENTATION Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

This is a request to the Board of County Commissioners to consider approving the usage of the Daily Journal of Commerce to publish a foreclosure listing on August 17, 1992.

1992 AUG 3 AM 11:23
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER R. [Signature]

(All accompanying documents must have required signatures)

Sent Copy of Order 92-143 to Kathy Tuneberg 8-17-92.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Designation of)
Newspaper for Publication of)
Notice of Foreclosure of Tax) ORDER 92-143
Liens and Shown on the Multnomah)
County 1992 Foreclosure List)

It appears that the Multnomah County Assessor and Tax Collector, with the assistance of the County Counsel for Multnomah County, Oregon, has prepared for filing in the Circuit Court of the State of Oregon for Multnomah County, an application for the foreclosure of liens for delinquent taxes as shown by the Multnomah County 1992 Foreclosure List, and that it is required by law that this Board designate a newspaper of general circulation published in the County in which notice of such foreclosure shall be published; it is, therefore, hereby

ORDERED that the Daily Journal of Commerce, a newspaper of general circulation, published in this County and State be, the and the same is hereby designated as the newspaper in which shall be published notice of foreclosure of tax liens as shown by the Multnomah County 1992 Foreclosure List.

DATED this 13th day of August, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON.

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

By Sandra N. Duffy
Sandra N. Duffy
Assistant County Counsel

DATE SUBMITTED _____.

(For Clerk's Use)
Meeting Date AUG 13 1992

Agenda No. R-11, 12, 13

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF LAND SALES CONTRACT

Informal only* _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of 3 Land Sales Contracts #15555, 15562 and 15626 under the provision of ORS 275.180.

2. Purchasers have failed to make the monthly payments as required by contract.

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

[] FISCAL/BUDGETARY

[] General Fund

[X] Other Tax Title Fund .

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] .

BUDGET/PERSONNEL: _____ .

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract _____ .

OTHER: FACILITIES MANAGEMENT [Signature] .
(Purchasing, Facilities Management, etc)

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

BOARD OF
COUNTY COMMISSIONERS
1992 AUG - 5 AM 11:15
MULTNOMAH COUNTY
OREGON

Sent Copy of Order's 92-144, 92-145 & 92-146 to Larry Baxter 8-17-92.

REVIEWED
[Signature]
MULTNOMAH COUNTY COUNSEL

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15555)
between Multnomah County, Oregon and) ORDER 92-144
RONALD E. TAYLOR)
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, RONALD E. TAYLOR, by contract dated September 16, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

WILLIAMS AVENUE ADD
E 1/2 OF LOTS 16 & 17, BLOCK 17

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$108.44 since July 15, 1991 for a total of \$975.96.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon RONALD E. TAYLOR at 209 NE AINSWORTH PORTLAND, OR 97211 and a return of service be made upon such copy.

Dated this 13th day of August, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Peter L. Kressel*

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15562)
between Multnomah County, Oregon and) ORDER 92-145
RAJINDER SINGH SAHI)
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, RAJINDER SINGH SAHI, by contract dated September 18, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

INA PARK
LOT 15, BLOCK 1

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$77.45 since February 15, 1991 for a total of \$1,084.30.

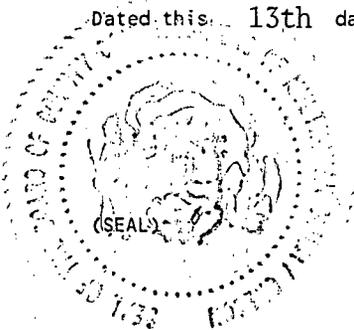
It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY TAX TITLE UNIT mail a certified copy of this order by registered mail to RAJINDER SINGH SAHI at GPO KALAMBOLI, d dist#, RAIGAD.PANNEL.MAHARASHTRA, INDIA and a return of service be made upon such copy of the order.

Dated this 13th day of August, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Peter Lunny

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15626)
between Multnomah County, Oregon and) ORDER 92-146
BETTY JONES)
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, BETTY JONES, by contract dated October 3, 1991, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

HIGHLAND SCHOOLHOUSE
LOT 7&8, BLOCK 1

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$150.00 since October 15, 1991 for a total of \$900.00.

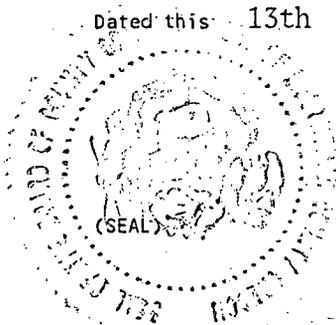
It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon BETTY JONES at 4807 NE 10TH AVE PORTLAND, OR 97211 and a return of service be made upon such copy.

Dated this 13th day of August, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Peter Lunn*

Meeting Date: AUG 13 1992

Agenda Number: R-14

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Agreement with Mt. Hood Community College

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Ratification of agreement in which county will provide a .5 FTE community health nurse to assist in the delivery of health services to Mt. Hood Community College Head Start/Oregon Prekindergarten Program.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 ~~Aug 13~~ ^{Aug. 3} AM 11: 22

Signatures

Elected Official _____

OR

Department Director Billi Odegard

(All accompanying documents must have required signatures!)

Sent Original OGA & Contracts to Herman Berme 8-17-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

To: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager, Health Department

DATE: July 7, 1992 *TOM*

SUBJECT: Contract with Mt. Hood Community college

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Mt. Hood Community College for the period August 15, 1992 to and including June 30, 1993.

Analysis: Mount Hood Community College operates a Head Start/Oregon Prekindergarten Program that needs health services. The college desires to pay Multnomah County up to \$25,000 for the services of a 0.5 FTE Community Health Nurse. The Health Department will supervise and evaluate the nurse with the advisement of Mt. Hood Community College Head Start and the nurse will participate as a member of the Mt. Hood Community College Head Start staff.

Background: This is the first agreement with Mt. Hood Community College for a community health nurse in FY92/93.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 200743

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA REVENUE R-1 DATE 8/13/92</p> <p><i>Chris A. Peterson</i></p> <p>BOARD CLERK</p>
--	---	---

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Provision of a community health nurse to assist in the delivery of health services to Mt. Hood Community College Head Start/Oregon Prekindergarten Program. (1.5 FTE)

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Mt. Hood Community College
Mailing Address 10100 N.E. Prescott Street
Portland, Oregon 97220

Phone 256-3436

Employer ID # or SS # _____

Effective Date August 15, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____ Requirements

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ Quarterly
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ 25,000

REQUIRED SIGNATURES:

Department Manager Bill Odgaard

Purchasing Director [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7-16-92

Date _____

Date 7-22-92

Date 8/14/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0753			REV 4040				Requirements	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE



MT. HOOD COMMUNITY COLLEGE HEAD START

10100 N.E. PRESCOTT STREET • PORTLAND, OREGON 97220 • PHONE (503) 256-3436

COMMUNITY HEALTH NURSING SERVICES CONTRACT

1. This agreement is made between Mt. Hood Community College Head Start/Oregon Prekindergarten Program and Multnomah County Health Department for the provision of health services to Mt. Hood Community College Head Start/Oregon Prekindergarten Program.

2. GENERAL PROVISIONS:

Multnomah County Health Division agrees to provide services described as follows hereto, in accordance with the terms and conditions stipulated in the agreement for Mt. Hood Community College Head Start.

A. The Health Division will supervise and evaluate a 0.5 FTE Community Health Nurse with advisement of Mt. Hood Community College Head Start.

B. The Community Health Nurse will be out stationed at the Mt. Hood Community College Head Start.

C. The Community Health Nurse will participate as a member of the Mt. Hood Community College Head Start staff by providing services as stated in the description of services.

D. Multnomah County Health Division agrees to indemnify and hold harmless Mt. Hood Community College for any liability resulting from the activities of their staff while performing services under this agreement.

3. Termination or amendment of this agreement shall be preceded by a 30 day written notice signed and dated by both parties.

4. CONSIDERATION:

As consideration for the services provided by the agency, for the period beginning August 15, 1992 and ending June 30, 1993 Mt. Hood Community College Head Start will pay to the Agency, an amount not to exceed \$25,000.00 to be paid quarterly.

5. DESCRIPTION OF SERVICES:

A. Assessment:

1. Review clients health history and evaluated potential impact on development and learning ability.

2. Provide/assist with health screenings as needed.

COMMUNITY HEALTH NURSING CONTRACT (page 2)

3. Provide in-home assessments of family health needs and home environment.
 4. Observe that health procedures are being followed.
 5. Provide telephone triage of adult and pediatric health problems.
- B. Planning:
1. Develop a plan with identified families to meet their health needs.
 2. Participate in multi-disciplinary team staffings.
 3. Establish a schedule to meet with staff at each center to discuss health concerns.
- C. Education:
1. Provide health training to staff as requested.
 2. Provide parent workshops as requested.
 3. Contribute to newsletter about health issues.
 4. Participate in Head Start related training.
- D. Case Management
1. Provision of medical/health case management to identified at-risk families.
 2. Coordinate delivery of service in the home with family visitors.
- E. Multnomah County Health Department Liaison
1. Maintain ongoing relationship and participate in appropriate in-service trainings and staff meetings within Multnomah County Health Department Field Services.
 2. Liaison with Multnomah County Health Department Communicable Disease Division as needed.

3. Provide coordinate and/or refer families to special services provided by Multnomah County Health Department.

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

MT. HOOD COMMUNITY COLLEGE HEAD START

By Susan Brady
Susan Brady
Director

Date 6/15/92

By Gary Nichols
Gary Nichols
Dean of Administration

Date 6-23-92

REVIEWED BY:

Laurence B. Kressel,
County Counsel for Multnomah County
Multnomah County, Oregon

By [Signature]

Date 7-22-92

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair
Board of County Commissioners

Date 8/13/92

HEALTH DIVISION

By Bill Odegaard/Insudown
Billi Odegaard, Director

Date 7-16-92

By Gloria McClendon
Gloria McClendon
Program Manager

Date July 10, 1992

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-14 DATE 8-13-92
Cassia A. Parkerson
BOARD CLERK

Meeting Date AUG 13 1992

Agenda No. R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between
Multnomah County and the City of Wood Village

BCC INFORMAL August , 1992 BCC FORMAL August 13, 1992
(DATE) (DATE)

DEPARTMENT Social Services DIVISION Housing & Community Services

CONTACT Karen Whittle TELEPHONE x3631

PERSON(S) MAKING PRESENTATION Karen Whittle

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

The 1991 list of Community Development Block Grant activities includes the Ash, Birch, Elm Street Sanitary Sewer Replacement project located in the City of Wood Village. This project will replace 1,775 LF of 8-inch sewer line; 634 LF of 10-inch main; 1,500 LF of service line and nine (9) manholes. It is requested that the Board of County Commissioners approve this agreement.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER _____

Bary Nakas (cc)

BOARD OF COUNTY COMMISSIONERS
1992 AUG -5 AM 11:15
MULTNOMAH COUNTY OREGON

(All accompanying documents must have required signatures)

Sent original BGA & Contacts to Karen Whittle 8-17-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

DATE: July 23, 1992

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *[Signature]*
Department of Social Services

Norm Monroe, Director *[Signature]*
Housing and Community Services Division

FROM: Cecile Pitts, Program Manager
Housing and Community Development

SUBJECT: Intergovernmental Agreement between Multnomah County
and City of Wood Village for Ash, Birch, Elm Street
Sanitary Sewer Replacement

Retroactive Status: This contract with the City of Wood Village is retroactive to July 1, 1991. The project was bid, managed, and completed by County Engineering. The city requires this contract in order to contribute to the county, the city's share (\$40,000) of the project budget.

Recommendation: The Housing and Community Services Division recommends the Board of County Commissioners approve the Intergovernmental Agreement between Multnomah County and the City of Wood Village for installation of the Ash, Birch, Elm Street Sanitary Sewer Replacement.

Analysis: This sanitary sewer project is part of the list of neighborhood revitalization projects identified in the 1991 Community Development Block Grant Program. It was reviewed by the Policy Advisory Board which recommended funding to the Board of County Commissioners.

Background: This project was approved by the Board of County Commissioners for funding in the 1991 list of activities submitted to the Dept. of Housing and Urban Development.

KJW/lc

104C/3359C



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102923
Amendment # -

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-15</u> DATE <u>8/13/92</u> <i>Carrie A. Peterson</i> BOARD CLERK</p>
--	---	--

Department Social Services Division Community Development Date 7/22/92

Contract Originator Karen Jones Whittle Phone 248-3631 Bldg/Room 412

Administrative Contact Karen Jones Whittle Phone 248-3631 Bldg/Room 412

Description of Contract Intergovernmental Agreement for CDBG Project 91-3: Ash, Burton, Elm Street Sanitary Sewer Replacement. This project is a 1991 CDBG funded project and will replace 1,775 LF of 8-inch sewer line; 634 LF of 10-inch main; 1,550 LF of service line and nine manholes.

RFP/BID # _____ Date of RFP/BID 3/17/89 & 4/15/90 Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Wood Village
 Mailing Address 2055 NE 238th Drive
Wood Village, OR 97030
 Phone (503) 667-4211
 Employer ID # or SS # _____
 Effective Date July 1, 1991
 Termination Date December 31, 1992
 Original Contract Amount \$ 39,678.00
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 39,678.00

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ as invoiced Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KW Department Manager *Larry Tadao (oc)*
 Purchasing Director _____
 (Class II Contracts Only) _____
 County Counsel *[Signature]*
 County Chair/Sheriff *[Signature]*
 Contract Administration _____
 (Class I, Class II contracts only)

Encumber: Yes No
 Date 7-31-92
 Date _____
 Date 8-4-92
 Date 8/14/92
 Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	5472						Ash, Birch, Elm		
02.									Sanitary Sewer	\$39,678.00	
03.											

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

INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY AND THE CITY OF WOOD VILLAGE
for the
Ash, Birch, Elm Street Sanitary Sewer Replacement (91-3)

This Agreement is entered into between Multnomah County (COUNTY) and the City of Wood Village (CITY) for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. The CITY desires to replace sanitary sewer lines on Ash, Birch, Elm streets in the Original Village including approximately 1775 L.F. of 8-inch sewer main; approximately 634 L.F. of 10-inch sewer main; approximately 1550 L.F. of sewer service line; and nine (9) manholes.
- B. The COUNTY, acting through its Community Development Division has applied for and received Block Grant funds from the United States Department of Housing and Urban Development (HUD) for community development projects.
- C. With the advice of the CITY, the COUNTY desires to undertake necessary design, engineering, bidding, contracting and construction of the project.
- D. The CITY desires to contribute \$40,000 toward the cost of the project.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The COUNTY and the CITY agree to facilitate the design and construction of the project.
 - a. The COUNTY will contribute up to \$39,678 in Community Development Block Grant funds to the project for the period of July 1, 1991 through December 31, 1992. The COUNTY certifies that sufficient funds are available in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
 - b. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
 - c. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project, except as approved by the Multnomah County Community Development Policy Advisory Board and the Community Development Division.

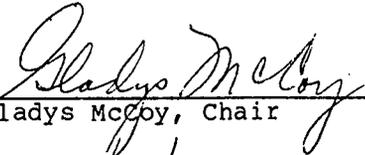
- d. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- e. The CITY shall contribute funds to this project in the amount of \$40,000 for construction of the project.
- f. The COUNTY shall drawdown the CITY's contributed funds as needed to pay for design and construction based on the Engineers approved certificate of payment. When the CITY's funds have been expended the COUNTY shall begin to drawdown Block Grant funds.
- g. In the event not all the improvements can be made with the project funds, the COUNTY with the advice of the CITY will determine the priority of the improvements to be made. The general scope of the improvements to be made under this contract consist of all work necessary to complete design and construction improvement as previously listed under paragraph A of this Agreement.
- h. The COUNTY with the advice of the CITY will prepare all necessary plans, specifications, bid documents, and provide construction management to be paid for out of project funds.
- i. The COUNTY with the advice of the CITY will contract for appropriate project engineering services to include preparation of plans, specifications and bid documents, and to provide construction management.
- j. The COUNTY shall forward to the CITY copies of all requests for proposals, preliminary plans, specifications and cost estimates, for review and comments at least five days before requesting bids on the project.
- k. The COUNTY with the advice of the CITY will appropriately bid, award the contract, and contract for construction of the project. In such contract the COUNTY will assume right and responsibilities of owner of the project.
- l. The CITY will assist the COUNTY in performing any necessary and appropriate community information activities.
- m. The COUNTY will assure that all procedures for construction plan approval, permit application, inspection documentation are adhered according to those rules and regulations as administered by the Department of Environmental Services and other applicable agencies.

- n. Upon substantial completion of the construction of the project, the COUNTY and the CITY will conduct an inspection of the work done. Any deficiencies in either materials or workmanship will be noted in a punch list. After final inspection of the punch list is made and approved by the COUNTY and the CITY, the CITY will accept the improvements and assume maintenance, operation, and ownership responsibilities. The one-year warranty period for materials and workmanship will begin at this time. If any materials or workmanship deficiencies are noted during the one-year warranty period, the contractor shall be responsible for such repairs.
 - o. The CITY will bear risk of loss from fire, extended coverage, and will purchase and maintain property insurance, including builder's All Risk Insurance, upon the entire work at the site to its full insurable value. The CITY shall demonstrate that adequate insurance is held to protect the COUNTY.
- 2. The CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the CITY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 - 3. The COUNTY agrees to indemnify, save harmless and defend the CITY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 - 4. The CITY will preserve and maintain the project for public use for its useful life.
 - 5. The COUNTY and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
 - 6. This Agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:
 - a. Completion of the project, recommendation of acceptance of the improvements by the engineering consultant and inspectors, and acceptance by the COUNTY and CITY;

- b. Block Grant funds become no longer available from the federal government or the COUNTY;
 - c. Failure of the CITY to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government or the COUNTY;
 - d. Notice by one party to the other of its desire to terminate the Agreement. This notice will terminate the Agreement without further obligation of the parties only in the event it is given by the party desiring to terminate and received by the other prior to the COUNTY awarding the construction contract or incurring any project costs.
 - e. Otherwise this Agreement shall terminate on the latest termination date specified herein and shall be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
7. Upon termination of this Agreement any obligation at the time of termination shall be paid for in accordance with the Agreement, and any unexpended balance of Block Grant funds shall remain with the COUNTY.
8. The CITY shall provide project-related records to the COUNTY upon request.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Adopted by the CITY OF WOOD VILLAGE



Gladys McCoy, Chair

8/13/92

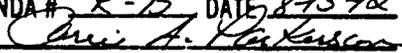
Date

Date

REVIEWED:



Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-15 DATE 8-13-92


BOARD CLERK

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 39,678

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match (City)	\$ 40,000
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 39,678
9. TOTAL PROJECT COST	\$ 79,678

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

EXHIBIT B

Project No. 91-3

Project Year 1991

LGFS No. _____

AUTHORIZATION SIGNATURE CARD

Program Name Ash, Birch, Elm Street Sanitary Sewer Replacement

Applicant's Name The City of Wood Village

Address 2055 NE 238th Drive

City, State, Zip Wood Village, Oregon 97060

Telephone Number 667-4211

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)	SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date

Signature of Authorized Official

Title of Authorized Official

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

Meeting Date AUG 13 1992

Agenda No. R-16

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Wood Village

BCC INFORMAL August 4, 1992 BCC FORMAL August 13, 1992
(DATE) (DATE)

DEPARTMENT Social Services DIVISION Housing & Community Services

CONTACT Karen Whittle TELEPHONE x3631

PERSON(S) MAKING PRESENTATION Karen Whittle

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

The 1989 list of Community Development Block Grant activities includes the Hawthorne/Cedar Lane Sanitary Sewer project located in the City of Wood Village. This project will replace 1,500 LF of 8-inch trunkline; 1,000 LF of service line; and eight (8) manholes. It is requested that the Board of County Commissioners approve this agreement.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Gary Nakao (cc)

(All accompanying documents must have required signatures)

Sent Original GA & Contracts to Karen Whittle 8-17-92

BOARD OF
COUNTY COMMISSIONERS
1992 AUG -5 AM 11:16
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

DATE: July 23, 1992

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director, *Gary Nakao (cc)*
Department of Social Services
Norm Monroe, Director, *AM*
Housing and Community Services Division

FROM: Cecile Pitts, Program Manager
Housing and Community Development

SUBJECT: Intergovernmental Agreement between Multnomah County
and City of Wood Village for Hawthorne/Cedar Lane
Sanitary Sewer

Retroactive Status: This contract with the City of Wood Village is retroactive to July 1, 1991. The project was bid, managed, and completed by County Engineering. The city requires this contract in order to contribute to the county, the city's share (\$20,000) of the project budget.

Recommendation: The Housing and Community Services Division recommends the Board of County Commissioners approve the Intergovernmental Agreement between Multnomah County and the City of Wood Village for installation of the Hawthorne/Cedar Lane Sanitary Sewer.

Analysis: This sanitary sewer project is part of the list of neighborhood revitalization projects identified in the 1989 Community Development Block Grant Program. It was reviewed by the Policy Advisory Board which recommended funding to the Board of County Commissioners.

Background: This project was approved by the Board of County Commissioners for funding in the 1989 list of activities submitted to the Dept. of Housing and Urban Development.

KJW/lc

104C/3359C



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102933
Amendment # -

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-16</u> DATE <u>8/13/92</u> <i>Carric A. Peterson</i> BOARD CLERK</p>
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Department social Services Division Community Development Program Date 7/22/92
Housing & Community Services

Contract Originator Karen Jones Whittle Phone 248-3631 Bldg/Room 412
 Administrative Contact Karen Jones Whittle Phone 248-3631 Bldg/Room 412

Description of Contract Intergovernmental Agreement for CDBG Project 89-4: Hawthorne/Cedar Lane Sanitary Sewer. This project is a 1989 CDBG funded project and will replace deteriorated sanitary sewer as follows: 1500 LF of 8-inch trunkline; 1000 LF of service line; and eight manholes.

RFP/BID # _____ Block Grant Application Process
 Date of RFP/BID 3/17/89 & 4/15/90 Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Wood Village
 Mailing Address 2055 NE 238th Drive
Wood Village, OR 97060
 Phone (503) 667-4211
 Employer ID # or SS # _____
 Effective Date July 1, 1991
 Termination Date December 31, 1992
 Original Contract Amount \$ 59,465.00
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 59,465.00

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ as invoiced Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Gary Nakas (cc)*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *[Signature]*
 County Chair/Sheriff *[Signature]*
 Contract Administration _____
 (Class I, Class II contracts only)

Encumber: Yes No
 Date 7-31-92
 Date _____
 Date 8-4-92
 Date 8/13/92
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	5416						Cedar Lane			
02.									Sanitary Sewer	\$59,465.00		
03.												

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

INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY AND THE CITY OF WOOD VILLAGE
for the
Hawthorne/Cedar Lane Sanitary Sewer (89-4)

This Agreement is entered into between Multnomah County (COUNTY) and the City of Wood Village (CITY) for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. The CITY desires to replace deteriorated sanitary sewer system on Hawthorne and Cedar Lane as follows:
 1. Install 1,500 L.F. of 8-inch sewer trunk line;
 2. Install 1,000 L.F. of sewer service line;
 3. Install eight (8) manholes.
- B. The COUNTY, acting through its Community Development Division has applied for and received Block Grant funds from the United States Department of Housing and Urban Development (HUD) for community development projects.
- C. With the advice of the CITY, the COUNTY desires to undertake necessary design, engineering, bidding, contracting and construction of the project.
- D. The CITY desires to contribute \$20,000 toward the cost of the project.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The COUNTY and the CITY agree to facilitate the design and construction of the project.
 - a. The COUNTY will contribute up to \$59,465 in Community Development Block Grant funds to the project for the period of July 1, 1991 through December 31, 1992. The COUNTY certifies that sufficient funds are available in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
 - b. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
 - c. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project, except as approved by the Multnomah County Community Development Policy Advisory Board and the Community Development Division.

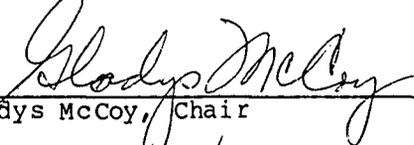
- d. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- e. The CITY shall contribute funds to this project in the amount of \$20,000 for construction of the project.
- f. The COUNTY shall drawdown the CITY's contributed funds as needed to pay for design and construction based on the Engineers approved certificate of payment. When the CITY's funds have been expended the COUNTY shall begin to drawdown Block Grant funds.
- g. In the event not all the improvements can be made with the project funds, the COUNTY with the advice of the CITY will determine the priority of the improvements to be made. The general scope of the improvements to be made under this contract consist of all work necessary to complete design and construction improvement as previously listed under paragraph A of this Agreement.
- h. The COUNTY with the advice of the CITY will prepare all necessary plans, specifications, bid documents, and provide construction management to be paid for out of project funds.
- i. The COUNTY with the advice of the CITY will contract for appropriate project engineering services to include preparation of plans, specifications and bid documents, and to provide construction management.
- j. The COUNTY shall forward to the CITY copies of all requests for proposals, preliminary plans, specifications and cost estimates, for review and comments at least five days before requesting bids on the project.
- k. The COUNTY with the advice of the CITY will appropriately bid, award the contract, and contract for construction of the project. In such contract the COUNTY will assume right and responsibilities of owner of the project.
- l. The CITY will assist the COUNTY in performing any necessary and appropriate community information activities.
- m. The COUNTY will assure that all procedures for construction plan approval, permit application, inspection documentation are adhered according to those rules and regulations as administered by the Department of Environmental Services and other applicable agencies.

- n. Upon substantial completion of the construction of the project, the COUNTY and the CITY will conduct an inspection of the work done. Any deficiencies in either materials or workmanship will be noted in a punch list. After final inspection of the punch list is made and approved by the COUNTY and the CITY, the CITY will accept the improvements and assume maintenance, operation, and ownership responsibilities. The one-year warranty period for materials and workmanship will begin at this time. If any materials or workmanship deficiencies are noted during the one-year warranty period, the contractor shall be responsible for such repairs.
 - o. The CITY will bear risk of loss from fire, extended coverage, and will purchase and maintain property insurance, including builder's All Risk Insurance, upon the entire work at the site to its full insurable value. The CITY shall demonstrate that adequate insurance is held to protect the COUNTY.
- 2. The CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the CITY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 - 3. The COUNTY agrees to indemnify, save harmless and defend the CITY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 - 4. The CITY will preserve and maintain the project for public use for its useful life.
 - 5. The COUNTY and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
 - 6. This Agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:
 - a. Completion of the project, recommendation of acceptance of the improvements by the engineering consultant and inspectors, and acceptance by the COUNTY and CITY;

- b. Block Grant funds become no longer available from the federal government or the COUNTY;
 - c. Failure of the CITY to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government or the COUNTY;
 - d. Notice by one party to the other of its desire to terminate the Agreement. This notice will terminate the Agreement without further obligation of the parties only in the event it is given by the party desiring to terminate and received by the other prior to the COUNTY awarding the construction contract or incurring any project costs.
 - e. Otherwise this Agreement shall terminate on the latest termination date specified herein and shall be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
7. Upon termination of this Agreement any obligation at the time of termination shall be paid for in accordance with the Agreement, and any unexpended balance of Block Grant funds shall remain with the COUNTY.
8. The CITY shall provide project-related records to the COUNTY upon request.

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY, OREGON

Adopted by the CITY OF WOOD VILLAGE



 Gladys McCoy, Chair

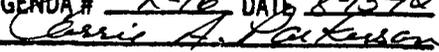
8/13/92

 Date

REVIEWED:



 Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # K-16 DATE 8-13-92


 BOARD CLERK

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 59,465

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 20,000
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$ 20,000
8. Housing & Comm. Dev.	\$ 59,465
9. TOTAL PROJECT COST	\$ 79,465

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

EXHIBIT B

Project No. 89-4

Project Year 1989

LGFS No. 5416

AUTHORIZATION SIGNATURE CARD

Program Name Hawthorne/Cedar Lane Sanitary Sewer

Applicant's Name The City of Wood Village

Address 2055 N.E. 238th Drive

City, State, Zip Wood Village, Oregon 97060

Telephone Number (503) 667-6211

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)	SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date

Signature of Authorized Official

Title of Authorized Official

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

Meeting Date AUG 13 1992

Agenda No. R-17

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Wood Village

BCC INFORMAL _____ BCC FORMAL August 13, 1992
(DATE) (DATE)

DEPARTMENT Social Services DIVISION Housing & Community Services

CONTACT Karen Whittle TELEPHONE x3631

PERSON(S) MAKING PRESENTATION Karen Whittle

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

The 1990 list of Community Development Block Grant activities includes the Arata Road Waterline Replacement project located in the City of Wood Village. This project will replace 3,400 LF of 6-inch asbestos line with 8-inch ductile iron line including valves, fittings, service lines and fire hydrants. It is requested that the Board of County Commissioners approve this agreement.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER Gary Nakas (au)

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG -5 AM 11:15

Sent Original OGA + Contracts to Karen Whittle 8-17-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

DATE: July 23, 1992

TO: Gladys McCoy, County Chair.

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services
Norm Monroe, Director *NM*
Housing and Community Services Division

FROM: Cecile Pitts, Program Manager
Housing and Community Development

SUBJECT: Intergovernmental Agreement between Multnomah County and
City of Wood Village for Arata Road Waterline Replacement

Retroactive Status: This contract with the City of Wood Village is retroactive to July 1, 1991. The project was bid, managed, and completed by County Engineering. The city requires this contract in order to contribute to the county, the city's share (\$20,000) of the project budget.

Recommendation: The Housing and Community Services Division recommends the Board of County Commissioners approve the Intergovernmental Agreement between Multnomah County and the City of Wood Village for installation of the Arata Road Waterline Replacement.

Analysis: This waterline project is part of the list of neighborhood revitalization projects identified in the 1990 Community Development Block Grant Program. It was reviewed by the Policy Advisory Board which recommended funding to the Board of County Commissioners.

Background: This project was approved by the Board of County Commissioners for funding in the 1990 list of activities submitted to the Dept. of Housing and Urban Development.

KJW/lc

104C/3359C



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102943
Amendment # _____

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-17</u> DATE <u>8/13/92</u> <i>Cari A. Peterson</i> BOARD CLERK </p>
--	---	--

Department Social Services Division Community Development Date 7/22/92

Contract Originator Karen Jones Whittle Phone 248-3631 Bldg/Room 412

Administrative Contact Karen Jones Whittle Phone 248-3631 Bldg/Room 412

Description of Contract Intergovernmental Agreement for CDBG Project 90-2: Arata Road Waterline Replacement. This project is a 1990 CDBG funded project and will replace 3,400 LF of 6-inch asbestos line with 8-inch ductile iron line including valves, fittings, service lines and fire hydrants.

RFP/BID # _____ Date of RFP/BID 3/17/89 & 4/15/90 Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name City of Wood Village
 Mailing Address 2055 NE 238th Drive
Wood Village, OR 97060
 Phone (503) 667-4211
 Employer ID # or SS # _____
 Effective Date July 1, 1991
 Termination Date December 31, 1992
 Original Contract Amount \$ 87,850.00
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 87,850.00

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ as invoiced Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Dary Nohad (as)*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *[Signature]*
 County Chair/Sheriff *[Signature]*
 Contract Administration _____
 (Class I, Class II contracts only)

Encumber: Yes No
 Date 7-31-92
 Date _____
 Date 8-4-92
 Date 8/13/92
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	5493						Arata Rd. Waterline			
02.									Replacement	\$87,850.00		
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY AND THE CITY OF WOOD VILLAGE
for the
Arata Road Waterline Replacement (90-2)

This Agreement is entered into between Multnomah County (COUNTY) and the City of Wood Village (CITY) for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. The CITY desires to replace approximately 3400 L.F. of 6-inch asbestos waterline with 8-inch ductile iron line including valves, fittings, service lines and fire hydrants in Arata Road between 223rd Avenue and 238th Drive.
- B. The COUNTY, acting through its Community Development Division has applied for and received Block Grant funds from the United States Department of Housing and Urban Development (HUD) for community development projects.
- C. With the advice of the CITY, the COUNTY desires to undertake necessary design, engineering, bidding, contracting and construction of the project.
- D. The CITY desires to contribute \$20,000 toward the cost of the project.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The COUNTY and the CITY agree to facilitate the design and construction of the project.
 - a. The COUNTY will contribute up to \$87,850 in Community Development Block Grant funds to the project for the period of July 1, 1991 through December 31, 1992. The COUNTY certifies that sufficient funds are available in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
 - b. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
 - c. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project, except as approved by the Multnomah County Community Development Policy Advisory Board and the Community Development Division.

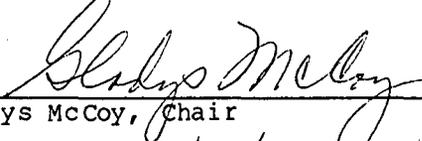
- d. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- e. The CITY shall contribute funds to this project in the amount of \$20,000 for construction of the project.
- f. The COUNTY shall drawdown the CITY's contributed funds as needed to pay for design and construction based on the Engineers approved certificate of payment. When the CITY's funds have been expended the COUNTY shall begin to drawdown Block Grant funds.
- g. In the event not all the improvements can be made with the project funds, the COUNTY with the advice of the CITY will determine the priority of the improvements to be made. The general scope of the improvements to be made under this contract consist of all work necessary to complete design and construction improvement as previously listed under Paragraph A of this Agreement.
- h. The COUNTY with the advice of the CITY will prepare all necessary plans, specifications, bid documents, and provide construction management to be paid for out of project funds.
- i. The COUNTY with the advice of the CITY will contract for appropriate project engineering services to include preparation of plans, specifications and bid documents, and to provide construction management.
- j. The COUNTY shall forward to the CITY copies of all requests for proposals, preliminary plans, specifications and cost estimates, for review and comments at least five days before requesting bids on the project.
- k. The COUNTY with the advice of the CITY will appropriately bid, award the contract, and contract for construction of the project. In such contract the COUNTY will assume right and responsibilities of owner of the project.
- l. The CITY will assist the COUNTY in performing any necessary and appropriate community information activities.
- m. The COUNTY will assure that all procedures for construction plan approval, permit application, inspection documentation are adhered according to those rules and regulations as administered by the Department of Environmental Services and other applicable agencies.

- n. Upon substantial completion of the construction of the project, the COUNTY and the CITY will conduct an inspection of the work done. Any deficiencies in either materials or workmanship will be noted in a punch list. After final inspection of the punch list is made and approved by the COUNTY and the CITY, the CITY will accept the improvements and assume maintenance, operation, and ownership responsibilities. The one-year warranty period for materials and workmanship will begin at this time. If any materials or workmanship deficiencies are noted during the one-year warranty period, the contractor shall be responsible for such repairs.
 - o. The CITY will bear risk of loss from fire, extended coverage, and will purchase and maintain property insurance, including builder's All Risk Insurance, upon the entire work at the site to its full insurable value. The CITY shall demonstrate that adequate insurance is held to protect the COUNTY.
2. The CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the CITY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 3. The COUNTY agrees to indemnify, save harmless and defend the CITY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 4. The CITY will preserve and maintain the project for public use for its useful life.
 5. The COUNTY and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
 6. This Agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:
 - a. Completion of the project, recommendation of acceptance of the improvements by the engineering consultant and inspectors, and acceptance by the COUNTY and CITY;

- b. Block Grant funds become no longer available from the federal government or the COUNTY;
 - c. Failure of the CITY to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government or the COUNTY;
 - d. Notice by one party to the other of its desire to terminate the Agreement. This notice will terminate the Agreement without further obligation of the parties only in the event it is given by the party desiring to terminate and received by the other prior to the COUNTY awarding the construction contract or incurring any project costs.
 - e. Otherwise this Agreement shall terminate on the latest termination date specified herein and shall be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
7. Upon termination of this Agreement any obligation at the time of termination shall be paid for in accordance with the Agreement, and any unexpended balance of Block Grant funds shall remain with the COUNTY.
8. The CITY shall provide project-related records to the COUNTY upon request.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Adopted by the CITY OF WOOD VILLAGE



 Gladys McCoy, Chair
 8/13/92

 Date

 Date

REVIEWED:



 Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # 2-17 DATE 8-13-92

 BOARD CLERK

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 87,850

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match (City)	\$ 20,000
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 87,850
9. TOTAL PROJECT COST	\$ 107,850

III. AUTHORIZATION:

Date Authorized Signature for Project

Date Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

EXHIBIT B

Project No. 90-2

Project Year 1990

LGFS No. _____

AUTHORIZATION SIGNATURE CARD

Program Name Arata Road Waterline Replacement

Applicant's Name The City of Wood Village

Address 2055 NE 238th Drive

City, State, Zip Wood Village , Oregon 97060

Telephone Number 667-4211

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)	SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date

Signature of Authorized Official

Title of Authorized Official

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

Meeting Date AUG 13 1992

Agenda No. R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Wood Village

BCC INFORMAL _____ BCC FORMAL August 13, 1992
(DATE) (DATE)

DEPARTMENT Social Services DIVISION Housing & Community Services

CONTACT Karen Whittle TELEPHONE x3631

PERSON(S) MAKING PRESENTATION Karen Whittle

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

The 1990 list of Community Development Block Grant activities includes the Maple Blvd. Sanitary Sewer Replacement project located in the City of Wood Village. This project will replace 1,500 LF of 8-inch sanitary sewer trunk line, 1,000 LF of service line and install four (4) manholes. It is requested that the Board of County Commissioners approve this agreement.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

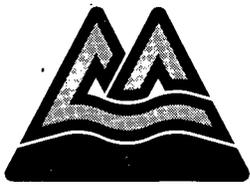
OR

DEPARTMENT MANAGER Gary Nakas (ac)

(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
1992 AUG -5 AM 11:15
MULTNOMAH COUNTY
OREGON

Sent Original GA + Contracts to Karen Whittle 8-17-92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

DATE: July 23, 1992

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (ad)*
Department of Social Services
Norm Monroe, Director *NM*
Housing and Community Services Division

FROM: Cecile Pitts, Program Manager
Housing and Community Development

SUBJECT: Intergovernmental Agreement between Multnomah County and
City of Wood Village for Maple Blvd. Sanitary Sewer Replacement

Retroactive Status: This contract with the City of Wood Village is retroactive to July 1, 1991. The project was bid, managed, and completed by County Engineering. The city requires this contract in order to contribute to the county, the city's share (\$20,000) of the project budget.

Recommendation: The Housing and Community Services Division recommends the Board of County Commissioners approve the Intergovernmental Agreement between Multnomah County and the City of Wood Village for installation of the Maple Blvd. Sanitary Sewer Replacement.

Analysis: This sanitary sewer project is part of the list of neighborhood revitalization projects identified in the 1990 Community Development Block Grant Program. It was reviewed by the Policy Advisory Board which recommended funding to the Board of County Commissioners.

Background: This project was approved by the Board of County Commissioners for funding in the 1990 list of activities submitted to the Dept. of Housing and Urban Development.

KJW/lc

104C/3359C



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 102953

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-18</u> DATE <u>8/13/92</u> <i>Christa Peterson</i> BOARD CLERK</p>
--	---	---

Department Social Services Division Community Development Pgm Date 7/22/92

Contract Originator Karen Jones Whittle Housing and Community Services Phone 248-3631 Bldg/Room 412

Administrative Contact Karen Jones Whittle Phone 248-3631 Bldg/Room 412

Description of Contract Intergovernmental Agreement for CDBG Project 90-1: Maple Blvd. Sanitary Sewer Replacement. This project is a 1990 CDBG funded project and will replace 1,500 LF of 8-inch sanitary sewer trunk line, 1,000 LF of service line and install four manholes.

RFP/BID # _____ Date of RFP/BID Block Grant Application Process 3/17/89 & 4/15/90 Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Wood Village
 Mailing Address 2055 NE 238th Drive
Wood Village, OR 97060
 Phone (503) 667-4211
 Employer ID # or SS # _____
 Effective Date July 1, 1991
 Termination Date December 31, 1992
 Original Contract Amount \$ 59,750.00
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 59,750.00

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ as invoiced Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Dary Nakas (ac)
 Purchasing Director _____
 (Class II Contracts Only) _____
 County Counsel [Signature]
 County Chair/Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II contracts only)

Encumber: Yes No
 Date 7-31-92
 Date _____
 Date 8-4-92
 Date 8/13/92
 Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	5492						Maple Blvd.		
02.									Sewer Replace.	\$59,750.00	
03.											

INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY AND THE CITY OF WOOD VILLAGE
for the
Maple Blvd. Sanitary Sewer Replacement (90-1)

This Agreement is entered into between Multnomah County (COUNTY) and the City of Wood Village (CITY) for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. The CITY desires to replace approximately 1500 L.F. of 8-inch sanitary sewer trunkline, 1000 L.F. of service line and install four (4) manholes on Maple Blvd. between 238th Drive and Elm Avenue.
- B. The COUNTY, acting through its Community Development Division has applied for and received Block Grant funds from the United States Department of Housing and Urban Development (HUD) for community development projects.
- C. With the advice of the CITY, the COUNTY desires to undertake necessary design, engineering, bidding, contracting and construction of the project.
- D. The CITY desires to contribute \$20,000 toward the cost of the project.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The COUNTY and the CITY agree to facilitate the design and construction of the project.
 - a. The COUNTY will contribute up to \$59,750 in Community Development Block Grant funds to the project for the period of July 1, 1991 through December 31, 1992. The COUNTY certifies that sufficient funds are available in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
 - b. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
 - c. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for this project, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project, except as approved by the Multnomah County Community Development Policy Advisory Board and the Community Development Division.

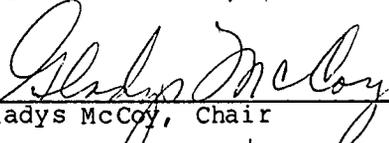
- d. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- e. The CITY shall contribute funds to this project in the amount of \$20,000 for construction of the project.
- f. The COUNTY shall drawdown the CITY's contributed funds as needed to pay for design and construction based on the Engineers approved certificate of payment. When the CITY's funds have been expended the COUNTY shall begin to drawdown Block Grant funds.
- g. In the event not all the improvements can be made with the project funds, the COUNTY with the advice of the CITY will determine the priority of the improvements to be made. The general scope of the improvements to be made under this contract consist of all work necessary to complete design and construction improvement as previously listed under paragraph A of this agreement.
- h. The COUNTY with the advice of the CITY will prepare all necessary plans, specifications, bid documents, and provide construction management to be paid for out of project funds.
- i. The COUNTY with the advice of the CITY will contract for appropriate project engineering services to include preparation of plans, specifications and bid documents, and to provide construction management.
- j. The COUNTY shall forward to the CITY copies of all requests for proposals, preliminary plans, specifications and cost estimates, for review and comments at least five days before requesting bids on the project.
- k. The COUNTY with the advice of the CITY will appropriately bid, award the contract, and contract for construction of the project. In such contract the COUNTY will assume right and responsibilities of owner of the project.
- l. The CITY will assist the COUNTY in performing any necessary and appropriate community information activities.
- m. The COUNTY will assure that all procedures for construction plan approval, permit application, inspection documentation are adhered according to those rules and regulations as administered by the Department of Environmental Services and other applicable agencies.

- n. Upon substantial completion of the construction of the project, the COUNTY and the CITY will conduct an inspection of the work done. Any deficiencies in either materials or workmanship will be noted in a punch list. After final inspection of the punch list is made and approved by the COUNTY and the CITY, the CITY will accept the improvements and assume maintenance, operation, and ownership responsibilities. The one-year warranty period for materials and workmanship will begin at this time. If any materials or workmanship deficiencies are noted during the one-year warranty period, the contractor shall be responsible for such repairs.
 - o. The CITY will bear risk of loss from fire, extended coverage, and will purchase and maintain property insurance, including builder's All Risk Insurance, upon the entire work at the site to its full insurable value. The CITY shall demonstrate that adequate insurance is held to protect the COUNTY.
- 2. The CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the CITY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 - 3. The COUNTY agrees to indemnify, save harmless and defend the CITY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, faults, or negligence of the COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.
 - 4. The CITY will preserve and maintain the project for public use for its useful life.
 - 5. The COUNTY and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
 - 6. This Agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:
 - a. Completion of the project, recommendation of acceptance of the improvements by the engineering consultant and inspectors, and acceptance by the COUNTY and CITY;

- b. Block Grant funds become no longer available from the federal government or the COUNTY;
 - c. Failure of the CITY to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government or the COUNTY;
 - d. Notice by one party to the other of its desire to terminate the Agreement. This notice will terminate the Agreement without further obligation of the parties only in the event it is given by the party desiring to terminate and received by the other prior to the COUNTY awarding the construction contract or incurring any project costs.
 - e. Otherwise this Agreement shall terminate on the latest termination date specified herein and shall be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
7. Upon termination of this Agreement any obligation at the time of termination shall be paid for in accordance with the Agreement, and any unexpended balance of Block Grant funds shall remain with the COUNTY.
8. The CITY shall provide project-related records to the COUNTY upon request.

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY, OREGON

Adopted by the CITY OF WOOD VILLAGE



 Gladys McCoy, Chair
 8/13/92

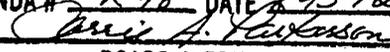
 Date

 Date

REVIEWED:



 Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # 8-18 DATE 8-13-92


 BOARD CLERK

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

		\$
--	--	----

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 59,750

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match (City)	\$ 20,000
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 59,750
9. TOTAL PROJECT COST	\$ 79,750

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

EXHIBIT B

Project No. 90-1

Project Year 1990

LGFS No. _____

AUTHORIZATION SIGNATURE CARD

Program Name Maple Blvd. Sanitary Sewer Replacement

Applicant's Name The City of Wood Village

Address 2055 NE 238th Drive

City, State, Zip Wood Village , Oregon 97060

Telephone Number 667-4211

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)	SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date

Signature of Authorized Official

Title of Authorized Official

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
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- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.