



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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JULY 12, 2007 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. if needed Executive Session
Pg 3	9:30 a.m. Opportunity for Public Comment
Pg 3	9:30 a.m. Metro Drive Less Save More Campaign Update
Pg 3	10:05 a.m. First Readings for two Ordinances Amending County Land Use Code
Pg 4	10:15 a.m. Elections Audit
Pg 4	10:55 a.m. First Reading and Possible Adoption of an Ordinance Amending MCC Chapter 21.406, Ambulance Staffing
Pg 4	11:05 a.m. Briefing on the Integration of Health and Housing
Pg 4	11:30 a.m. Proclaiming July 15 through 21, 2007 Probation, Parole and Community Supervision Officers' Week

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

Thursday, 9:30 AM, (LIVE) Channel 30
Saturday, 10:00 AM, Channel 29
Sunday, 11:00 AM, Channel 30
Tuesday, 8:00 PM, Channel 29

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Thursday, July 12, 2007 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Deputy County Attorney John Thomas. 15-30 MINUTES REQUESTED.
-

Thursday, July 12, 2007 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

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

- C-1 Intergovernmental Revenue Agreement 0607139 with the Oregon Board of Parole and Post-Prison Supervision Providing Funding to Assist in the Support of Department of Community Justice Hearings Officers

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-2 Intergovernmental Expenditure Agreement 4600006735 with the Housing Authority of Portland for Rent Assistance

DEPARTMENT OF COMMUNITY SERVICES

- C-3 Amendment No. 2 to Intergovernmental Expenditure Agreement 4600005229 with the Oregon Dept. of Transportation for Right of Way Acquisition Services in Connection with the Improvement of NE 223rd Avenue

REGULAR AGENDA
PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 Metro Drive Less Save More Campaign Update. Presented by Councilor Rex Burkholder. 10 MINUTES REQUESTED.

DEPARTMENT OF COUNTY MANAGEMENT – 9:40 AM

- R-2 Appointment of Jon Chess, Tara Bowen-Biggs, Stephen Wright, Jodi Shaw, Sheila Isley, Dana Schnell, Theresa Sullivan, Karolin Lennon, and Dawn Sechrist to the 2007 CHARITABLE GIVING CAMPAIGN MANAGEMENT COUNCIL
- R-3 Approval of 2007 Charitable Giving Campaign Participating Funds/Federations

DEPARTMENT OF COMMUNITY SERVICES – 9:50 AM

- R-4 RESOLUTION Adopting the National Incident Management System and Repealing Resolution No. 91-8
- R-5 Inter-County Mutual Aid Agreement (Omnibus Agreement) Providing Emergency Assistance During Times of Emergency
- R-6 NOTICE OF INTENT to Apply for Homeland Security Grant Program Funds in the Amount of \$551,000
- R-7 First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapters 11.15, 11.45, 33, 34, 35, 36, 37 and 38 to Add Criteria for Replatting and Consolidating Lots and Parcels
- R-8 First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement

AUDITOR'S OFFICE – 10:15 AM

- R-9 Elections Audit. Presented by LaVonne Griffin-Valade, Judith DeVilliers, Sarah Landis, Fran Davison, Cecilia Johnson and John Kauffman. 30 MINUTES REQUESTED.

DEPARTMENT OF HEALTH – 10:55 AM

- R-10 First Reading and Possible Adoption of a Proposed ORDINANCE Amending Multnomah County Code Chapter 21.406, Ambulance Staffing, and Declaring an Emergency
- R-11 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Nuisance Control Law (Multnomah County Code Chapter 15.225-15.236) Relating to Public Health Threats
- R-12 Briefing on the Integration of Health and Housing. Presented by Commissioner Jeff Cogen and Lila Wickham. 30 MINUTES REQUESTED.

DEPARTMENT OF COMMUNITY JUSTICE – 11:30 AM

- R-13 PROCLAMATION. Proclaiming July 15th through July 21st, 2007 as Probation, Parole and Community Supervision Officers' Week in Multnomah County, Oregon. Presented by Steve Liday. 30 MINUTES REQUESTED.

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.

Board Meetings July 12 through September 6, 2007:

July 12 regular items, briefings and if needed executive sessions

July 26 regular items, briefings and if needed executive sessions

July 31 Board Work Session on State Budget Cuts

August 9 regular items, briefings and if needed executive sessions

August 16 regular items, briefings and if needed executive sessions

September 6 regular items, briefings and if needed executive sessions

September 11 and 13 – back to regular Tuesday and Thursday Board meetings schedule

If you have any questions please contact Board Clerk Deb Bogstad @ 503 988-3277. Thank you.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

TO: Chair Ted Wheeler
Commissioner Maria Rojo de Steffey
Commissioner Jeff Cogen
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Matthew Lieuallen
Staff to Commissioner Lisa Naito

DATE: June 12, 2007

RE: Naito Excuse Memo

Commissioner Naito will be unable to attend the June 26, June 28, July 10, and July 12 Board meetings or briefings. Commissioner Naito will be out of town on vacation.

Thank you,
Matthew Lieuallen



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 7/12/07
Agenda Item #: E-1
Est. Start Time: 9:00 AM
Date Submitted: 07/05/07

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 15-30 minutes
Department: Non-Departmental Division: County Attorney
Contact(s): Agnes Sowle
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): John Thomas and Invited Others

General Information

1. What action are you requesting from the Board?

No final decision will be made in the Executive Session.

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

Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.

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

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

ORS 192.660(2)(d),(e)and/or(h)

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

Required Signature

Elected Official or
Department/
Agency Director:

Date: 07/05/07



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 07/12/07
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 06/21/07

Agenda Title: Intergovernmental Revenue Agreement 0607139 with the Oregon Board of Parole and Post-Prison Supervision Providing Funding to Assist in the Support of Department of Community Justice Hearings Officers

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: N/A
Department: Department of Community Justice Division: ASD
Contact(s): Robb Freda-Cowie
Phone: 503 988-5820 Ext. 85820 I/O Address: 503/250
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

Approval of an intergovernmental revenue agreement is recommended between the Multnomah County Department of Community Justice (DCJ) and the Oregon Board of Parole and Post-Prison Supervision (Board). This biennium agreement covering the period July 1, 2007 through June 30, 2009 will provide funding to assist in the support of DCJ's hearings officers.

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

The Department of Community Justice provides corrections-oriented supervision services to offenders released from prison on parole and post-prison supervision status and returning to Multnomah County as well as those offenders who have served their sentences in jail and are being released back into the community. Inherent in this responsibility is ensuring that offenders comply with their conditions of parole/post-prison supervision and acting upon any violations to said conditions.

DCJ employs three hearings officers whose are responsible for conducting all parole and post-prison supervision violation hearings arising within the County's jurisdiction in accordance with OAR-255-075 and OAR 291-058 and ORS 144.106-109, ORS 144.341, and ORS 144.343-370 for offenders who are either under the releasing authority of the Board or Multnomah County. The specific duties

not only include conducting and presiding over violation hearings, but imposing administrative sanctions, which may include local confinement, or serving a term of incarceration in jail, or a state correctional facility, as well as providing interventions and/or modifications to the conditions of supervision (see Program Offer 50032).

For those Counties who have opted to conduct their own internal sanction/revocation hearings rather than having the Board conduct these hearings for those offenders who are under their releasing authority, the Board provides funds in support of this endeavor. Funding is based on a formula which takes into account the total number of revocation/sanction hearings that occur state-wide in proportion to the number each county conducts. The formula determines the amount of money that is distributed to each county.

Recently, the State's budget was approved which allowed for the distribution of funds by the Board to each county who conducts internal revocation/sanction hearings. These funds will assist Multnomah County in the support of DCJ's hearings officers.

The agreement with the Board is effective July 1, 2007 and runs through June 30, 2009.

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

The Oregon Board of Parole and Post-Prison Supervision will contribute a biennial amount of \$90,482 to assist in the support of DCJ's hearings officers covering fiscal years 2007-2008 and 2008-2009. Compensation for services will be made in two equal payments of \$45,241 during January 2008 and January 2009.

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

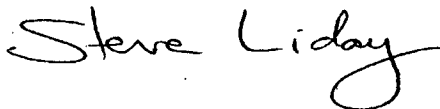
N/A

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

N/A

Required Signature

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



Date: 07/05/07

Steve Liday



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY JUSTICE

CONTRACT REQUEST FORM (CRF)

CS Assigned: ☐ Jerry Martin ☐ Deb Baucom

CONTRACTOR NAME: OR BOARD OF PAROLE

CONTRACT NO: 255-07-08

AMENDMENT NO.

(If new contractor, complete the following information)

0607139

Street/PO Box: 2575 Center St NE Ste 100		City: Salem	State: OR	Zip Code: 97301
Contact Person: Aaron West		Title: Executive Director	Fed ID #:	
Phone: 503-945-0919	Fax (503)373-7558	Email:	Customer #: 300017	

Program Name: PAROLE BOARD HEARINGS OFFICER Service Description: HEARINGS OFFICER CJM Assigned: BILL PENNEY

<u>CRF Purpose</u>	<u>Fiscal Type</u>	<u>Division</u>	<u>Procurement Authority</u>
<input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> ASD	<input type="checkbox"/> CSS #
<input type="checkbox"/> Renewal Amendment	<input checked="" type="checkbox"/> Revenue	<input type="checkbox"/> JSD	Start Date: End Date:
<input type="checkbox"/> Contract Amendment	<input type="checkbox"/> Non-Monetary	<input type="checkbox"/> JSD/ASD	<input type="checkbox"/> RFP #:
		<input type="checkbox"/> Administration	Start Date: End Date:
			<input type="checkbox"/> Exemption #:
			Start Date: End Date:

Contract/Amendment Start Date: 07/01/07

Contract/Amendment End Date: 06/30/09

Total Amendment \$ Amount:

Total Contract \$ Amount: \$90,482.00

List total \$ amount for each fiscal year of the contract term, including multi-year or cross-over year.

FY: 07/08 \$ 45,241 FY: \$

FY: 08/09 \$ 45,241 FY: \$

FY: \$ FY: \$

Summarize the Statement of Work/Reason for Amendment: Provides revenue for one Hearings Officer to conduct all parole and post-prison supervision violation hearings.

NOTE: For new contracts, attach a statement of work, which describes in detail the service requirements, population served (when applicable), performance measures (when applicable) and payment method. For amendment changes, other than date and dollar, attach a detailed description of the additions/deletions to the contract.

Fiscal Year	Description of Services	Quantity	Unit Price	Total	GL Code	Cost Center/ WBS/IO	Service or Master Code
FY07/08	Hearings Officer			(\$ 45,241)	50180	CJ046.PAROLE	
FY08/09	Hearings Officer			(\$ 45,241)	50180	CJ046.PAROLE	
FY				\$			
FY				\$			
FY				\$			
FY				\$			
FY				\$			
FY				\$			
FY				\$			
FY				\$			
TOTAL				(\$90,482)			

ROUTING ORDER

1. <u>CJM/PDS</u> Initial: <i>AO</i> Date: <i>6/8/07</i> Bldg #: <i>503/250</i> Phone #: <i>25456</i>	2. <u>Evaluation/PDT</u> Eval Initial: PDT Initial: <i>06/11/07</i> Date: <i>CP</i>	3. <u>Budget</u> Initial: Date:	4. <u>Finance</u> Initial: Date:	5. <u>Purchasing</u> Initial: Date:	6. <u>PDS</u> Initial: Date:	7. <u>Contract Specialist</u> Date CRF Received: <i>6.12.07 DB</i>
Start process and attach SOW to CRF, collaborate budget.	Approves reviews and/or develops performance measures, when applicable. PDT will be prepared for new/changed data.	Assigns funding source and approves budget (when applicable) and SAP requisition for Expense contracts.	Assigns funding source and approves budget (when applicable) for Revenue contracts.	Enters financial information into SAP to generate a Requisition and Outline Agreement.	Enters data into contract database.	Writes contract and files CRF in contract file.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

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

Contract #: 0607139
Amendment #:

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

Department: Community Justice
 Originator: Carl Goodman
 Contact: Deb Baucom

Division/Program: Adult Services Division
 Phone: X83983
 Phone: X83202

Date: June 19, 2007
 Bldg/Rm: 503/250
 Bldg/Rm: 503/250

Description of Contract: This revenue IGA provides financial support of a Hearings Officer, employed by Mult Co/DCJ, who will be responsible for conducting all parole and post-prison supervision violation hearings arising within its jurisdiction (Mult Co) in accordance to applicable OARs and ORSs. This includes imposing administrative sanctions as well as providing interventions and/or modifications to the offenders conditions of supervision. This two-year agreement covers the fiscal period July 1, 2007 through June 30, 2009 and provides a total of \$90,482 in revenue.

RENEWAL: ☐ PREVIOUS CONTRACT NO.(S): EEO CERTIFICATION EXPIRES:
 PROCUREMENT, EXEMPTION OR CITATION #: ISSUE DATE: EFFECTIVE DATE: END DATE:
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert # or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Oregon Board of Parole and Post-Prison Supervision			Contact:	Aaron East, Executive Director (503) 945-0919 (Tel) (503) 373-7558 (Fax)		
Address	2575 Center Street, NE, Suite 100			Payment Schedule / Terms:			
City/State	Salem, OR			<input type="checkbox"/> Lump Sum \$		<input type="checkbox"/> Due on Receipt	
Zip Code	97301-4621			<input type="checkbox"/> Monthly \$		<input type="checkbox"/> Net 30	
Phone	(503) 945-0900			<input type="checkbox"/> Other \$		<input type="checkbox"/> Other	
Employer ID# or SS#				<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Information:			
Contract Effect Date	07/01/07	Term Date	06/30/09	Original PA/Requirements Amount	\$		
Amendment Effect Date		New Term Date		Total Amt of Previous Amendments	\$		
Original Contract Amount	\$90,482			Requirements Amount Amendment	\$		
Total Amt of Previous Amendments	\$			Total Amount of PA/Requirements	\$		
Amount of Amendment	\$						
Total Amount of Agreement	\$90,482						

REQUIRED SIGNATURES:

Department Manager Steve Liday DATE 7/5/2007
 County Attorney Jacquie A. Weber DATE June 15, 2007
 CPCA Manager _____ DATE _____
 County Chair RD WHEELER DATE 07.12.07
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS:

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 07.12.07
 DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT
between
OREGON BOARD OF PAROLE AND
POST-PRISON SUPERVISION
AND

Multnomah COUNTY

Agreement NO. 255-07-08

THIS AGREEMENT, is made and entered into by and between THE STATE OF OREGON, acting by and through its Board of Parole and Post-Prison Supervision, hereinafter referred to as "BOARD"; and Multnomah County, hereinafter referred to as "COUNTY".

RECITALS

1. By the authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, agents have the authority to perform.
2. Under such authority, BOARD wishes to retain the services of COUNTY to conduct parole and post-prison supervision violation hearings as cited below. Payment for said services shall not exceed a maximum amount of \$90,482 in state funds.

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

STATEMENT OF WORK

1. COUNTY shall perform the work described in A.1 ("Description of Services") below. COUNTY agrees to begin the services upon execution of the agreement or July 1, 2007, whichever is later, and to provide the services up through June 30, 2009.

A.1 Description of Services

COUNTY agrees to provide at least one Hearings Officer, employed by said county, acceptable to, and trained and certified by, the BOARD; and COUNTY will be responsible for conducting all parole and post-prison supervision violation hearings arising within its jurisdiction in accordance with OAR 255-075 and OAR 291-058, and ORS 144.106-109, ORS 144.341, ORS 144.343-370.

COUNTY agrees to submit electronic reports and records of hearings and sanctions in accordance with the Parole Board Management Information System, and submit written reports and tape recordings of hearings upon request from the BOARD.

The COUNTY and its hearings officer(s) shall be subject to the right and authority of the BOARD to establish or revise procedures under which the hearings provided for in this Agreement must be conducted, or to take any action consistent with the terms of this Agreement that the BOARD, in its sole discretion, deems necessary or appropriate to comply

with the statutory and constitutional requirements applicable to such hearings or advance the purposes of this Agreement.

2. BOARD's designated representative for this Agreement is the Executive Director.

CONSIDERATION AND COMPENSATION

- 1 BOARD shall compensate the COUNTY for the services, as defined above, as follows:
 - B.1 In consideration for the services performed, BOARD agrees to pay COUNTY a maximum amount of \$90,482. The maximum not-to-exceed amount of \$90,482 for the services includes all reimbursable expenses. Therefore, reimbursement for additional expenses is not allowed, unless incurred after the date on which a written amendment authorizing such reimbursement is executed by all parties and approved as required by applicable statutes and rules.
 - B.2 Payments for Services, cited above, shall be made in two (2) equal payments of \$45,241 each during January, 2008 and January, 2009.

GENERAL PROVISIONS

1. COUNTY, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.
COUNTY shall not enter into any subcontracts for any of the work described under this agreement without obtaining prior written consent from BOARD.
2. COUNTY agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement. COUNTY agrees that the contract provisions required under ORS 279B.220, 279B.230, and 279B.235 are incorporated into and shall govern the performance of this agreement.
3. **Governing Law & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines. Any litigation between the BOARD and COUNTY arising out of or related to this agreement shall be brought and maintained only in the Circuit Court of Marion County in Salem, Oregon; provided however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY SIGNATURE, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURTS.
4. COUNTY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. COUNTY also shall comply with the Americans with Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of the Act, ORS 659A.142, and all applicable regulations and administrative rules established pursuant to those laws.
5. COUNTY shall be responsible for all cost and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

6. **Access to Records:** For not less than three (3) years after agreement expiration, the BOARD, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the COUNTY which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than three years following the agreement expiration date or (ii) the date on which all litigation regarding this agreement is resolved. The COUNTY agrees to provide full access to BOARD in preparation for and during litigation. Copies of applicable records shall be made available upon request.

7. **Funds Available and Authorized:** BOARD reasonably believes at the time of entering into this agreement that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the BOARD's appropriation or limitation.

COUNTY understands and agrees that BOARD's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent on BOARD receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow BOARD, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, BOARD may terminate this Agreement without penalty or liability to BOARD, effective upon the delivery of written notice to COUNTY.

8. **Indemnity and Insurance:** Except for claims covered under the professional liability coverage referred to below, subject to legal limitations, COUNTY shall defend, save, and hold harmless the State of Oregon and the BOARD, their divisions, officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of COUNTY or its subcontractors, agents, or employees under this agreement.

During and within the scope of County's performance of services under this agreement, the State will provide COUNTY-employed hearings officers, to the extent that they are acting as agents of the State of Oregon, tort liability coverage as provided in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Department of Administrative Services, Risk Management Division Liability Self-Insurance Policy Manual #125-7-201, as amended. COUNTY shall promptly report, in writing, any claim and any occurrence that reasonably may give rise to a claim, to the Risk Management Division, 1225 Ferry Street SE, Salem, OR 97301-4287, (503) 373-7475.

9. **Termination:** a. This agreement may be terminated by written mutual consent of the parties. In addition, this agreement may be terminated by the BOARD by written notice to the COUNTY specifying the termination date of the agreement. The right to terminate shall be exercised in good faith, for any reasonable cause, including but not limited to: (i) BOARD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for COUNTY's Work; (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or BOARD is prohibited from paying for such Work from the planned funding source; (iii) COUNTY no longer holds any license or certificate that is required to perform the Work as set forth above.
- b. COUNTY's timely and accurate performance is of the essence of this agreement. BOARD, by delivering written notice of default, may terminate this agreement, in whole or in part:
- (1) immediately, if the COUNTY fails to provide the services called for in the Statement of Work within the times specified or allowed under this agreement; or
- (2) at any time following a 30-day notice if the COUNTY fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after delivery of written notice from BOARD, does not correct such failures within 30 calendar days, or such longer period as BOARD may authorize.
- c. Upon receiving a notice of termination, and except as otherwise directed in writing by the BOARD, COUNTY shall immediately cease all activities related to the work.
- d. As directed by the BOARD, COUNTY shall upon termination, deliver to the BOARD all project documents, information, and other property that, if the Agreement had been completed, would be required to be furnished to the BOARD. By COUNTY's signature on this Agreement, COUNTY allows BOARD to use said documents for their intended use.
- e. The rights and remedies of the BOARD provided in the above clauses related to defaults by the COUNTY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
- f. BOARD or COUNTY may, at their discretion, terminate this contract in whole or in part, with 30 days notice to the other party.
10. **Ownership of Work Product:** Work Products of COUNTY that result from this Agreement (as described in "Statement of Work") is exclusive property of the BOARD. BOARD and COUNTY intend that such Work Product be deemed "work made for hire", COUNTY hereby irrevocably assigns to BOARD all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. COUNTY shall execute such further documents and instruments as BOARD may reasonably request in order to fully vest such rights in BOARD. COUNTY forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of indemnification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. **Survival:** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 4, 7, 9, 10 and 11 of these General Provisions.
12. **Amendment:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties.
13. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement. No amendment, consent or waiver of terms of the agreement shall bind either party unless in writing and signed by both parties. Any such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose. The parties, by their signature below, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

Approved as to Legal Sufficiency by the Attorney General's Office:

(All contracts & amendments to contracts
over \$75,000)
Attorney General

Date: _____

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

Multnomah County, Oregon

Ted Wheeler
Ted Wheeler, County Chair

State of Oregon, by and through its
Board of Parole and Post-Prison
Supervision

By: Steven R. Powers
Steven R. Powers, Chairperson

Date: July 12, 2007

Date: 29 May 2007

Agency Address:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 07.12.07
DEBORAH L. BOGSTAD, BOARD CLERK

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: Jacquie A. Weber ^{DB} 6/15/07
Assistant County Attorney Date

Approved:

Steve Liday 7/5/2007
Department Director or Designee Date



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 07/12/07
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 06/22/07

Agenda Title: **Intergovernmental Expenditure Agreement 4600006735 with the Housing Authority of Portland for Rent Assistance**

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: N/A
Department: DCHS Division: School & Community Partnerships
Contact(s): Tiffany Kingery
Phone: 503.988.6295 Ext. 22728 I/O Address: 167/2/200
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

Review and approval of IGA with HAP for rent assistance, per Resolution 05-151

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

Multnomah County, the City of Portland, the City of Gresham, and HAP previously provided short-term rental assistance resources to agencies through separate programs. These resources had evolved into three main programs called The Clearinghouse, Transitions to Housing, and the Rental Assistance Supplemental Program (RASP), encompassing six different funding sources from the federal, state, and local levels, and administered by three administrative entities. Through an extensive community process, the jurisdictions merged these various stand-alone programs into a unified system administered by the Housing Authority of Portland called "Short-Term Rental Assistance" (STRA). Accountability for the system is provided through an oversight committee appointed by the four jurisdictions. The new system provides streamlined programmatic and fiscal management as well as consistent program guidelines and eligibility requirements. Thereby eliminating many administrative costs, increasing accountability, and improving outcomes. The advantages of the unified system are numerous. Agencies have a clear point of access, a single procurement process and single reporting mechanism. In addition, service duplication has been

reduced, thereby reducing administrative costs, and increasing the amount of funds going directly to people in need. The unified system further reduces the coordination time among jurisdictional staff and the time agency staff spends reporting to multiple funding sources. The STRA Program is part of the Housing Stabilization Program offer # 25133A. 80% of STRA participants will maintain housing stability at 6 months following exit. The STRA system provided rental assistance and emergency voucher funds to 1,050 families and individuals.

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

\$96,675 of County General Funds (CGF) has been made available to HAP this year for administration and \$188,515 in CGF for program, \$385,643 in FEMA and \$99,643 in LIRHF.

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

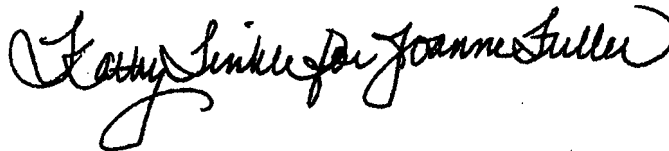
This IGA continues to bring current Clearinghouse functions into alignment with the new unified rent assistance system model as identified in the 10 year Plan to End Homelessness.

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

The unified rent assistance system was created in collaboration with the City of Gresham, the City of Portland, and the Housing Authority of Portland. Significant citizen and provider feedback was sought and used throughout the planning process. An Oversight Committee, representing the jurisdictions, providers, and community members was formed and will continue to provide accountability to the new system as it continues to be implemented.

Required Signature

Elected Official
or Department/
Agency Director:



Date: 06/20/07

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 4600006735

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

Amendment #:

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

Department: County Human Services Div/Prog: School and Community Partnerships Date: May 14, 2007
 Originator: Tiffany Kingery Phone: 22728 Bldg/Rm: 167/2/200
 Contact: Sydney Bizzell Roberts Phone: 22701 Bldg/Rm: 167/2/200
 Description of Contract:

RENEWAL ☒ PREVIOUS CONTRACT #(S): 4600006028 EEO CERTIFICATION EXPIRES: 8/31/08
 PROCUREMENT: IGA
 EXEMPTION OR: ISSUE EFFECTIVE END
 CITATION # DATE DATE DATE
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☒ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Housing Authority of Portland		Remittance Address	
Address	135 SW Ash St.		(If different)	
City/State	Portland OR		Payment Schedule / Terms	
Zip Code	97204		<input type="checkbox"/> Lump Sum \$ <u> </u>	<input type="checkbox"/> Due on Receipt
Phone	503.802.8300		<input type="checkbox"/> Monthly \$ <u> </u>	<input type="checkbox"/> Net 30
Employer ID# or SS#	93.6001547		<input type="checkbox"/> Other \$ <u> </u>	<input checked="" type="checkbox"/> Other
Contract Effective Date	July 1, 2007	Term Date	June 30, 2008	
Amendment Effect Date		New Term Date		
Original Contract Amount	\$770,476.00		Original Requirements Amount	\$ <u> </u>
Total Amt of Previous Amendments	\$0		Requirements Amount Amendment:	\$ <u> </u>
Amount of Amendment	\$0		Total Amount of Requirements	\$ <u> </u>
Total Amount of Agreement	\$770,476.00		Total Amount of Requirements	\$ <u> </u>

REQUIRED SIGNATURES

Department Manager: [Signature] DATE: 6/20/07
 Purchasing Manager: [Signature] DATE: 6/27/07
 County Attorney: [Signature] DATE:
 County Chair: [Signature] DATE: 07.12.07
 Sheriff: DATE:
 Contract Administration: DATE:

COMMENTS: **SAP Vendor #24226**

Exhibit A, Rev. 03/24/06

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 07.12.07
 DEBORAH L. BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address

HOUSING AUTHORITY OF PORTLAND
135 SW ASH ST
PORTLAND OR 97204

Information

Contract Number 4600006735
Date 05/11/2007
Vendor No. 24226
Contact/Phone OSCP Services /

Validity Period: 07/01/2007 - 06/30/2008
Minority Indicator: Not Identified

Estimated Target Value: 779,041.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
	<i>FY 06/07 Contract No. 4600006028</i>			
0001	H50030015 Clearinghouse Services (USD) Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 7/1/07 - 11/30/07	160,685.000	Dollars	\$ 1.0000
0002	H50030015 Clearinghouse Services (USD) Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 7/1/07 - 6/30/08	188,515.000	Dollars	\$ 1.0000
0003	H50030015 Clearinghouse Services (USD) Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 7/1/07 - 6/30/08	99,643.000	Dollars	\$ 1.0000
0004	H50030016 Clearinghouse Services Admin (USD) Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 7/1/07 - 6/30/08	105,240.000	Dollars	\$ 1.0000
0005	H50030015 Clearinghouse Services (USD) Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 12/1/07 - 6/30/08	224,958.000	Dollars	\$ 1.0000

**MULTNOMAH COUNTY OREGON****ATTACHMENT A**

Bill to and ship to addresses are the same unless otherwise specified below.

Page 1 of 1

Release Order**Vendor Address**

HOUSING AUTHORITY OF PORTLAND
135 SW ASH ST
PORTLAND OR 97204

Release Order **4500094056**
Date 05/11/2007
Vendor No. 24226
Buyer/Phone OSCP Services /

Validity End Date 11/30/2007
Incoterms FOB Destination

Ship To:

Multnomah County
Dept of School & Community Partnership
421 SW Oak, Suite 200
Portland OR 97204
Fax:

Bill To or Other Special Instructions:

Program Contact:
Tiffany Kingery
503.988.6295, ext.22728

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	Clearinghouse Services Validity Period: 7/1/07-11/30/07 H50030015 Clearinghouse Services (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHS.FEMA25 Release order against contract 4600006735 Item 00001 Per Invoice/Cost Reimbursement Validity Period: 7/1/07 - 11/30/07	160,685.000	USD	\$ 1.0000	\$ 160,685.00
				Total	<u>\$ 160,685.00</u>

**MULTNOMAH COUNTY OREGON****ATTACHMENT A**

Page 1 of 1

Bill to and ship to addresses are the same unless otherwise specified below.

Release Order**Vendor Address**

HOUSING AUTHORITY OF PORTLAND
135 SW ASH ST
PORTLAND OR 97204

Release Order**4500094057****Date**

05/11/2007

Vendor No.

24226

Buyer/Phone

OSCP Services /

Validity End Date

06/30/2008

Incoterms

FOB Destination

Ship To:

Multnomah County
Dept of School & Community Partnership
421 SW Oak, Suite 200
Portland OR 97204
Fax:

Bill To or Other Special Instructions:

Program Contact:
Tiffany Kingery
503.988.6295, ext. 22728

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	<i>Clearinghouse Services</i> <i>Validity Period: 7/1/07 - 6/30/08</i>				
0001	H50030015 Clearinghouse Services (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHHS.CGF Release order against contract 4600006735 Item 00002 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 7/1/07 - 6/30/08</i>	188,515.000	USD	\$ 1.0000	\$ 188,515.00
0002	H50030015 Clearinghouse Services (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHHS.LIRHF Release order against contract 4600006735 Item 00003 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 7/1/07 - 6/30/08</i>	99,643.000	USD	\$ 1.0000	\$ 99,643.00
0003	H50030016 Clearinghouse Services Admin (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHHS.CGF Release order against contract 4600006735 Item 00004 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 7/1/07 - 6/30/08</i>	105,240.000	USD	\$ 1.0000	\$ 105,240.00
				Total	<u>\$ 393,398.00</u>

**MULTNOMAH COUNTY OREGON****ATTACHMENT A**

Page 1 of 1

Bill to and ship to addresses are the same unless otherwise specified below.

Release Order**Vendor Address**

HOUSING AUTHORITY OF PORTLAND
135 SW ASH ST
PORTLAND OR 97204

Release Order **4500094058**
Date 05/11/2007
Vendor No. 24226
Buyer/Phone OSCP Services /
Validity End Date 06/30/2008
Incoterms FOB Destination

Ship To:

Multnomah County
Dept of School & Community Partnership
421 SW Oak, Suite 200
Portland OR 97204
Fax:

Bill To or Other Special Instructions:

Program Contact:
Tiffany Kinger
503.988.6295, ext. 22728

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<i>Clearinghouse Services</i> <i>Validity Period: 12/1/07 - 6/30/08</i> H50030015 Clearinghouse Services (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHS.FEMA26 Release order against contract 4600006735 Item 00005 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 12/1/07 - 6/30/08</i>	224,958.000	USD	\$ 1.0000	\$ 224,958.00
				Total	<u>\$ 224,958.00</u>

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Housing Authority of Portland (CONTRACTOR) and Multnomah County (COUNTY).

CONTRACT DOCUMENTS. This Contract includes this document (Intergovernmental Agreement) and:

- Attachment A - Sample Invoice
- Attachment B - FEMA Rent Assistance Form
- Attachment C - Sample LIFHF Invoice
- Attachment D - Quick Reference Guide to the Emergency Food and Shelter Program /
Emergency Food and Shelter National Board Program Manual
- Attachment E - CRD Work Plan Low-Income Rental Housing Fund (LIRHF) /OHCS
Master Grant Agreement 2007-2009
- Attachment F - LIRHF Request for Funds Form
- Attachment G - State of Oregon HCS Low Income Rental Housing Fund Sub-grantee
Manual
- Attachment H - Rent Assistance Program Model

PURPOSE:

The purpose of this agreement is to in accordance with the program instructions governing each funding source, see Attachments D and G, enter into a contractual agreement with the Housing Authority of Portland for the administration of rental assistance funds and to implement a single unified rental assistance program in Multnomah County in accordance with the Ten-Year Plan to End Homelessness (www.portlandonline.com/bhcd)

The parties agree as follows:

- I. RESPONSIBILITIES OF CONTRACTOR:** The CONTRACTOR agrees to provide:
 - B. HAP will Administer County General funds, LIRHF funds and FEMA funds to community non-profit agencies through contractual agreements
 - C. HAP will conduct a procurement process to determine which community non-profit agencies will access rental assistance funds.
 - D. Hap will administer the rental assistance funds in accordance the program design in the Rental Assistance Re-design Program Model Document (attachments I)
 - E. HAP will abide by program instructions governing each funding source as stated in the program manuals (Attachment D and G).
 - F. HAP will monitor it's sub-contract agencies at least annually for program compliance and example is The Client Monitoring Tool, Attachment J.
 - G. HAP will monitor motel vendors once annually to determine habitability of motel units, HUD Habitability Standards, Attachment K.
 - H. HAP will meet a minimum of six times annually with contractor agencies and facilitate sharing of pertinent program information and provide a forum for networking by January 1, 2008.
 - I. HAP will insure that accurate data is being collected by contracted agencies. HAP will use the ServicePoint data collection system and will make this data available to The COUNTY
 - J. HAP, will allocate total funds in the rent assistance system at 45% to the adult and 55% to the family population.
 - K. The County will appoint two representatives to the Oversight Committee.

L. No administrative dollars will be taken on LIRHF, FEMA or County General funds designated for rental assistance.

M. OUTCOMES:

- 50% of homeless households will obtain permanent housing within 30 days after receiving a motel voucher.
- 100% of those denied permanent housing will access stable residence such as shelter or transitional housing within 30 days after receiving a motel voucher.
- 80% of households will maintain housing stability at 3 months after rental assistance ends.
- 80% of households will maintain housing stability at 6 months after rental assistance ends.
- 70% of households will maintain housing stability at 12 months after rental assistance ends.
- 70% of households will maintain housing stability 12 months after eviction prevention assistance ends.

MEASURES

- Number of households served.
- Of those households provided with safety off the street motel vouchers, the proportion that moved into permanent housing within 30 days.
- Housing stability tracked at 3, 6 and 12 months.
- Households will have an increase in incomes or income supports allowing household to assume full rental payment within 24 months.
- Exit destination of households not moving into permanent housing.

II. **RESPONSIBILITIES OF COUNTY:** The County agrees to: Reimburse CONTRACTOR for specific services based upon the payment terms set forth under Attachments A through - G of this Contract.

The maximum payment under this Contract, including expenses, is **\$770,476.00**

III. **PAYMENT TERMS – All Contracts:**

1. **Chargeable Expenditures.** CONTRACTOR may charge expenditures under this Contract only if they are:

- a) In payment for services performed under this Contract;
- b) In payment of an obligation incurred during the Contract period;
- c) Performed in conformance with all applicable state and federal regulations and statutes; and
- d) Not in excess of maximum payable under this Contract.

2. **Reporting Requirements.**

- a) Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, may result in the withholding or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

3. **Recovery of Funds.** Any COUNTY funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after Contract expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a

manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments become delinquent, and in case of litigation, to reasonable attorney's fees.

4. **Refunds.** Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.
5. **Protection Against Loss or Damages.** COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY'S sole opinion to protect COUNTY from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.
6. **Request for Payment.** CONTRACTOR shall submit all final requests for payment no later than July 20th or the next working day after July 20th to the COUNTY. COUNTY will not process final requests for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility.
7. **Payment Terms – Cost Reimbursement:** County pays monthly.
 - a) COUNTY shall pay amounts due to CONTRACTOR upon receipt of CONTRACTOR'S payment requests in the standard COUNTY format. Invoices are due the 20th calendar day of the month following the month in which services are delivered. At a minimum see Chart attached for specific Fiscal reporting requirements. COUNTY agrees to process payment requests within ten working days of receipt of billing.
 - b) CONTRACTOR shall maintain required fiscal, program, and progress reports, which support payment requests, according to COUNTY program and fiscal requirements.

VII. TERM: The term of this agreement shall be from **July 1, 2007 to June 30, 2008.**

VIII. TERMINATION: This agreement may be terminated by either party upon thirty (30) days written notice.

IX. INDEMNIFICATION: Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this agreement.

X. INSURANCE: Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

XI. ADHERENCE TO LAW: Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

XII. NON-DISCRIMINATION: Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

XII. ACCESS TO RECORDS: Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XIV. SUBCONTRACTS AND ASSIGNMENT: Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

XV. THIS IS THE ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON

BY TED WHEELER
TED WHEELER, COUNTY CHAIR

DATE 07.12.07

BY Joanne Fuller
for JOANNE FULLER, MSW, DIRECTOR
DEPARTMENT OF COUNTY HUMAN SERVICES

DATE 6/20/07

REVIEWED: Katie A. Lane
KATIE A. LANE, ASSISTANT COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

DATE 6/27/07

HOUSING AUTHORITY OF PORTLAND

BY _____
STEVE RUDMAN, EXECUTIVE DIRECTOR

DATE _____

APPROVED AS TO FORM:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 07.12.07
DEBORAH L. BOGSTAD, BOARD CLERK

Attachment A
Sample Invoice Form

Multnomah County Department of County Human Services (DCHS) School & Community Partnerships (SCP) Monthly Expenditure Report Form						
Service Contract Number: _____ Invoice Number: _____						
For Period	From: / /200	To: / /200				
Provider Name:	Address:					
Grant Name/Source: CGF FEMA LIRHF (Circle One)						
Expenditures	Current Period	Year to Date				
Administration	\$	\$				
Program	\$	\$				
Total Expenditures	\$	\$				
<p>I understand that all expenditures reported are subject to audit and that all expenditures must be program related and allowable according to the applicable cost principles and regulations. I certify that I am an authorized representative of the above organization and that this statement of expenditures is accurate and true, to the best of my knowledge.</p> <p>_____</p> <table style="width: 100%;"><tr><td style="width: 50%; padding-bottom: 10px;">Agency Signature</td><td style="width: 50%; padding-bottom: 10px;">Date</td></tr><tr><td style="width: 50%; padding-bottom: 10px;">Title</td><td style="width: 50%; padding-bottom: 10px;">Phone Number</td></tr></table> <p>Number of Pages of Supporting Documents Attached with this Invoice: # _____</p> <p>-----</p> <p>DCHS/SCP Authorized Signature: _____ (Program Staff) Date</p> <p>DCHS/SCP Authorized Signature: _____ (Manager) Date</p>			Agency Signature	Date	Title	Phone Number
Agency Signature	Date					
Title	Phone Number					

FEMA Rent Assistance

Date: _____

Attention Landlord/Manager:

_____ (Agency) is assisting with rent/mortgage funds for the recipient listed below. This federal fund can be accessed only once in a 12-month period and is used exclusively to obtain housing or to prevent eviction from current housing. Guidelines require that no eviction notice be issued for the thirty days covered by the rent assistance.

We appreciate your willingness to work with us, and ask that you return this agreement with your signature. Please call if you have any questions or need further information.

Housing Specialist: _____ Ph: _____

Fax: _____

I agree to accept \$ _____ for rent/mortgage payment only on behalf of:

Tenant(s): _____

I agree not to issue an eviction notice to this tenant for non-payment of rent during the period of : _____ to _____

Property Address: _____

Monthly Rent: \$ _____ Amount Due: \$ _____

Due Date: _____

Landlord Name: _____ Landlord: _____
(Please print) (Signature)

Date: _____

Attachment C

SAMPLE LIRHF INVOICE

LIRHF 05 7/1/05-6/30/06
Backup for Cash Request
FY 06

July 1 2005-Jul 31 2005	Award Amount	48,776
	Received to Date	0
	This Cash Request	7,022
	Not Received	0
	Balance of Award	41,754

Award Amount	48,776
Actual Expenditure	7,022
Award Balance	41,754

Client	LIRHF 06 Award	Total Prev Client Billings	Client Balance	FY06 Expenditures	Billed To Date	To Be Billed
Axxxxxx, Lyubov	2601	0	2601	650	0	650
Fxxxx, Sandy	2303	0	2303	1007	0	1007
Gxxxx, Stanley	1770	0	1770	1180	0	1180
Jxxxxx, Nicole	1650	0	1650	975	0	975
Kxxxxx, Ruslana	1450	0	1450	750	0	750
Mxxxxx, Marista	1300	0	1300	400	0	400
Nxxxxxx, Jill	2061	0	2061	1110	0	1110
Nxxxxx, Julia	1651	0	1651	550	0	550
Oxxxxx, Margarita	1200	0	1200	400	0	400
TOTALS	15986		15986	7022	0	7022

A QUICK REFERENCE GUIDE TO THE EMERGENCY FOOD AND SHELTER PROGRAM

*Note: This page outlines some key operating principles of the Emergency Food and Shelter Program (EFSP). **THE ENTIRE MANUAL MUST BE STUDIED PRIOR TO MAKING ANY GRANT AWARDS OR PROVIDING ANY SERVICES.***

- The EFSP is a restricted federal grant. This manual details eligible program costs (see pages 31-47). Expenditures outside these guidelines are strictly prohibited.
- Program expenditures are limited to food, meals, shelter (either in a mass sheltering facility or a motel/hotel), rent/mortgage assistance, and utility assistance. Details regarding these services are on pages 31-47.
- **ALL EXPENDITURES MUST BE PAID FOR BY LRO CHECK, LRO VENDOR ISSUED CREDIT CARD OR LRO DEBIT CARD PAYABLE TO THE VENDOR (E.G., GROCERY STORE, FOOD BANK, LANDLORD, UTILITY COMPANY, ETC.).** See pages 31-47 for more information.
- **NO CASH PAYMENTS ARE ALLOWED WITH EFSP FUNDS. THE NATIONAL BOARD WILL NOT CONSIDER ANY WAIVERS OF THIS GUIDELINE IN PHASE 25.** (Note: If vendor only accepts cash, EFSP funds may not be used for purchases from that vendor.)
- Vendors may not be paid until an acceptable vendor-originated invoice has been submitted for payment (e.g., itemized receipt, motel bill, or voucher for eligible expenditure, landlord letter or utility bill). **Billing statements that are not itemized or statements showing just invoice numbers are not sufficient documentation.**
- Local Boards do not have the authority to expand National Board guidelines without written approval from the National Board. Matters of interpretation where the Local Board or LRO is uncertain should be referred to National Board staff.
- Members of Local Boards must not vote on funding decisions concerning their respective agencies.
- LROs must submit second payment requests to their Local Board chair no later than July 15, 2007. Local Board chairs must submit the second payment requests to the National Board by July 31, 2007. The deadline to reallocate Phase 25 funds is July 31, 2007. Correspondingly, the deadline to resolve Phase 24 compliance exceptions in order to receive any funds held for Phase 25 is July 15, 2007.

The National Board will issue first payments by electronic funds transfer (EFT) to LROs funded in previous phases. The National Board will issue checks to newly funded LROs (those not funded prior to the EFT requirement) for the first payment only and will provide EFT sign-up forms to LROs receiving first payments by check.

Emergency Food and Shelter National Board Program
701 North Fairfax Street, Suite 310
Alexandria, Virginia 22314-2064
(703) 706-9660 - phone
(703) 706-9677 - fax
www.efsp.unitedway.org

This manual contains changes from previous manuals issued to guide implementation of the Emergency Food and Shelter Program. This manual must be carefully studied prior to administering the program, giving any information to the public, or making any grant award. Matters of interpretation must be referred to the National Board staff.

This manual is intended for use by Local Boards and Local Recipient Organizations administering and providing services under the Emergency Food and Shelter National Board Program. This manual is not intended for individuals seeking services.


Catalog of Federal Domestic Assistance (CFDA) No. 97.024


For information on other Federal programs to help homeless people, including programs funded under the McKinney-Vento Homeless Assistance Act, contact the Interagency Council on the Homeless, 409 Third Street, SW, Suite 310, Washington, DC 20024, (202) 708-4663.

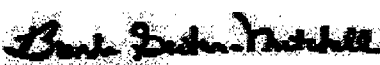
This publication was produced with the financial support of the U.S. Department of Homeland Security's Federal Emergency Management Agency. While DHS/FEMA supports the Emergency Food and Shelter National Board Program, the statements in this publication do not necessarily reflect DHS/FEMA's views.

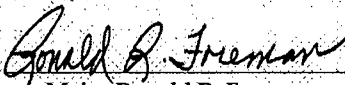
Phase 25


NATIONAL BOARD MEMBERS

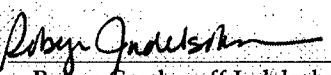

Acting Chair: Berl D. Jones, Jr.
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Deputy Chief, Individual Assistance Branch
Recovery Division
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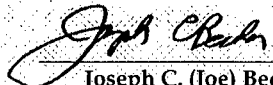

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PREAMBLE

The Emergency Food and Shelter Program (EFSP) was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (not disaster-related [i.e., fire victims, floods, tornadoes, etc.]) emergencies. The EFSP funding is open to all organizations helping hungry and homeless people. EFSP funds must be used to supplement feeding, sheltering (including transitional sheltering) and rent/mortgage and utility assistance efforts only.

EFSP is governed by a National Board that selects jurisdictions for funding. Local Boards are convened in those qualifying jurisdictions to determine the highest need and best use of funds and to select Local Recipient Organizations (LROs) that will provide emergency food and shelter services. Each year, needs are to be assessed in an effort to adapt to particular community needs.

HISTORY

The Emergency Food and Shelter Program was established on March 24, 1983, with the signing of the "Jobs Stimulus Bill," Public Law 98-8. That legislation created a National Board, chaired by the Federal Emergency Management Agency (FEMA) that consisted of representatives of the American Red Cross, Catholic Charities USA, National Council of the Churches of Christ in the U.S.A., The Salvation Army, United Jewish Communities, and United Way of America.

The EFSP was authorized under the Stewart B. McKinney Homeless Assistance Act (P.L. 100-77 signed into law on July 24, 1987, since renamed the McKinney-Vento Homeless Assistance Act and subsequently reauthorized under P.L. 100-628, signed into law on November 7, 1988). Since 1983 the EFSP will have distributed \$2.952 billion to over 12,000 human service agencies in more than 2,500 communities across the country.

The original authorizing legislation (PL 100-77) specifically calls for "sensitivity to the transition from temporary shelter to permanent homes and attention to the specialized needs of homeless individuals with mental and physical disabilities and illness and to facilitate access for homeless individuals to other sources of services and benefits."

Also in accordance with the legislation, the National Board encourages Local Boards to place special emphasis on identification of and assistance to the elderly, families with children, Native Americans and veterans. In addition, the authorization as revised (PL 102-550) in 1992 requires that a homeless or formerly homeless person serve on decision making boards.

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NATIONAL BOARD'S RESPONSIBILITIES

The National Board will:

1. Select jurisdictions of highest need for food and shelter assistance and determine amount to be distributed to each. The National Board's formula is based upon average unemployment statistics from the U.S. Department of Labor for the most current 12-month period available and poverty statistics from the 2000 census. Poverty and unemployment were selected as the best indicators of need available nationwide at the city or county level. The National Board adopted this combined approach in order to more effectively target funds for high-need areas and to allocate these funds rapidly and fairly.
2. Develop the operational manual and establish criteria for expenditure of funds. and distributing funds.
3. In jurisdictions that received previous awards, notify the jurisdiction that new funds are available. In areas newly selected for funding, notify the local United Way, or other National Board organization to request that a Local Board be formed. The National Board will notify qualifying jurisdictions of award eligibility within 60 days following allocation by the Federal Emergency Management Agency (FEMA).
4. Provide copies of award notification materials to National Board member affiliates and other interested parties.
5. Secure board plan, certification forms and board roster from Local Boards. Ensure Local Boards and Local Recipient Organizations (LROs) comply with established guidelines.
6. Distribute funds to selected LROs.
7. Review and grant waivers requested by Local Boards.
8. Establish an equitable system to accomplish the reallocation of unclaimed or unused funds.
9. Ensure that funds are properly accounted for and that funds due are collected.
10. Provide consultation and technical assistance regarding the program.
11. Compile reports from data received from the Local Boards and submit a detailed accounting of use for all program monies in the form of a report to FEMA.
12. Conduct compliance reviews of food and shelter expenditures made under this program for specified LROs. The National Board, FEMA, the National Board's public accounting firm, or the Inspector General's office may also conduct an audit of these funds. The National Board is also responsible for monitoring LRO compliance with Circular A-133 of the Office of Management and Budget (page 29, Item 7).

**National Board
administration and
Secretariat**

The National Board has selected United Way of America as the Secretariat and fiscal agent to perform the necessary administrative duties for the Board. An administrative allowance of one percent of the total award may be used for National Board administration.

**Grant payment
process**

United Way of America has been designated as the fiscal agent for the National Board and as such will process all Local Board plans and make payments directly to LROs recommended by Local Boards for funding.

The National Board will not issue any payments to a jurisdiction until the previous phase's final report has been received. No first payments will be issued to any LRO with any known or unresolved compliance problems in any jurisdiction in which they have previously received funds including the previous phase's final report, if reviewed.

Method of payment

All awards will be paid in two equal installments. Except for the first check to newly funded LROs, the National Board will make all payments by electronic funds transfer (EFT) only. If an LRO has received funds subsequent to October 1998 (Phase 17), they are not considered new for payment purposes, therefore, must have EFT in place to receive payments. This authorization form is sent to each new LRO with their first payment notice and may also be printed from the "LB and LRO Information" section of the EFSP web site: www.efsp.unitedway.org or you may contact the National Board staff for the preprinted authorization form at (703) 706-9660.

First payments

The National Board will issue first payments by EFT to LROs funded in the previous phase. The National Board will issue checks to newly funded LROs (those not funded prior to the EFT requirement) for the first payment only. The National Board will not issue any payments to a jurisdiction until the previous phase's final report has been received. No first payments will be issued to any LRO with any known or unresolved compliance problems in any jurisdiction in which they have previously received funds including the previous phase's final report, if reviewed.

Awards totaling \$100,000 or more will be paid upon submission of the lobbying certification and disclosure. See Annex 10 (page 68).

Second payments

Second payments will be made once the jurisdiction's compliance review of the previous phase is completed and any compliance

problems resolved.

Notice of second payments will be mailed to Local Boards and LROs only upon the submission of each LRO's interim report/second payment request form. See page 15 for further details. This form may be printed from the "LB and LRO Information" section of the EFSP web site (www.efsp.unitedway.org) once an LRO has received their first payment.

The Local Board chair will authorize second payments once assured the LRO is implementing the program as intended and according to the guidelines in this manual or other requirements established by the Local Board. **The deadline to request all second payments under Phase 25 is July 31, 2007.** Second payments will be held until all compliance exceptions (if any) are satisfied by the LRO. LROs with unresolved compliance exceptions as of July 15, 2007 may not be paid.

**Subsequent
payments**

If an LRO receives additional EFSP funds after the second payment has been requested (e.g., through a national reallocation), the National Board will issue a subsequent payment to the LRO.

Client eligibility

The EFSP is a needs based program, for which clients must qualify.

The National Board does not set client eligibility criteria. Local Boards may choose to set such criteria. If the Local Board does not set eligibility criteria, the LRO may use its existing criteria or set criteria for assistance under this award. Any criteria used must provide for assistance to needy individuals without discrimination (age, race, sex, religion, national origin, disability, economic status or sexual orientation), sensitivity to the transition from temporary shelter to permanent homes and attention to the specialized needs of homeless individuals with mental and physical disabilities and illness and to facilitate access for homeless individuals to other sources of services and benefits. In providing assistance under the EFSP, verification of proof of citizenship or qualified alien status of any applicant for assistance is not required.

Note: Funds allocated to a jurisdiction can only be used for permanent residents and transients within that jurisdiction.

FEMA'S RESPONSIBILITIES

FEMA will:

1. Constitute a National Board consisting of individuals affiliated with the American Red Cross; Catholic Charities, USA; the National Council of the Churches of Christ in the U.S.A. The Salvation Army; United Jewish Communities; United Way of America; and the Federal Emergency Management Agency.
2. Chair the National Board, using parliamentary procedures and consensus by the National Board as the mode of operation.
3. Provide policy guidance, monitoring and oversight, Federal coordination and staff assistance to the National Board.
4. Award the grant to the National Board.
5. Assist the Secretariat in implementing the National Board Program.
6. Report to Congress on the year's program activities independently and through the Interagency Council on the Homeless Annual Report.
7. Through the Office of the Inspector General (OIG), and FEMA Chief Financial Officer, monitor United Way of America's annual audit of the EFSP.
8. Monitor the overall administration and management of the grant expenditures.
9. Obtain reports from the National Board, which provide detailed accounting of all program monies.

STATE SET-ASIDE COMMITTEE'S RESPONSIBILITIES

The State Set-Aside (SSA) program allows greater flexibility in selection of jurisdictions to target pockets of homelessness or poverty. The SSA Committee should consider jurisdictions which have documented measures of need that are not adequately reflected in unemployment or poverty data, areas experiencing drastic economic changes such as plant closings, and areas with high levels of unemployment or poverty which do not meet the minimum level of unemployment.

Basis of state award

Funds allocated to SSA Committees will be based on a ratio calculated as follows: the state's average number of unemployed in non-funded jurisdictions divided by the average number of unemployed in non-funded jurisdictions nationwide equals the state's percentage of the total amount available for SSA awards.

Deadline

The National Board will provide SSA Committees with a specific deadline for the submission of award materials. The deadline is approximately 25 working days after award notification.

Selection of SSA jurisdictions

SSA Committees in each state will submit high need jurisdictions and award amounts to the National Board. **SSA Committees must give priority to and consider the special circumstances of jurisdictions that did not meet criteria for direct funding, including those that qualified in the most recent funding phase or other prior phases.** SSA Committees may wish to provide these jurisdictions with an allocation so that the abrupt change in funding status is not too disruptive to local services.

SSA Committees may consider qualifying jurisdictions with extreme need for additional funding. SSA Committees wishing to provide additional funding to qualifying jurisdictions **must** submit a waiver request to the National Board.

The National Board recommends that SSA Committees consider current state and/or local data in their decision making; however, the National Board does not mandate any particular formula.

These committees are free to act independently in developing their funding formula and in selecting jurisdictions for funding; however, each SSA Committee funding formula is subject to review by the National Board. SSA Committees must provide the National Board

with selection criteria and the formula used to determine jurisdictions to receive funds.

The minimum SSA award that may be made to a jurisdiction is \$2,000.

Composition

The National Board will notify the chair or contact of the previous SSA Committee of the award amount available. In a state, where there are state-level affiliates of the voluntary organizations represented on the National Board, they must be invited to serve on the SSA Committee. If no single state affiliate exists, appropriate representatives should be invited. The Governor or his/her representative will replace the FEMA member.

SSA Committees are encouraged to expand participation by inviting or notifying other private nonprofit organizations on the state level. The National Board encourages SSA Committees to include Native Americans, minorities, and other appropriate representatives on the committee. Members of the SSA Committee shall elect a chair each phase.

***Participation of
special emphasis
groups***

Additionally, SSA Committees should involve and include the needs of the special emphasis groups identified in the legislation (e.g., elderly, families with children, Native Americans, veterans, and mentally and physically disabled) in convening their committees and selecting areas for funding.

***SSA Committee
function***

SSA Committees must develop a formula that considers needs and resource gaps in services, to select high-need jurisdictions to determine award amounts (minimum \$2,000) within the state. When selecting jurisdictions with demonstrated need, the National Board encourages the consideration of jurisdictions incorporating or adjoining Native American reservations. The SSA Committee will notify the National Board, on the forms provided, of its selections and the appropriate contact person for any selected jurisdiction without a previously established Local Board or contact. The National Board will then notify these jurisdictions directly of their awards.

If the selected jurisdictions do not claim awards, SSA Committees may recommend other jurisdictions to receive the unclaimed funds.

***Administrative
allowance***

The SSA Committee may use an administrative allowance of one-half of one percent ($\frac{1}{2}\%$) of the total SSA award for its administrative costs.

LOCAL BOARD'S RESPONSIBILITIES

Each award phase is new; therefore the Local Board is a new entity in every phase. The convener of the Local Board must ask each National Board agency to designate or re-designate a representative every program year. Other invited agencies must also designate or re-designate a representative each year. Each agency represented on the Local Board should have an alternate from their agency to attend meetings when the designated board member is unable to attend. If there is more than one representative from an agency/organization present, only one vote is allowed for the agency/organization. To ensure funding, the Local Board chair or staff must complete and return all required forms to the National Board by the specified deadline (Local Board Plan, including LRO pages with designation of dollar amounts [whole dollars only of \$500 or more] awarded, Local Board Certification Form, Local Board Roster, and Certification Regarding Lobbying Forms as needed).

The National Board assigns each jurisdiction an ID number under this program as well as numbers for each LRO either new in this phase or previously funded. **When contacting the National Board for assistance regarding this program, please reference your Local Board's ID and LRO numbers.**

Composition/ Roster

Each jurisdiction designated by the National Board to receive funds will constitute a Local Board. Local representatives of the National Board member agencies (see page iv for those organizations) must be invited to serve on the Local Board. **An agency's own governing board cannot replace or act as the Local Board.**

The highest ranking county government official or his/her designee will replace the National Board's FEMA member.

National Board affiliates

Each Local Board will provide a roster of members with their plan. The roster must reflect status of National Board member agencies (i.e., name of agency with complete contact person and address information of the agency invited; noting invited but did not participate or that the particular National Board agency does not serve the jurisdiction).

If the convener of the Local Board is unsure of the appropriate National Board affiliate to invite, they should check the National Board members' agency web site. In jurisdictions where affiliates of National Board agencies do not exist, other appropriate groups and individuals must be invited to sit on the Local Board. For example, if there is no Catholic Charities, a comparable Roman Catholic group or a priest could serve. In the case of United Jewish Communities (UJC),

if no local Jewish Federation exists in a given jurisdiction, each Local Board must first check with UJC to identify local UJC-affiliated Jewish organizations to serve. You may call the United Jewish Communities at (202) 785-5900. If none are available, then a comparable group or synagogue representative may be asked to serve. The National Council of Churches (NCCC) is a Protestant and Christian Orthodox group and could be represented by a member communion of the NCCC or a local ecumenical or interfaith organization including community ministries.

It is not a requirement for either a mandated National Board member agency or other agencies to have a physical site in a jurisdiction in order to be on the Local Board. Any agency providing services to a jurisdiction may be invited to participate on the Local Board and National Board member agencies serving a jurisdiction must be invited.

**Local Board
Membership & Voting**

Agencies are represented on Local Boards and each agency is entitled to one vote. Each agency must name a representative to the Local Board although other individuals may also attend meetings. When voting, only the official representative (or designated alternate) may vote on behalf of the organization.

In jurisdictions where multiple organizations exist, the organization still only gets one vote and the agencies must work together and vote as one. For example, United Way of County - North and United Way of County - South are considered to be one organization - United Way. United Way gets one vote. Additionally, no United Way may vote on any United Way award. The same would be true for multiple units of The Salvation Army, Community Action Agency, etc.

**Participation by
homeless, formerly
homeless, or
homeless advocate**

Legislation requires all Local Boards to include in their membership a homeless or formerly homeless person. Local Boards must seek recommendations from LROs for an appropriate representative.

Local Boards who are unable to secure a homeless or formerly homeless representative must have a past recipient of food or shelter services or a homeless advocate on their Local Board.

**Native American
participation**

Legislation requires that if a jurisdiction is located within or encompasses a Federally recognized Native American reservation, the Local Board must invite a Native American representative to serve on the Local Board. In addition, legislation requires that if there is a

Native American population in a jurisdiction, they must be invited to serve.

**Local Board
expansion**

The designated members of the Local Board are encouraged to expand their membership by inviting participation from minority populations and other private nonprofit organizations and government organizations. In addition, all geographic areas within the jurisdiction should be represented. Local Boards may want to expand to broaden community input from other national nonprofit organizations (e.g., Second Harvest, Community Action, Volunteers of America) as well as those providing emergency food and shelter services (e.g., food pantries, soup kitchens, domestic violence shelters). In designing the EFSP, Congress created a unique public-private partnership that brings the voluntary sector and the government together to address critical human needs in the areas of hunger and homelessness. When expanding, Local Boards should carefully cultivate this public-private partnership

**Participation of
special emphasis
groups**

In expanding, Local Boards must involve organizations that advocate for or provide services to the special emphasis groups identified in the legislation (e.g., elderly, families with children, veterans, and mentally and physically disabled).

Election of Chair

The members of the Local Board must elect a chair each award phase. The Local Board chair is not an honorary position. Local Boards may also designate staff and/or a contact person for their jurisdiction. Care must be taken to select individuals who are both accessible and knowledgeable about the program

**Notification of
changes in contacts/
addresses**

Local Boards must notify the National Board in writing of changes in Local Board chair, staff contact, or LRO contacts, including complete addresses, phone number, fax numbers and e-mail addresses. This information may be submitted via the EFSP web site www.efsp.unitedway.org.

**Local Board
participation**

Local Board membership is not honorary. If a member cannot regularly attend meetings, that member must be replaced by the member's designated agency. If a member must be absent from a meeting, the member's organization should designate an alternate.

Convening the Board

If a locality has not previously received funding and is now designated as being in high need, the National Board has designated the local United Way to constitute and convene a Local Board.

In the event there is no local United Way, or the United Way does not convene the board, a representative from one of the National Board organizations will convene the initial meeting of the Local Board.

**Reconvening the
Board**

If a jurisdiction has previously received funds, the National Board will contact the Local Board Chair or contact from the previous phase regarding funding. If the previous Local Board chair/contact fails to convene the Local Board for the new award, the process noted above will be followed.

If the previous phase's Local Board has failed to comply with National Board guidelines, the National Board will work to find another Local Board convener.

**Local Board
meetings**

The National Board requires Local Boards to select one of the following options for meetings:

A. Quarterly meetings

We encourage Local Boards to meet quarterly to monitor the program and ensure LROs are implementing the program according to guidelines.

B. Semiannual meetings

Local Boards meeting twice a year must also monitor the program and ensure that LROs are implementing the program according to guidelines.

Local Boards electing to hold meetings semiannually must submit copies of their meeting minutes with the jurisdiction's final report.

Meetings may be conducted via conference calls.

Quorum requirement

A quorum of members must be present for the meeting to be official and to take any action. (Quorum: According to Webster's New Collegiate Dictionary. The majority of officers or members of a body that when duly assembled is legally competent to transact business.) If there is more than one representative from an agency/organization present, only one vote is allowed for the agency/organization. Meeting minutes must be voted on and approved by the Local Board at the next meeting. Meeting minutes must also be available to the National Board, Federal authorities, and the public upon request.

Meeting minutes

Meeting minutes must include the following: names of members attending; members absent; notation of participation of homeless or formerly homeless member; the date, time and location of the meeting; approval of previous Local Board meeting minutes; agenda action items (votes taken [i.e., election of chair, allocation of funds, reallocation]); date, time and location of next meeting; and meeting adjournment.

Board Plan Deadline

The National Board will provide Local Boards with a specific deadline for the submission of the board plan with award materials. (The board plan may be submitted via the "LB and LRO Information" section of the EFSP web site [www.efsp.unitedway.org] using the instructions provided.) The deadline is approximately 25 working days after award notification. Local Boards not meeting the specified deadline risk the loss of these funds.

Advertising

Local Boards must publicly advertise in the print media and promote the program to give any agency capable of providing emergency food and shelter services an opportunity to apply for funds. Advertising must take place prior to the Local Board's allocation of funds. Failure to advertise properly will delay processing of the jurisdiction's board plan and subsequent payment of funds. Local Boards must allow at least five business days after publication of the advertisement for interested agencies to apply for funding. The Local Board should retain a copy of the public advertisement in their records.

It is important that the Local Board places the advertisement in the most widely available local print media forum for a jurisdiction since any agency providing or capable of providing emergency food and shelter services must have the opportunity to apply for funding.

Failure to advertise according to the National Board's requirements will result in a delay in processing the Local Board plan.

See Annex 5 (page 60-61) for advertising requirements and a sample advertisement.

Local Boards do not have to re-advertise fund availability for supplemental allocations within the same phase.

**Disaster Recovery
Plan**

Local Boards should have a disaster recovery plan that ensures continuity of services under EFSP and records retention. Each Local Board is required to retain EFSP records for a period of three years.

Records that should be retained include copies of decision-making minutes, Local Board Plans, Local Board and LRO Final Reports with documentation as appropriate, second payment request forms, reallocation forms, LRO funding applications, and administrative expense documentation (canceled checks and vendor invoices). Additionally, Local Boards should retain other pertinent information for their jurisdiction that provides background and history of their operations. Local Boards are encouraged to visit the Department of Homeland Security website for business continuity at www.ready.gov/business/index.html.

Reference page 28, item 5 and Annex 2 pages 50-51.

Selection of LROs

Local Boards must have a written application process and consider all private voluntary and public agency applicants. In selecting an agency to receive funds, the Local Board must consider the demonstrated ability of that agency to provide food and/or shelter assistance. Local Boards must also consider needs, resources, and gaps in services in the selection of LROs. **Local Boards may not discriminate in the selection of LROs. Local Board members must strive to use consistent criteria, sound judgment, and fairness in their approach. Local Board membership must have no relationship to funding. Local Board members must abstain from voting on award applications for their own agency.**

The Local Board must select agencies that have the staff and capacity to take on the added responsibility of this program. Local Boards must select fully operational agencies to receive funds to supplement and expand eligible on-going services and must not fund agencies in anticipation of a needed service (i.e., fire victims, floods, tornadoes, etc.) nor for singular or special celebratory/holiday events. Local Boards should not select agencies for funding due to budget shortfalls or for cuts in other funding sources. Local Boards need to look annually at the resources available in the community, the emergency food and shelter needs of the community, and focus the dollars to address these needs. Prior years' funding decisions must have no bearing on the selection of agencies. (If an agency has been previously funded it does not guarantee future funding.)

**Funding of LROs
serving special
emphasis groups**

Any agency, including those on Native American reservations, is eligible to receive EFSP funding if they meet LRO requirements. Additionally, Local Boards must consider the needs of agencies serving the special emphasis groups (e.g., elderly, families with children, Native Americans, veterans, and mentally and physically disabled) in their selection of LROs.

The minimum grant per LRO is \$500, unless only receiving administrative funding. Only whole dollar amounts may be allocated. **Local Boards should be prepared to justify an allocation of one-third or more of their total allocation to a single LRO.**

Any LRO that will receive \$100,000 or more in EFSP funds is required to submit: 1) a certification that EFSP funds will not be used for lobbying activities and 2) a disclosure of lobbying activities (if applicable). LROs must submit these items prior to award payment. See Annex 10 (page 68) for Lobbying Certification Form.

The Local Board Chair or staff must secure and retain signed LRO certification forms from each LRO certifying that program guidelines have been read and understood, and that the LROs will comply with cost eligibility and reporting requirements. Refer to Annex 7 (page 64). If after reading the LRO Certification Form, the agency determines that it cannot abide by the EFSP guidelines, they must notify the Local Board immediately and not incur any costs or charge any expenses against this grant.

**Coordination of
service**

The Local Board must establish a system to ensure that no duplication of payment occurs within the expenditure categories of rent/mortgage assistance or utility assistance.

Client eligibility

The EFSP is a needs based program, for which clients must qualify.

Local Boards may determine client eligibility for EFSP or use established LRO eligibility. Any criteria used must provide for assistance to needy individuals without discrimination (age, race, sex, religion, national origin, disability, economic status or sexual orientation), sensitivity to the transition from temporary shelter to permanent homes and attention to the specialized needs of homeless individuals with mental and physical disabilities and illness and to facilitate access for homeless individuals to other sources of services and benefits. In providing assistance under the EFSP, verification of proof of citizenship or qualified alien status of any applicant for

assistance is not required. The EFSP is a needs based program, for which clients must qualify.

A separate needs test for assistance under EFSP may be developed and used by LROs, but must first be approved by the Local Board. The Local Board must inform LROs of eligibility criteria.

Notification of changes in contacts/ addresses

Local Boards must notify the National Board in writing of changes in Local Board chair, staff contact, or LRO contacts, including complete addresses, phone numbers fax numbers and e-mail addresses. This information may be submitted via the EFSP web site: www.efsp.unitedway.org.

Combining Local Boards

If a Local Board determines that they can better utilize their resources by merging with neighboring Local Boards, they may do so. The head of government or his/her designee for each jurisdiction must sit on the merged board, along with agency representatives from each jurisdiction. Voting and decision making must be limited to only those Local Board members either providing services to the jurisdiction under consideration or representing the jurisdiction. The merged Local Board must ensure that the award amount designated for each civil jurisdiction is used to provide assistance to individuals within that jurisdiction.

Technical assistance

Local Boards must read, understand and be familiar with guidelines and provide technical assistance to LROs. Questions that cannot be answered by Local Boards must be referred to the National Board staff. Any matter of interpretation must be referred to the National Board staff. When contacting the National Board, please reference your Local Board ID number and LRO numbers.

Appeals process

Local Boards must establish a written appeals process to address participation or funding and to hear and resolve appeals made by funded LROs or non-funded agencies. Local Boards **must handle appeals promptly.**

Local decision making is an operating principle of this emergency effort. If the Local Board cannot handle an appeal locally, the case should be referred in writing to the National Board, including details on action that has been taken. Only when there is significant question of misapplication of guidelines, fraud or other abuse on the part of the Local Board will the National Board consider action. **Report cases involving fraud or other misuse of Federal funds to the U.S.**

Department of Homeland Security/FEMA, Office of Inspector General, Washington, DC 20528 in writing or by telephone at (800) 323-8603. For more details, see pages 16-17.

**Local resource
coordination**

The chair of the Local Board or his/her designated staff will be the central coordination point of contact between the National Board and the LROs selected to receive EFSP funds. Additionally, the Local Board, if requested by the National Board, should nominate an appropriate feeding organization to receive surplus food from Department of Defense commissaries.

Monitoring of LROs

Local Boards are responsible for monitoring LROs in their use of EFSP funds. Each Local Board must establish a process for monitoring LROs including ensuring that LROs have read and understand the manual, the review of required reports and documentation.

Local Boards must ensure that LROs expending \$500,000 or more in Federal funds, comply with the Office of Management and Budget Circular A-133 (page 29, Item 7).

Local Boards cannot change National Board cost eligibility, approve expenditures outside of the National Board's guidelines, or approve changes in documentation requirements without National Board permission.

As part of LRO monitoring, Local Boards must investigate complaints made by individuals seeking services under this program. At times, the National Board may request Local Board assistance in investigating client complaints. Local Boards must investigate if requested and report to the National Board.

Interim report

The interim report of expenditures is due to the National Board as part of each LRO's second payment request. The deadline for LROs to submit the interim report/second payment request form to the Local Boards is July 15, 2007. Local Boards must submit the interim report/second payment request to the National Board by July 31, 2007. This form will be sent to each LRO along with the first payment notice or check to a new LRO. This form may also be accessed from the "LB and LRO Information" section of the EFSP web site (www.efsp.unitedway.org) once an LRO has received their first payment.

Final report

Local Boards must submit a final report (accompanied by financial documentation for specified LROs) within 45 days after the end of the

jurisdiction's spending period. The National Board will provide forms and instructions for all required reports. Local Boards may request other reports from LROs (e.g., monthly or quarterly updates).

Reallocation of funds

The Local Board must reallocate funds during the spending period whenever it determines that the original allocation plan does not reflect the actual need for services or if an LRO cannot effectively utilize the full award. Local Boards must reallocate funds if an LRO makes ineligible expenditures or uses funds for items that have clearly not been approved by the Local Board. Local Boards must also reallocate funds as a result of gross negligence, inadequate use of funds, failure to use funds for purposes intended and any other violation of National Board guidelines or the Local Board plan. LROs must comply with Local Boards' reallocation decisions.

Local Boards must reallocate funds held for LROs with unresolved compliance exceptions by July 31, 2007 or the National Board may reclaim the funds. **If an LRO has not previously been funded in the current phase, it may not be funded after May 31, 2007.**

The Local Board may approve the reallocation of funds between LROs and must inform the National Board in writing. The Local Board may also return funds to the National Board for issuance to another LRO or request reallocation of funds held by the National Board (e.g., second payments). All reallocation of funds should be completed by July 31, 2007. See Annex 9 (page 66-67) for the reallocation form.

Reallocation to new agencies

If the Local Board wishes to reallocate funds to an agency that was not approved on the original board plan, the Local Board must make a written request for approval to the National Board. The National Board must approve an agency prior to receipt of funds. **If an LRO has not previously been funded in the current phase, it may not be funded after May 31, 2007.**

Local Boards may reallocate funds from one service to another (e.g., from food to shelter) without National Board approval if the transfer is within an individual LRO. Local Boards may not reallocate funds to an LRO with known compliance problems.

Reporting fraud, theft and criminal activity

Should anyone have reason to suspect that EFSP funds are being used for purposes contrary to the law and guidelines governing this program, the National Board staff must be notified immediately. A detailed follow-up letter of actions taken should be forwarded as soon

as possible to Emergency Food & Shelter Program, 701 N. Fairfax Street, Suite 310, Alexandria, VA, 22314.

The National Board requires that the, OIG be contacted immediately when fraud, theft, or other criminal activity is suspected in connection with the use of EFSP funds, or the operation of a facility receiving EFSP funds. This notification can be made by calling the OIG (800) 323-8603, or in writing to: DHS/Office of Inspector General, Attention Hotline, Office of Investigation, 245 Murray Drive, SW, Building 410 Stop 2600, Washington, DC, 20528. Fax: 202 254-4295, Email: dhs.oighotline@dhs.gov.

Persons contacting the OIG should include as much information as possible to support the allegation and preferably furnish his/her name and telephone number so that the Special Agents assigned to that office may follow-up. Federal Law protects the confidentiality of any communication made with the OIG.

A person wishing to remain totally anonymous should make a follow-up phone call to the OIG within 30 days from the date of the original contact so that any follow-up questions may be asked. Follow-up calls should be made to (202) 646-3376 during normal business hours, Eastern Standard Time (charges may be reversed). The caller should advise that he/she is making a follow-up call regarding a prior anonymous complaint.

The OIG will appropriately notify both local law enforcement authorities and the National Board concerning the substance of the allegations and the results of the investigation. The person reporting the allegation should also contact local law enforcement authorities.

End-of-program

After close of program, Local Boards must review the accuracy of all LRO reports and documentation (page 48, Required Documentation). The Local Board then sends reports for all LROs and documentation for specified LROs to the National Board as requested by the due date indicated on the final reports. In the event expenditures violate the eligible costs under this program, the Local Board must require reimbursement from the LROs to the National Board.

Record retention

Local Boards must remain in operation until all program and compliance requirements of the National Board have been satisfied. Local Boards (and LROs) must retain their records related to the program for three years from the end-of-program date. See Annex 2, (pages 50-51).

**Spending period
extension**

Each jurisdiction will be granted the option to extend its spending period by one, two or three months. This extension applies to the entire jurisdiction. Should the jurisdiction receive a grant in the next phase, that phase's spending period will begin the day after the chosen end date. If a Local Board does not request an extension, the spending period will end September 30, 2007. The other options for the spending period to end are October 31, 2007; November 30, 2007; or December 31, 2007. The spending period must be selected at the beginning of the phase when submitting the Local Board Plan. The spending period is then noted on each Local Board and LRO payment letter.

Waivers and changes

Local Boards may receive requests from applicant agencies or for changes in the plans they approved for LROs. Local Boards may fund such requests or may allow such changes if the requested items are eligible costs under this program. Requests that do not adhere to the approved cost eligibility section of this manual may not be approved by the Local Board. If there is any doubt on the part of the Local Board as to cost eligibility, contact the National Board staff for clarification.

The National Board will consider requests submitted **in writing** for waivers to the approved cost eligibility that meets the intent of the EFSP. The request for any waivers from the Local Board must be made **before** any LRO makes the expenditures and must clearly state the need for the waivers, approximate costs, timelines, or any other pertinent information necessary for the National Board to make their decision.

Local Boards may also receive requests from LROs for waivers of the agency responsibility or documentation requirements outlined in this manual. Local Boards **may not approve** such requests or alter the program or documentation requirements in any way. LROs are required to comply with all agency responsibility and documentation requirements as stated in this manual and agencies that cannot comply with the requirements should not be selected for funding by the Local Board, including those agencies funded through a fiscal agent or fiscal conduit. In rare circumstances, the National Board will hear waivers from Local Boards on behalf of LROs who have not complied with agency responsibility and documentation requirements.

The National Board will only accept waivers for consideration from Local Boards in support of an agency's request. Waivers will not be accepted from individual agencies.

The National Board does not consider waivers for cash payments or

EFT enrollment.

Local Boards may not grant waivers to the National Board's guidelines including cost eligibility.

Local Boards may not change the National Board's documentation requirements. Only the National Board may grant waivers.

**Administrative
allowance**

The Local Board may elect to use, for its own administrative cost, all or any portion of the 2% allowance. Like all EFSP expenditures, the administrative expenses must be documented with appropriate costs for the administration of the EFSP.

The Local Board may elect to apply the administrative allowance toward advertising expense if necessary. Any of the administrative allowance not spent must be put back into program funds for additional services.

LOCAL RECIPIENT ORGANIZATION'S RESPONSIBILITIES (LRO)

See Financial Terms and Conditions, pages 27-30, for additional requirements.

The National Board assigns each jurisdiction an ID # under this program as well as numbers for each LRO whether new or previously funded. When contacting the National Board for assistance regarding this program, please reference your LRO ID# which is your Local Board's ID # plus your LRO number.

Criteria for LROs For a local agency to be eligible for funding it must:

- Be nonprofit or an agency of government;
- Have a checking account. (Cash payments are not allowed.)
- Have an accounting system or fiscal agent approved by the Local Board;
- Have a Federal employer identification number (FEIN), (note: contact local IRS office for more information on securing FEIN and the necessary form [SS-4] Web site: www.irs.gov);
- Conduct an independent annual audit if receiving \$50,000 or more in EFSP funds; conduct an annual review if receiving \$25,000 to \$49,999 in EFSP funds;
- Be providing services and using other agency resources in the area in which they are seeking funding;
- Practice nondiscrimination (those agencies with a religious affiliation wishing to participate in the program must not refuse services to an applicant based on religion or require attendance at religious services as a condition of assistance, nor will such groups engage in any religious proselytizing in any program receiving EFSP funds);
- Have a voluntary board if private, not-for-profit; and,
- To the extent practicable, involve homeless individuals and families, through employment, volunteer programs, etc., in providing emergency food and shelter services.

Each LRO must certify in writing to the Local Board that it has read, understands, and agrees to abide by the EFSP Responsibilities

Manual including the LRO Responsibilities section, Financial Terms and Conditions, Program Costs (eligible and ineligible), and Required Documentation. See Annexes 7 and 8 (pages 64 and 65).

If after reading the LRO Certification Form, the agency determines that it cannot abide by the EFSP guidelines, they must notify their Local Board immediately and not incur any costs or charge any expenses against this grant.

**LRO Disaster
Recovery Plan**

LROs should have a disaster recovery plan that ensures continuity of eligible services under EFSP and records retention. Each LRO is required to retain EFSP records for a period of three years. Records that should be retained include LRO application and approval of application from Local Board, documentation of any reallocations approved by the Local Board, waivers granted by the National Board, and all expenditure documentation for expenses charged to the EFSP. Specific information on documentation is provided in the cost eligibility section of this manual. LROs are encouraged to visit the Department of Homeland Security website for business continuity at www.ready.gov/business/index.html.

Reference page 28 item 5 and Annex 2 pages 50-51.

**LRO/vendor
relationships**

An LRO may not operate as a vendor for itself or other LROs. Purchases may not be made from or checks written to other LROs except for the shared maintenance fee of food banks.

Local agencies selected for funding must:

**Knowledge of
requirements**

1. Maintain records according to guidelines set forth in this manual. Consult your Local Board chair/staff on matters requiring interpretation or clarification **prior to** incurring an expense or entering into a contract. It is **important to have a thorough understanding of these guidelines to avoid ineligible expenditures and consequent repayment of funds**. Questions that LROs are unsure of may be directed first to Local Board chairs or staff. National Board staff must be contacted to answer those questions that cannot be answered by the Local Board chair or staff.

Use of funds

2. Provide services within the intent of the program. Funds are to be used on an ongoing basis to supplement and extend food and shelter services, not as a substitute for other program funds or to

start new programs. Funds are not to be held or reserved for future use but spent on an as needed basis to supplement and extend services. All funds awarded an LRO must provide for services within the jurisdiction's spending period. See pages 31-47 for eligible program costs.

**Bank accounts/
documentation/
interest income**

3. Deposit EFSP funds in a checking account in a Federally insured bank. The National Board does not require funds to be placed in a separate bank account. LROs must maintain proper documentation for all expenditures under this program according to the guidelines. LROs' expenditures and documentation will be subject to review for program compliance by the Local Board, National Board and Federal authorities. Maintain records for a three-year period after phase end. Any interest income must be used for eligible program expenditures, not administrative expenses. If EFSP funds are placed in an interest-earning account with other LRO funds, interest must be prorated/calculated for the EFSP grant. LROs that have unspent funds of \$5.00 or more must return the entire unspent amount to the National Board. **(Do not send back unspent funds of less than \$4.99.)**

LROs are required to notify the National Board in writing of any changes in their bank account for EFT purposes. This includes changes such as the closure of bank accounts, opening new bank accounts, and mergers of financial institutions. The EFT authorization form must be used for initial sign-ups and any changes. This form may be printed from the web site (www.efsp.unitedway.org) "LB and LRO Information" section. You may also contact the National Board staff at (703) 706-9660 for the preprinted authorization form. Copies, faxes, or e-mails cannot be accepted for EFT processing. For EFT processing, an original LRO voided blank check and form are accepted by mail only no later than May 31, 2007. **EFT ENROLLMENTS CANNOT BE ACCEPTED IN ANY OTHER FORMAT.** Failure to notify the National Board of bank account changes will delay the receipt of funds.

Payment to vendor

4. Pay for all eligible program expenses by LRO check payable to the vendor, LRO vendor issued credit card (i.e., Sam's Club, other store/vendor issued credit card), LRO debit card, or electronic payment from LRO's bank account. This program does not allow the reimbursement of staff/volunteers, other

LROs or any party other than the vendor of services. Cash payments are ineligible. The National Board will not consider waivers of this program requirement. The use of a credit card not issued by the vendor (i.e., American Express, Master Card, Visa) is not allowable under the EFSP as they are not the vendor.

Note: A fiscal agent/fiscal conduit must pay the vendor directly with an approved form of payment and may not reimburse other agencies for which they are serving as the fiscal agent/fiscal conduit,

LRO reporting

5. Submit reports to the Local Board by their due date. The National Board includes interim report/second payment request forms with each LRO's first payment. When the LRO is ready to request its second payment it must complete and sign this form and forward to the Local Board chair for review and approval by July 15, 2007. The Local Board chair must sign the report and forward it to the National Board no later than July 31, 2007. This form may be printed from the "LB and LRO Information" section of the EFSP web site: www.efsp.unitedway.org.

Final report

All LROs must complete the final report form provided to them by the Local Board, return the original and two copies to the Local Board, including one copy of documentation, if requested. A copy of the LRO report and documentation must be retained by the LRO for their records. The final LRO report is due to the Local Board 30 days after the jurisdiction's end-of-program date. LROs receiving Phase 25 awards from more than one jurisdiction must keep documentation for each separately.

LROs receiving Phase 25 SSA awards in addition to a regular award in a single jurisdiction must consider the two awards as though they were one and combine the documentation.

Program compliance resolution

6. Work with the Local Board to quickly clear up any problems related to compliance exception(s) at the end of the program.

Failure of an LRO to comply with the National Board's reporting requirements will result in funds being withheld. The National Board will hold funds until all reporting requirements have been satisfied. If an LRO does not comply in a timely manner, the Local Board or National Board may reclaim and reallocate the funds being withheld. The deadline for reallocation of funds is July 31, 2007.

Note: Any LRO receiving funds from multiple jurisdictions with a compliance exception in any single jurisdiction from any prior phase will be subject to all funds being withheld. That is, all funds allocated to that LRO from all jurisdictions will be withheld until all problems have been resolved.

**Lobbying
prohibition and
reporting
requirements**

7. Comply with lobbying requirements. Lobbying is not permitted with EFSP funds. Any LRO receiving more than \$100,000 in EFSP funds is required to submit: 1) a certification that EFSP funds will not be used for lobbying activities; and 2) a disclosure of lobbying activities (if applicable). See Annex 10 (page 68) for the certification and disclosure form. This form may be printed from the EFSP web site (www.efsp.unitedway.org) "LB and LRO Information" section. These forms must be submitted prior to payment of funds.

**Annual audit
requirements**

8. Comply with audit requirements. For LROs receiving \$50,000 or more in EFSP funding, the National Board requires an independent annual audit in accordance with Government Auditing Standards. For LROs receiving from \$25,000 to \$49,999, the National Board requires an annual review. For newly funded LROs or LROs funded above the amount requiring an audit or review for the first time, the LRO will be eligible to receive funds if it arranges for the audit or review of funds to coincide with the next scheduled annual audit or annual review of its financial affairs. See Annex 2 page 50.

The National Board will accept an LRO's national/regional annual audit if the following conditions are met:

- LRO is truly a subsidiary of the national organization (i.e., shares a single Federal tax exemption).
- The LRO is audited by the national/regional office internal auditors or other person designated by the national/regional office AND the national/regional office is audited by an independent certified public accountant or public accountant or accounting firm, which includes the national/regional organization's review of the LRO in a larger audit review.
- A copy of the local audit review along with a copy of the independent audit of the national/regional office will be made available to the National Board upon request.

A-133 audits

Any agency expending \$500,000 or more in Federal funds must comply with Circular A-133 of the U.S. Office of Management and Budget (page 29, Item 7). **Note: A copy of this report must be forwarded to the National Board along with the regular audit.**

Audits of units of government shall be made annually unless state or local government had, by January 1, 1987, a constitutional or statutory requirement for less frequent audits.

Technical assistance

9. Contact the Local Board regarding technical assistance, interpretation of guidelines and resources from other Federal programs.

Reallocation of funds

10. Cooperate and comply with Local Board reallocation decisions. Local Boards may reallocate funds at their discretion during the current phase.

**Fiscal agent/
fiscal conduit**

For National Board purposes, a fiscal agent is an LRO that maintains all EFSP financial records for another agency. A fiscal conduit is an LRO that maintains all EFSP financial records on behalf of two or more other agencies under a single grant.

If any one LRO in a jurisdiction is making bulk purchases for other agencies not funded directly, it must serve as a fiscal conduit and follow all rules noted in this section.

The fiscal agent/fiscal conduit is the LRO responsible for the receipt of funds, disbursement of funds to vendors, documentation of funds received and maintenance of documentation. The fiscal agent/fiscal conduit must meet all of the requirements of an LRO. Only the fiscal agent/fiscal conduit may pay the vendors, not reimburse other agencies for which they are serving as their fiscal agent/fiscal conduit.

Local Boards may wish to use a fiscal agent/fiscal conduit when they desire to fund an agency that does not have an adequate accounting system but still meets all other criteria. The Local Board may authorize funds to be channeled through another agency that has been designated as the fiscal agent/fiscal conduit. Fiscal agents/fiscal conduits will be held accountable for compliance with program requirements.

***May fiscal agents/
fiscal conduits
issue payments***

Fiscal agents/fiscal conduits must issue their payments for LRO expenditures to vendors only by an approved method of payment. They may not issue payments to the agencies on whose behalf they are acting or to agencies/sites under their "umbrella". The exception to this is when an LRO is using the per diem allowance for mass shelter or the per meal allowance for served meals. **Only fiscal agents/fiscal conduits may pay the vendors, not reimburse other agencies for which they are serving as their fiscal agent/fiscal conduit.**

SPECIAL NOTE: During the Phase 25 funding cycle, the National Board will be evaluating the Fiscal Agent/Fiscal Conduit relationship requirements. Research will be done on why these relationships exist, how they work, the purpose they serve, and how they operate within the EFSP and the jurisdictions using them. The National Board will pilot this research with Local Boards and LROs who requested waivers regarding the Fiscal Agent/Fiscal Conduit requirements during the previous funding cycle.

***What criteria must
the agency
benefiting meet***

Any agency benefiting from funds received by a fiscal agent/fiscal conduit must meet all of the criteria to be an LRO except the accounting system and annual audit requirements and must sign the Fiscal Agent/Fiscal Conduit Relationship Certification Form see Annex 8 (page 65). **For tracking purposes, all agencies funded through fiscal agents or fiscal conduits must provide an FEIN.**

FINANCIAL TERMS AND CONDITIONS

Provisions Applicable To Local Recipient Organizations

The National Board requires all EFSP-funded LROs to meet the requirements stated in this manual regarding program compliance, reporting, documentation and submission of documentation.

1) Definitions

- a) "Jurisdiction" refers to the city, county or combination receiving funds through EFSP.
- b) "Local Recipient Organization" or "LRO" refers to the local private or public agency that will receive any award of funds from the National Board.
- c) "Award" refers to the award of funds made by the National Board to a local private or public agency on the recommendation of a Local Board.
- d) "End-of-program" refers to the jurisdiction's end date, as agreed by Local and National Board, by which all monies must be spent or returned to the National Board.
- e) "Begin Date" is the date LROs may begin expending funds.
- f) "End date" is the date by which all funds must be expended or returned to the National Board.

2) Amendments

An award may be amended at any time by a written modification. Amendments, which reflect the rights and obligations of either party, shall be executed by both the National Board and the LRO. Administrative amendments such as changes in accounting data may be issued unilaterally by the National Board.

3) Local Board Authority Related to Local Recipient Organizations

The Local Board is responsible for monitoring expenditures of LROs receiving EFSP funds; authorizing the adjustment of funds between EFSP funded programs; and, reallocating funds from one LRO to another.

Local Boards may not alter or change National Board cost eligibility or approve expenditures outside of the National Board's criteria without National Board permission.

A Local Board can recall an award to an LRO and reallocate to another LRO in the case of gross negligence, inadequate use of funds, failure to use funds, failure to use funds for purposes intended, for any other violation of the National Board guidelines, or in cases of critical need in the community. The Local Board must advise, in writing, all concerned LROs of any reallocation of their original award.

In the event the Local Board discovers ineligible expenditures by an LRO, the Local Board must send to the LRO a written request for reimbursement of the amount. The National Board must also be notified. If the LRO is unwilling or unable to reimburse the National Board for the ineligible expenditure, the Local Board must refer the matter to the National Board. The National Board may ask the Local Board to take further action to see that reimbursement of ineligible expenditures is made to the National Board, or the National Board may refer the matter to FEMA.

If the Local Board suspects fraud has been committed by an LRO, the Local Board must contact the DHS/Office of Inspector General, Attention Hotline, Office of Investigation, 245 Murray Drive, SW, Washington, DC 20528 in writing or by telephone at (800) 323-8603 with details of suspected fraud or misuse of Federal funds. See pages 16-17 for more details.

Phase 25

If an LRO received an award under previous phases (Public Laws 98-8, 98-151 and 98-181, 98-396, 99-88 and 99-160, 99-500 and 100-6, 100-71 and 100-120, 100-404 and 101-45, and 101-100, 101-467, 102-139, 102-389, 103-124, 103-327, 104-91 and 104-134, 104-204, 105-65, 105-276, 106-74, 106-377, 107-73, 107-294 and 108-7, 108-90, 108-334 or 109-90), it must not include those funds in any reporting for the current awards. Reports should be confined to the amount granted by the National Board under the new appropriations legislation.

4) Cash Depositories

- a) Any money advanced to the LRO under the terms of this award must be deposited in a checking account in a bank with Federal Deposit Insurance Corporation (FDIC) or Federal Savings & Loan Insurance Corporation (FSLIC) insurance coverage (whose responsibility has been taken over by FDIC), and the balance exceeding the FDIC or FSLIC coverage must be collaterally secured. Interest income earned on these funds must be put back into eligible program costs, not administration.
- b) LROs are encouraged to use minority banks (a bank that is owned at least 50 percent by minority group members). This is consistent with the national goal of expanding the opportunities for minority business enterprises. A list of minority owned banks can be obtained from the Office of Minority Business Enterprises, Department of Commerce, Washington, DC 20203.

5) Retention and Custodial Requirements for Records

- a) Financial records, supporting documentation, statistical records, and all other records pertinent to the award shall be retained by the LRO for a period of three years from the end-of-program date with the following exceptions: See Annex 2, pages 50-51).
 - i) If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
 - ii) Records for non-expendable property, if any, acquired in part with EFSP funds shall be retained for three years after submission of a final financial report. Non-expendable property is defined as tangible property having a useful life of more than one year and an acquisition cost of more than \$300 per unit.
- b) The retention period starts from the date of the submission by the LRO of the final expenditure report.
- c) The National Board may request transfer of certain records to its custody from the LRO when it determines that the records possess long-term retention value. The LRO shall make such transfers as requested.
- d) The Director of FEMA, the Comptroller General of the United States, and the National Board, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the LRO, and its sub grantees, to make audits, examinations, excerpts, and transcripts.

6) Financial Management Systems

The LRO/fiscal agent or fiscal conduit shall maintain a financial management system that provides for the following:

- a) Accurate, current and complete disclosures of the financial results of this program.
- b) Records that identify adequately the source and application of funds for federally supported activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, and incomes.

- c) Effective control over and accountability for all funds, property, and other assets.
- d) Procedures for determining eligibility of costs in accordance with this manual.
- e) Accounting records that are supported by source documentation. The LRO must maintain and retain a register of cash receipts and disbursements and original supporting documentation such as purchase orders, invoices, canceled checks, sign-in logs and any other documentation that is necessary to support their costs under the program.
- f) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- g) In cases where more than one civil jurisdiction (e.g., a city and a balance of county, or several counties) recommends awards to the same LRO, the LRO can combine these funds in a single account. However, separate program records for each civil jurisdiction award must be kept.

7) Audit Requirements

If receiving \$50,000 or more in EFSP funds, the LRO will be eligible to receive funds if it arranges for an audit of funds to coincide with the next scheduled annual audit of its financial affairs. If receiving \$25,000 to \$49,999 in EFSP funds, the LRO will be eligible to receive funds if it arranges for an annual review of funds to coincide with the next scheduled annual review of its financial affairs. An original copy of this audit or review will be provided to the National Board on request. It is not necessary to have a separate, independent audit/review for this award so long as program funds are treated as a separate element in the LRO's regular annual audit/review. If the LRO does not have a certified annual audit/review, that audit/review must be provided by a Local Board designated fiscal agent for the LRO willing to account for the funds. See Annex 2 (pages 50-51).

All EFSP funded LROs (both governmental and not-for-profit) that expend \$500,000 or more in Federal funds must comply with the OMB Circular A-133, Audits of States, Local Government, and Nonprofit Organizations, which requires a single organization-wide audit. This \$500,000 could be exclusively EFSP funds or a combination of EFSP and other Federal funds that an agency might be receiving. Note: A copy of this report must be forwarded to the National Board along with the regular audit.

8) Payment

A first payment shall be made to the LRO upon recommendation of the Local Board and approval by the National Board. Second payment requests include an interim report to be completed and signed by each LRO. The request is also signed by the Local Board chair, and submitted to the National Board. For LROs funded in the previous phase, second installments will be held until the jurisdiction's final Local Board report and documentation for the previous year has been reviewed and found to be compliant.

9) Financial Reporting Requirements

The National Board shall provide the LRO, through the Local Board, with the necessary report forms well in advance of report deadlines.

LROs shall submit their final report to the Local Board that will then be forwarded to the National Board 45 days after the jurisdiction's program ending date.

10) Closeout

The following definitions shall apply:

- a) "Closeout" is the process by which the National Board determines that all applicable administrative actions and all required work of the award have been completed.

- b) "Disallowed costs" are those charges that the National Board determined to be unallowable in accordance with the legislation, National Board requirements and applicable Federal cost principles or other conditions contained in the award. The applicable cost principles for Private Voluntary Organizations are contained in OMB Circular A-122, "Cost Principles Applicable for Nonprofit Agencies," and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations". The applicable cost principles for Public Organizations are contained in OMB Circular A-87, "Cost Principles for State Agencies and Units of Local Governments". If you are unsure of where to find these circulars check with your local Congressional Representative, contact the National Board staff, or visit the Office of Management and Budget's web site: www.omb.gov.

11) Suspension and Termination Procedures

The following definitions shall apply:

- a) Termination – termination of this award means the cancellation of EFSP assistance, in whole or in part, under the award at any time prior to the date of completion.
- b) Suspension – the suspension of this award is an action by the Local Board or National Board that temporarily suspends EFSP assistance under the award pending corrective action by the LRO or pending a decision by the National Board to terminate the award.
- c) Local Board Authority – authority to suspend/reallocate all or a portion of an LRO's award at its discretion for any cause (i.e., inability to deliver services, suspected fraud, violation of eligible costs, changing need in the community, etc.).

12) Lobbying

Pursuant to 31 U.S.C. §1352, an LRO is prohibited from using Federally appropriated grant funds for lobbying activities. This condition bars the use of Federal money for political activities, but does not in any way restrict lobbying or political activities paid for with non-Federal funds. This condition prohibits the use of Federal grant funds for the following activities:

- Federal, state or local electioneering and support of such entities as campaign organizations and political action committees;
- Direct lobbying of the Congress and State Legislatures to influence legislation;
- Grassroots lobbying concerning either Federal or state legislation;
- Lobbying of the Executive Branch in connection with decisions to sign or veto enrolled legislation; and,
- Efforts to utilize state or local officials to lobby the Congressional or State Legislatures.

Any LRO that will receive more than \$100,000 in EFSP funds is required to submit: 1) a certification form that EFSP funds will not be used for lobbying activities; and, 2) a disclosure of lobbying activities (if applicable). This certification and disclosure must be submitted prior to grant payment. See Annex 10 (page 68) for certification and disclosure forms.

PROGRAM COSTS

<i>Intent of program</i>	The intent of this program is for the purchase of food and shelter, to supplement and expand current available resources and not to substitute or reimburse ongoing programs and services or to start new programs.
<i>Questions</i>	LROs with questions regarding interpretation of the program's guidelines <u>must</u> direct them to the <u>Local Board</u> prior to action. Local Boards unsure of the meaning of these guidelines must contact the National Board at (703) 706-9660 for clarification prior to advising the LRO.
<i>Client eligibility</i>	<p><u>The EFSP is a needs based program for which clients must qualify.</u></p> <p>The National Board does not set client eligibility criteria. Local Boards may choose to set such criteria. If the Local Board does not set eligibility criteria, the LRO may use its existing criteria or set criteria for assistance under this award. Any criteria used must provide for assistance to needy individuals without discrimination (age, race, sex, religion, national origin, disability, economic status or sexual orientation), sensitivity to the transition from temporary shelter to permanent homes and attention to the specialized needs of homeless individuals with mental and physical disabilities and illness and to facilitate access for homeless individuals to other sources of services and benefits. In providing assistance under the EFSP, verification of proof of citizenship or qualified alien status of any applicant for assistance is not required.</p> <p>Note: Funds allocated to a jurisdiction may only be used for residents and transients within that jurisdiction.</p>
<i>No fee for service</i>	No individual, family or household may be charged a fee for service or be required to attend religious/counseling services with relation to assistance received under EFSP.
<i>Payment to vendors</i>	All payments for eligible activities under EFSP must be made directly to vendors by <u>LRO check, LRO vendor issued credit cards (i.e., Sam's Club, other store/vendor issued credit card), LRO debit card, or electronic payment to vendors providing services.</u> No LRO checks may be made payable to clients, volunteers or staff, even for reimbursement. A fiscal agent/fiscal conduit may not reimburse the agencies on whose behalf they are acting or agencies/sites under their "umbrella". Cash payments are not allowed, including petty cash payments, internal transfers, or journal entries. Payments to staff/volunteers or to other LROs as reimbursement are not allowed.

Phase 25

***Client
confidentiality***

While the National Board respects the need for confidentiality, required documentation must be maintained.

When client confidentiality is protected by statute, LROs may use a unique by statute, identifier in providing and documenting services to clients. When submitting documentation where a unique identifier has been used, the LRO is responsible for providing documentation of the statute that applies to the clients served and services provided by their agency that are protected.

ELIGIBLE PROGRAM COSTS include, but are not limited to:

***Food purchases
for food banks/
pantries and other
food providers***

For food banks/pantries and other food providers, eligible costs include:

Food, food vouchers, seeds, gift certificates for food (gift certificates must be marked "Food Only" or "Food & Diapers Only"). **NOTE: Gift Cards are eligible only if they can be marked/encoded "Food Only" or "Food & Diapers Only". The same applies for food vouchers and gift certificates. There must be an agreement with the vendor that only food or food and diapers only will be allowed and no cash returned to clients.**

An allowance for maintenance fees charged by food banks may be granted by a Local Board at the prevailing rate. EFSP funds cannot be used to pay such a maintenance fee twice: by a food bank and by the food pantry/LRO it is serving.

Food banks only may operate under EFSP as both vendor and LRO.

NOTE: EFSP funding is intended to provide for basic, nutritional meals on an ongoing basis not non-nutritive items. The funding is not intended to be used for a singular event, special celebratory events, holiday baskets, etc. Also, limited amounts of dessert items (i.e., cookies, snack food, candy, etc.) used as part of a daily meal plan may be used.

(Documentation required: dated receipts/invoices/completed vouchers for food purchased and canceled checks. Vouchers and gift certificates/gift cards must state "food items only" not "groceries or merchandise". Invoices and evidence of payment for the purchase of food gift certificates/gift cards are required. Additionally, a single copy of the gift certificate/gift card indicating restrictions [i.e., food items only, diapers (if approved by the Local Board), no cash back] must be supplied along with the invoice. (When using a food voucher, if all three signatures and dates are included, no itemized receipts will be necessary, however if one or more signatures, dates are missing, the itemized receipts must be submitted.) See Annex 4, page 56 for sample of food voucher.)

**Transportation for
food banks/
pantries and other
food providers**

Transportation expenses related to the delivery and distribution of purchased and donated food. A dated mileage log at the current Federal rate (44.5 cents per mile), contracted services or public transportation (e.g., taxi, local bus, subway). Note: The reimbursement rate is the rate in existence at the time of publication of this manual and is to be used throughout the entire Phase.

(Documentation required: (1) dated mileage log, with departure, destination and trip purpose noted or (2) receipts/invoices from contracted services or public transportation, and canceled checks. See Annex 4 page 59 for sample of mileage log.)

**Equipment and
consumable
supplies for food
banks/food
pantries**

Purchase of small equipment not exceeding \$300 per item and essential to the operation of food bank or pantry (e.g., shelving and storage containers).

Purchase of consumable supplies essential to the distribution of food (e.g., bags, boxes).

(Documentation required: dated, itemized receipts/invoices for equipment/supplies purchased and canceled checks.)

**Food purchases for
mass feeding**

For mass feeding sites, eligible expenditures include:

Food (hot meals, groceries, food vouchers). Limited amounts of dessert items (i.e., cookies, snack food, candy, etc.) used as a part of a daily meal plan may be purchased. Also allowable are vegetable seeds and vegetable plants cultivated in an LRO's garden on-site and canning supplies.

(Documentation required: dated receipts/invoices for food/seeds/plants purchased and canceled checks.)

**Transportation
for mass shelter/
mass feeding**

Local transportation expenses for picking up/delivery of food, transporting clients to a mass shelter (five or more beds in one location), or feeding site. Limited to, a dated mileage log at the current Federal rate (44.5 cents per mile) contracted services or public transportation. (Note: The reimbursement rate is the rate in existence at the time of publication of this manual and is to be used throughout the entire Phase.)

(Documentation required: (1) dated daily mileage log, or (2) receipts/invoices from contracted services or public transportation, and canceled checks. See Annex 4 page 59 for sample mileage log.)

**Consumable
supplies for mass
shelter/mass
feeding**

Purchase of consumable supplies essential to mass feeding (i.e., plastic cups, utensils, detergent, etc.) and/or mass shelters of five or more beds (e.g., soap, toothbrushes, toothpaste, cleaning supplies, etc.).

(Documentation required: dated receipts/invoices for supplies purchased and canceled checks.)

**Equipment
purchases for
mass shelters/
mass feeding**

Purchase of small equipment not exceeding \$300 per item and essential to mass feeding (e.g., pots, pans, plates, utensils, microwave oven, dining table and chairs, toasters, blenders, etc.) and/or mass shelters (e.g., beds, mattresses, cots, blankets, linens, etc.).

(Documentation required: dated receipts/invoices for equipment purchased and canceled checks.)

**Minor emergency
equipment repairs
for mass
shelters/mass
feeding**

With prior Local Board approval, minor emergency repair of small equipment essential to mass feeding or sheltering not exceeding \$300.00 in repair costs per item. Equipment eligible for repairs under the EFSP is any that if not repaired would force the mass feeding or mass sheltering site to terminate or curtail services (e.g., stove, refrigerator, and hot water heater).

Routine maintenance and service contracts are not eligible.

(Documentation required: dated letter from Local Board indicating approval and dated receipts or bills for equipment repair and canceled checks.)

Note: Good judgment must be exercised in determining the most cost effective use of EFSP funds when deciding an equipment purchase against a repair.

**Limited first aid
supplies for mass
shelter/mass
feeding**

Limited amounts of basic first aid supplies (e.g., aspirin, Band-Aids, cough syrup, etc.) for mass shelter providers and mass feeding sites only.

(Documentation required: dated receipts/invoices for first-aid supplies and canceled checks.)

**Building code
repairs to mass
shelter or mass
feeding facility**

**Local Board
approval for
building code
repairs**

Emergency repairs to comply with building code citations for a mass feeding facility or mass shelter, provided:

- a. The facility is owned by a not-for-profit LRO (profit-making facilities, leased facilities, government facilities and individual residences are not eligible); and
- b. The building code plan and the contract detailing work to be done and material and equipment to be used or purchased is approved in writing by the Local Board prior to the start of the emergency repair/building code project; and
- c. The repair is limited to bringing facility into compliance with local building codes; maximum expenditure: \$2,500.00; and
- d. All emergency repair work is completed and paid for by the end of the jurisdiction's spending period; and
- e. Facility must be used primarily for mass feeding or sheltering programs; and
- f. No award funds are used for decorative or non-essential purposes or routine maintenance/repairs.

(Documentation required: dated letter from Local Board indicating approval and amount approved, copy of contract including cost or invoices for supplies and contract labor, document citing building code violation requiring the repair and canceled checks.)

**Facility
improvements for
the disabled for
mass shelter/
mass feeding**

Expenses incurred from accessibility improvements for the disabled are eligible for mass feeding or mass shelter facilities up to a limit of \$2,500.00. These improvements may include those required by the Americans With Disabilities Act of 1990. A building code citation is not necessary for accessibility improvements. The Local Board must approve in advance any accessibility improvements.

Note: All social service providers are mandated to comply with the Americans With Disabilities Act of 1990 (ADA).

Note: Building code repairs and facility improvements are allowable for mass feeding and mass sheltering sites only. These costs must have Local Board approval even if using the per meal or per diem rate.

(Documentation required: dated copy of contract describing work to be done including cost, dated letter from Local Board indicating approval and amount approved, and canceled checks.)

Mass shelter expenses

For mass shelter providers, there are two options for eligible costs. One option must be selected at the beginning of the program year and continued throughout the entire year. Note the documentation requirements for each option.

Mass shelter/ direct costs

1. Reimbursement of actual direct eligible costs; in which case canceled checks and vendor invoices for supplies/equipment essential to the operation of the mass shelter (e.g., cots, mattresses, soap, linens, blankets, cleaning supplies, etc.) must be maintained. Refer to previous sections for description of eligible expenditures.

(Documentation required: dated receipts/invoices from vendor relating to operation of facility and canceled checks.)

Per diem allowance

2. Per diem allowance of exactly \$7.50 or \$12.50 per person per night for mass shelter providers (five beds or more in one location), only if:
 - a. Approved in advance by the Local Board; and,
 - b. LRO's total mass shelter award is expended in this manner.

Note: It is the decision of the Local Board to choose between the \$7.50/\$12.50. This rate may vary from agency to agency depending on the level of services provided to the clients. The \$7.50 or \$12.50 per diem if elected may be expended by the LRO for any cost related to the operation of the mass shelter; it is not limited to eligible costs under EFSP. The per diem allowance may be used to cover costs such as shelter rent, utilities, and staff salaries. **The per diem allowance does not include the additional costs associated with food or the food per meal allowance.**

(Documentation required: schedules showing daily rate of \$7.50 or \$12.50 and number of persons sheltered by date with totals. Supporting documentation must be retained on-site, e.g., checks/invoices, service records and sign-in logs. See Annex 4 page 57 for sample.)

Mass feeding expenses

For mass feeding programs, there are two options for eligible costs. One option must be selected at the beginning of the program year and continued throughout the entire year. Note the documentation requirements for each option.

Mass feeding direct cost

1. Reimbursement of actual direct eligible costs; in which case canceled checks and vendor invoices for supplies/equipment essential to the operation of the mass feeding programs (e.g., food, paper products, cleaning products, pots and pans, etc.) must be maintained. Refer to previous sections for description of eligible expenditures. Note: EFSP funding is intended to provide for daily, basic, nutritional meal costs on an ongoing basis. The funding is not intended to be used for a singular event, special events/celebratory events/holiday meals, etc. Basic non-excessive meal costs may be applied towards special/celebratory/holiday meals served only as part of an ongoing program. Also, only limited amounts of dessert items (i.e., cookies, snack food, candy, etc.) used as part of a daily meal plan may be purchased.

(Documentation required: dated receipts/invoices from vendor relating to operation of facility and canceled checks.)

Per meal allowance 2. Per meal allowance of exactly \$2 per meal served if:

- a. Approved in advance by the Local Board; and,
- b. LRO's total mass feeding award is expended in this manner.

The \$2 per meal allowance, if elected, may be expended by the LRO for any related cost; it is not limited to otherwise eligible items. The per meal allowance may be used to cover costs such as rent, utilities, and staff salaries. The per meal allowance does not include the additional costs associated with shelter or the per diem shelter allowance.

Note: EFSP funding is intended to provide for daily, basic, nutritional meal costs on an ongoing basis. The funding is not intended to be used for a singular event, special events/celebratory events/holiday meals, etc. Basic non-excessive meal costs may be applied towards special/celebratory/holiday meals served only as part of an ongoing program. Also, only limited amounts of dessert items (i.e., cookies, snack food, candy, etc.) used as part of a daily meal plan may be purchased.

(Documentation required: daily schedule showing meal rate of \$2 and number of meals served by date with totals. Supporting documentation must be retained on-site, e.g., checks/invoices and service records. See Annex 4 page 58 for sample).

**Off-site lodging
(hotel/motel)**

For other shelter assistance, eligible program costs include off-site emergency lodging (room and tax only) in a hotel/motel or other off-site shelter facility provided conditions 1 and 2 below are met:

1. No appropriate on-site shelter is available; and
2. It is limited to 30-days assistance per individual or household during the current program period. (Note: Assistance may be extended in extreme cases with prior Local Board written approval. A copy of this approval must accompany LRO's documentation.)

Note: LROs may not operate as vendors for themselves or other LROs, except for shared maintenance fee for food banks.

(Documentation required: dated receipts/invoices from off-site shelter [hotel/motel/etc. on their stationery] and canceled checks. Receipts/invoices must include client's name, length of stay and charge per night. If using a unique identifier when submitting documentation for clients served, the LRO is required to provide documentation of the statute which applies to the clients served and services provided that are protected.)

**Rent/mortgage
assistance/
eviction prevention**

For rent/mortgage assistance, eligible program costs include:

1. Limited emergency rent or mortgage assistance principal and interest only (P&I), for individuals or households provided conditions "a" through "f" below are met:
 - a. Payment is in arrears or due within 5 calendar days;

- b. All other resources have been exhausted;
- c. The client is 1) a resident of the home or apartment and 2) responsible for the rent/mortgage on the home or apartment where the rent/mortgage assistance is to be paid;
- d. Payment is limited to a maximum of one month's assistance for each individual or household; assistance can be provided 1) for a full month's rent/mortgage (P&I) all at one time, or 2) in separate payments over a period of up to 90 consecutive days so long as the total amount paid does not exceed one month's cost and is paid by a single LRO;
- e. Assistance is provided only once by a single LRO in each award phase for each individual/household (with exception of item d [2] above), and;
- f. Payment must guarantee an additional 30 days service

Note: Late fees, legal fees, deposits, and condo fees are ineligible.

Note: If a client has two mortgages, assistance may only be given on the principal or first mortgage for the client's residence.

Note: Payments for trailers and lots are eligible and can be paid to a mortgage company or to a private landlord.

Assistance with one month's rent or a mortgage can be provided in addition to eligible utility and food assistance under this program.

(Documentation required: dated and signed letters from landlords [must include amount of one month's rent and due date] mortgage letters and/or copy of loan coupon showing monthly mortgage amount and date due and canceled checks. Documentation must support the payment made and is limited to a maximum of one month assistance.) . Note: A copy of the client's lease is only accepted when paying the first month rent.

**First month's
rent payment**

- 2. First month's rent may be paid when an individual or household:
 - a. Is transient and plans to stay in the area for an extended period of time; or
 - b. Is moving from a temporary shelter to a more permanent living arrangement; or

- c. Is being evicted because one-month's payment will not forestall eviction in current housing.

First month's rent:

- a. Cannot be provided in addition to emergency rent/mortgage payment under item 1 above; and
- b. Can be provided in addition to assistance provided for off-site or mass shelter.

Assistance with first month's rent can be provided in addition to eligible utility and food assistance under this program.

(Documentation required: dated and signed letters from landlords or current lease [must include amount of first month's rent and due date] and canceled checks. Documentation must support the payment made and is limited to a maximum of one month assistance.) Note: First month's rent is the only situation in which the lease is acceptable documentation.

Utility assistance

For utility assistance, eligible program costs include:

1. Limited metered utility assistance (includes gas, electricity, water, and sewer service) for individuals or households. The client is 1) a resident of the home or apartment and 2) is responsible for the utility on the home or apartment where utility assistance is to be paid provided conditions "a" through "f" below are met:
 - a. Payment is in arrears or due within 5 calendar days;
 - b. All other resources have been exhausted (e.g., State's Low Income Home Energy Assistance Program);
 - c. Payment is limited to a maximum of one month's cost for each utility (e.g., gas, electric and water) for each individual or household;
 - d. The month paid is current amount, budget amount or part of the arrearage that is still owed at the time of payment and that is either from current award phase or for continuous service prior to award phase that remains past due; and
 - e. Each utility can be paid only once in each award phase for any individual or household; and

f. Payment must guarantee an additional 30 days service

Note: If paying from a past due notice, you must get a breakdown of the monthly charges (a copy of current client billing and payment history by month from the utility provider). The highest one month amount from the phase/year may not be paid unless it is part of the amount currently owed at time of payment. Where clients have made a partial payment, the payment is generally applied to the oldest past due amount. The entire amount paid by your agency must be a maximum one month amount that is all still past due. Documentation must clearly indicate which month is being paid from the breakdown of monthly charges and must be part of the past due amount still owed. Reconnect fees are eligible. Late fees and deposits are ineligible.

2. Limited non-metered utility assistance (includes oil, firewood, coal) for individuals or households provided conditions "a" through "c" below are met:
 - a. All other resources have been exhausted (e.g., State's Low Income Home Energy Assistance Program).
 - b. Payment is limited to a one-time delivery (e.g., the minimum amount of delivery for firewood, minimum gallons of fuel oil).
 - c. Each utility can be paid only once in each award phase for any individual or household.

The intent of non-metered utility assistance, like metered utility, is to provide 30 days of service.

Utility assistance can be provided in addition to eligible rent/mortgage assistance under this program.

Note: A maximum of one month's utility bill may be paid for a client/household by a single LRO. Multiple LROs may not join together and each pay a portion of a single utility bill.

(Documentation required: (1) Metered utilities [e.g., electricity, water], the most recent copy of past due or current utility bill with a breakdown which clearly identifies the one month's charges being paid including due date and canceled checks; (2) Non-metered utilities [e.g., propane, firewood], receipts/invoices for fuel including due date or delivery date and canceled checks.)

**Utility assistance
documentation
special note**

Note: Utility disconnects and termination notices often do not show amount owed by month. The monthly information must be verified with the utility company (a copy of current client billing and payment history by month from the utility provider) and written onto the notice or metered utility verification form. If one month's service cannot be verified from the bill or with the utility company, the LRO may pay up to \$100 per individual or household provided at least \$100 is owed on the bill. This \$100 is not a cap. If an LRO wishes to pay more than \$100, one month's service must be verified as stated above.

(Documentation required: dated copy of disconnect, termination, final or shut-off notices with one month verification if necessary, and canceled checks. Documentation must state which month is being paid from the breakdown of monthly charges.)

(For additional information on utility assistance guidelines, see Annex 3 on page 52.)

**Metered utility
verification form**

The National Board encourages the use of the metered utility verification form (along with a copy of the current utility bill) as the preferred method for verifying eligible utility assistance. The bill must be attached to the metered utility verification form and support the information completed on the form. Documentation must state which month is being paid from the breakdown of monthly charges. See Annex 4 (page 53) for sample metered utility verification form.

Diapers

For all service providers, the purchase of diapers is eligible as described below:

- a. For direct distribution to individuals;
- b. For residents of mass shelters;
- c. Vouchers to grocery stores may include diapers.

Note: Local Boards must use discretion in selecting LROs to provide this service, taking into consideration the cost effectiveness of bulk purchasing.

(Documentation required: dated receipts/invoices for diapers purchased and canceled checks.)

INELIGIBLE PROGRAM COSTS: Purposes for which funds cannot be used include, but are not limited to:

1. CASH PAYMENTS of any kind including checks made out to cash, or petty cash expenditures.
2. Payments made in any form other than LRO check, LRO vendor issued credit card, or LRO debit card to vendor, never a client.
3. Reimbursements to staff, volunteers, or clients for program purchases. Cash back to client from gift certificates/vouchers,
4. Reimbursement to other LROs or agencies including those agencies under LROs serving as a fiscal agent or fiscal conduit.
5. Fees: No bank fees for check replacements, membership fees to food banks, shopping clubs, etc.
6. Deposits of any kind.
7. Administrative cost reimbursement to state or regional offices of governmental or voluntary organizations.
8. Use of administrative funds for purposes other than administering EFSP.
9. Lobbying efforts.
10. Expenditures made outside jurisdiction's spending period.
11. No pre-payment for expenses or services not yet rendered or incurred (i.e., where no goods or services have been provided prior to payment during program period).
12. Telephone costs, salaries, or office equipment by LRO, except as administrative allowance authorized by the Local Board, and limited to the total allowance (2%) of the LRO's award.
13. Rental security deposit or revolving loan accounts.
14. Payments of more than one month's mortgage, first month's mortgage, or down payment on mortgage.
15. Purchase/lease of real property (land or buildings) of any kind.
16. Property taxes of any kind, escrow accounts, insurance, legal fees, or condo fees.
17. Late fees for rent, mortgage, or utility assistance.
18. Payment of more than one month's rent.
19. Payment of more than one month's portion of a utility bill.
20. Payment of more than \$300 per item of essential equipment.

21. Lease-purchase agreement or equipment leases.
22. Emergency building code repairs or rehabilitation to government owned, profit-making facilities or leased facilities or any facility not owned by the LRO.
23. Routine maintenance of LRO facilities, routine maintenance or service contracts on equipment.
24. Construction, rehabilitation or remodeling for expansion of service.
25. Repairs of any kind to an individual's home or apartment. (Repairs can only be made to LRO owned facilities.)
26. Supplies or equipment purchases for an individual's home or private use.
27. Transportation of people not related to the direct provision of food or shelter (e.g., to another agency, another city, etc.). Also transportation to a relative's or friend's home.
28. Gas or repairs for client-owned vehicles, maintenance or repairs to LRO-owned vehicles (e.g., oil, tires, etc.). Also, insurance for LRO-owned or client-owned vehicles.
29. Emergency assistance for disaster victims, supplies bought for or in anticipation of a natural disaster (i.e., fire victims, floods, tornadoes, etc.).
30. Prescription medication, medical supplies, or vitamins.
31. Clothing (except underwear/diapers for clients of mass shelters, if necessary).
32. An LRO may not operate as a vendor for itself or other LROs, except for the shared maintenance fee for food banks.
33. Direct expenses associated with new or expanded services or to prevent closing.
34. Encumbrance of funds; that is, no pre-payments for goods or services not received or not rendered which are paid for prior to the end of the jurisdiction's program.
35. No payments on account.
36. Meal costs in excess of the normal daily basic meal cost.
37. Reserving or withholding funds in anticipation of a future need (e.g., holiday events, holiday baskets, special programs, celebratory events).
38. Staff events/functions/meals of any kind.
39. Supplementing foster care costs, where an LRO has already received payment for basic boarding and feeding of a client. Comprehensive foster care costs beyond food and shelter are not allowed.

ADMINISTRATIVE ALLOWANCE

By law, there is an administrative allowance limitation of two percent (2%) of total funds received by the Local Board excluding any interest earned. **This allowance is a part of the total award — not in addition to the award.**

The local administrative allowance is intended for use by Local Boards and/or LROs and not for reimbursement of program or administrative costs to an LRO's national organization (its state or regional offices) which might be incurred as a result of this additional funding. LROs wishing to use part of their grant for administration must include this request in their application for funding.

Distribution of the allowance among LROs is decided by the Local Board. No LRO may receive an allowance greater than 2% of that LRO's award amount unless the LRO is providing the administrative support for the Local Board and is approved by the National Board. The administrative allowance may only be allocated in whole dollar amounts.

The Local Board may elect to use, for its own administrative costs, all or any portion of the 2% allowance. The Local Board may apply the administrative allowance toward advertising expenses if necessary. Any of the administrative allowance not spent must be put back into program funds for additional services.

The administrative allowance for the Local Board and the other LROs cannot exceed 2% of the jurisdiction's total allocation, rounded to the nearest whole dollar. Any amount less than fifty cents is rounded down and fifty or more cents is rounded up. The maximum administrative allowance is noted on the Local Board plan.

(Documentation required: None with the final report; LROs receiving funds for administration must retain supportive documentation that the funds were spent on the direct administration of EFSP.)

SAMPLE ELIGIBLE AND INELIGIBLE EXPENDITURES NOT LIMITED TO THESE ITEMS

CATEGORY	SAMPLE ELIGIBLE ITEMS	SAMPLE INELIGIBLE ITEMS
SERVED MEALS	Any food used in served meals (cold or hot); costs of transporting food to site or client; daily per meal schedule (\$2/meal).	Any items not related to actual feeding of a client. Excessive meal costs. Excessive snack food items. Staff events/functions.
OTHER FOOD	Food vouchers, food boxes, grocery orders, restaurant vouchers, etc., food purchased for food banks and/or food pantries, vouchers, gift certificates (limited), transportation costs.	Tobacco, alcohol, paper products. Any non food item. Excessive snack food items. Staff events/functions.
MASS SHELTER	Direct expenses associated with housing a client (e.g., supplies, linens, etc.); transportation costs; daily per diem schedule (\$7.50 or \$12.50).	Year-round ongoing operational costs (rent, pest-control, garbage pick-up, utilities); salaries of employees.
OTHER SHELTER	Any <u>reasonable</u> hotel/motel or non-profit facility acting as a vendor; SRO; actual charge by vendor, per night; 30 day limit.	An LRO receiving funds <u>may not</u> act as a vendor for themselves or another funded LRO. Stay beyond 30 days per phase.
SUPPLIES/ EQUIPMENT	<u>\$300 per item maximum</u> <u>Mass feeding</u> : pots, pans, toasters, blenders, microwave, utensils, paper products, any item essential to the preparation of food, shelving. <u>Diapers</u> . <u>Mass shelter</u> : cots, blankets, pillows, toilet paper, soap, toothpaste, toothbrushes, cleaning materials, limited first-aid supplies, underwear/diapers. Emergency repair of essential small equipment (\$300 limit for both mass feeding and mass shelter.)	Decorative curtains, carpet, clothing, TVs, computer systems, office equipment, bedroom furniture other than beds (nightstand, lamps, etc.).
REHABILITATION/ EMERGENCY REPAIRS	Building code violations, handicap ramp (\$2,500 limit), with Local Board approval.	Rehabilitation for expansion, routine maintenance, or to prepare facility to open.
RENT/MORTGAGE	Past due rent or mortgage payment (P&I only); current rent or mortgage due within 5 calendar days; first month's rent; lot fee for mobile homes. <u>Limited to one month's cost for an individual/family.</u>	Payment for rent/mortgage exceeding one month's cost; deposits; down-payment for purchase of home; late fees; legal fees; taxes, insurance & escrow accounts.
UTILITIES	Past due bills, or current bills due within 5 calendar days, for gas, electricity, oil, water; reconnect fees. May pay budget or actual. <u>Limited to one month's amount that is part of the arrearage at the time of payment or current one month amount.</u> One-time delivery of firewood, coal, propane.	Payments for utilities exceeding one month's cost; deposits; cable TV bills; phone bills; late fees.
ADMINISTRATIVE ALLOWANCE	Limited to 2% of total funds received by jurisdiction; any expenses associated with operating this program (telephone costs, stamps, etc.).	Administrative expenses <u>not</u> related to this program.

FOR A MORE COMPREHENSIVE LIST AND FURTHER EXPLANATION OF THESE CATEGORIES, SEE PAGES 31-47

REQUIRED DOCUMENTATION

Documentation refers to those accounting records that support payments for EFSP expenditures. Each payment requires two basic accounting records.

First, a copy of the LRO's proof of payment is required. Proof of payment would include as necessary: **LRO's canceled check returned from the bank (both sides) payable to the vendor showing the amount of the invoice; LRO's bank statement showing electronic payment or debit card payment to vendor; or LRO's canceled check payable to vendor issued credit card.** Do not copy either side of a check that has not been canceled by the bank. Note: When a check goes through the bank, it is encoded in the bottom right hand corner with numbers. These numbers represent the amount of the check.

If an LRO cannot provide copies of both sides of the canceled check because the LRO's bank does not return checks, either of the following items are acceptable alternatives:

- Facsimile copies of canceled checks (front) from the LRO's checking account statements.
- Substitute bank generated checks from the LRO's checking account statements. Copies of checks may be available via your bank's web site.
- LRO's checking account statements along with a copy of the check when it was issued by the LRO.

Second, a copy of an itemized vendor's invoice. An acceptable invoice has the following characteristics:

1. It must be vendor originated and have name of vendor.
2. It must have name of purchaser and have date of purchase.
3. It must be itemized (description of each item, number of each item and cost of each item).
4. It must have total cost of purchase.

Documentation may also include:

- Vendor issued credit card statement showing purchase and payment along with itemized receipt of purchase,
- Vouchers with detailed description of goods or services provided,
- Daily per diem shelter allowance schedule,
- Daily per meal allowance schedule,
- Per trip mileage logs.

Client Confidentiality in Documentation Submitted:

- In submitting documentation to the National Board with their Final Report, LROs providing services to clients where confidentiality is protected by statute may use a unique identifier.
- If using a unique identifier when submitting documentation for clients served, the LRO is required to provide documentation of the statute which applies to the clients served and services provided that are protected.
- NOTE: The National Board reserves the right to request additional documentation as deemed necessary to support expenditures under the EFSP (e.g., landlord letters, sign-in logs).

All LROs must:

1. Have records audited by an independent certified or public accountant if receiving \$50,000 or more in EFSP funds; have an annual review if receiving from \$25,000 to \$49,999;
2. Keep their documentation records for three years after each end of program year;

3. Be subject to review and/or audit by the National Board, FEMA and/or the Inspector General's office during those three years;
4. Complete and return to the National Board the interim and final LRO reports; and,
5. Return any unused award funds to the National Board at the end of the spending period (\$5.00 or more). Checks must be made payable to United Way of America/Emergency Food and Shelter National Board Program and include Local Board ID# and LRO number on the face of the check.

The ending date for the spending period in each jurisdiction for all award types is selected by each Local Board. The jurisdiction's spending period start and end dates are noted on the final report.

WHO MUST SUBMIT DOCUMENTATION

All LROs will be required periodically to submit documentation to the National Board to ensure continued program compliance.

Any LRO not funded in the previous phase will be considered new for compliance purposes and will be required to submit documentation. LROs having major compliance exceptions or those not clearing in a timely fashion will be required to submit documentation for the next phase. Any LRO having ineligible costs will be required to submit documentation.

Copies of all documentation (from LROs required to submit) must be submitted to the Local Board no later than one month after the end of the jurisdiction's spending period. The Local Board is then required to review and submit all documentation to the National Board no later than 45 days after the end of the jurisdiction's spending period.

Each LRO is responsible for ensuring that the copies of documentation submitted are legible and organized as indicated in the Final Report instructions.

Poorly copied or unorganized documentation may be returned to the Local Board for correction, and may result in a delay in receiving additional funding for the LRO and/or the jurisdiction.

Note: In certain instances the National Board may request submission of documentation to comply with outside audit requests.

- The audit firm selected to review National Board records will review a statistically valid random sample of agencies which were NOT required to submit documentation under normal procedures.
- National Board staff will conduct periodic site audits in funded jurisdictions. In each jurisdiction selected, several LROs will be chosen.
- FEMA staff will conduct site audits in several randomly selected jurisdictions.
- The DHS/ FEMA OIG's office will continue its practice of random site audits.

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM (EFSP)

Audit/Review and Audit/Documentation Retention Responsibilities

Audit/Review Requirements

The EFSP annual audit requirement allows for two different levels of review depending on the LRO's level of funding. This change took place in Phase 23 (FY2005) and is noted on pages 24 and 29 of this manual. The EFSP audit requirements are:

For LROs receiving \$50,000 or more in EFSP funding, the National Board requires an independent annual audit in accordance with Government Auditing Standards. For LROs receiving from \$25,000 to \$49,999, the National Board requires an annual review. For newly funded LROs or LROs funded above the amount requiring an audit or review for the first time, the LRO must arrange for the audit or review of funds to coincide with the next scheduled annual audit or annual review of its financial affairs.

The National Board will accept an LRO's national/regional annual audit if the following conditions are met:

- LRO is truly a subsidiary of the national organization (i.e., shares a single federal tax exemption).
- The LRO is audited by the national/regional office internal auditors or other person designated by the national/regional office AND the national/regional office is audited by an independent certified public accountant or public accountant or accounting firm, which includes the national/regional organization's review of the LRO in a larger audit review.
- A copy of the local audit review along with a copy of the independent audit of the national/regional office will be made available to the National Board upon request.

Any agency expending \$500,000 or more in Federal funds must comply with Circular A-133 of the U.S. Office of Management and Budget. Note: A copy of this report must be forwarded to the National Board along with the regular audit.

Audits of units of government shall be made annually unless state or local government had, by January 1, 1987, a constitutional or statutory requirement for less frequent audits.

The changes in these requirements are specific to the EFSP and meeting any other local, state, or federal audit requirements or those required by any other funding source are the responsibility of the LRO.

Audit/Review Terminology

Audit - A formal examination of financial statements intended to assess the accuracy and thoroughness of financial records. An independent auditor performs this procedure on a set of financial statements in order to render an opinion based on the accounting records provided. An unqualified audit opinion states that the financial statements are in conformity with accounting principles generally accepted in the United States (GAAP). Audits are performed according to audit standards generally accepted in the United States (GAAS). An audit is more expensive than a review or compilation because an opinion on the accuracy of financial statements requires significantly more work than that involved in either a review or a compilation. *Under EFSP, an audit is required for any LRO receiving \$50,000 or more in funding.*

Review - Accountants perform limited procedures as a basis for expressing limited assurance on financial statements. Although not as comprehensive as an audit, a review provides more assurance than a compilation. A review report states that: 1) the accountants do not express an opinion on the financial statements and, 2) based on their review, they are not aware of any material modifications that should be made to the financial statements. A review is less expensive than an audit but more expensive than a compilation. *Under EFSP, a review is required for any LRO receiving from \$25,000 to \$49,999.*

Documentation Retention Responsibilities and Other Audit Responsibilities

EFSP requires all LROs to maintain documentation for three years from the end-of program date as noted on page 27 of this manual. The documentation to be retained includes financial records, supporting documentation, statistical records, and all other records pertinent to the award. The exceptions to the three-year rule are noted on page 27 and include litigation, claim, or audit started before the three-year period and records for non-expendable property acquired either wholly or partially with EFSP funds.

The documentation must be accessible should there be reason for your agency to produce the documentation for review. This review might include the audit of these expenditures after you have reported to the National Board for the spending period. Please reference pages 11-12 and 21 guidelines for documentation disaster recovery plans.

Site Audits: The National Board staff frequently conducts site audits of LROs funded through the EFSP. These site audits are conducted at the LRO's offices and original documentation supporting expenditures of EFSP funds are reviewed. The original documentation would include all canceled checks and vendor invoices for expenditures charged to EFSP. If an LRO is using the per meal allowance or per diem allowance, the documentation would include sign-in sheets, case records, as well as the supportive documentation for actual expenditures (i.e., canceled checks, vendor invoices). Very often, multiple phases are reviewed during the site audit of the LRO.

Independent Audit: Annually EFSP undergoes an independent annual audit as required by the federal government. During this audit, EFSP's independent auditors review documentation submitted by LROs that has already been reviewed by EFSP staff. Additionally, they request documentation from a sample of LROs that were not required to submit documentation with their Final Report. LROs must comply with the request from EFSP's independent auditors including compliance problems noted by the independent auditors in their review.

Other Audits: Staff from the Federal Emergency Management Agency (FEMA) may also conduct site audits of funded LROs. Additionally, as EFSP funding is federal funding, the Department of Homeland Security/FEMA Office of Inspector General may also conduct site audits.

How are the site audits determined: The National Board has given the staff guidance for conducting site audits which includes, but is not limited to, reviewing LROs in jurisdictions where there are ongoing compliance problems, reviewing LROs who have failed to submit documentation to the National Board or the Board's independent auditors, findings in the independent audits submitted by LROs, concerns regarding operations from the Local Board or others, reviewing LROs funded in certain categories or areas of the country, alleged or suspected fraud, and at the request of the DHS/ FEMA Inspector General.

Generally, when site audits are conducted, several LROs in a jurisdiction or in surrounding jurisdictions are reviewed and multiple phases of each LRO's EFSP funding is reviewed.

Please note that since documentation must be retained for three years, all of those years are subject to audit at any time. Even if an LRO has filed Final Reports and received clearing letters, they are still subject to any of the audits noted above.

SPECIAL NOTE: DOES MY LRO HAVE TO HAVE AN AUDIT OR A REVIEW?

To determine what type of review is required for an LRO, the LRO must know the total amount of funding it is receiving from EFSP in all jurisdictions in which it is funded. The TOTAL EFSP funding is used to determine the type of review. For example, LRO ABC is funded in only one jurisdiction and receives \$31,000 - a review would be required since LRO ABC is receiving more than \$25,000 but less than \$50,000. And, LRO XYZ is funded in three jurisdictions, in jurisdiction #1 \$30,000 is received, in jurisdiction #2 \$17,000 is received, and in jurisdiction #3 \$26,000 is received. LRO XYZ would be required to have an audit. They are receiving a total of \$73,000, which is greater than the \$50,000 threshold for requiring an audit even though in each jurisdiction they are receiving less than \$50,000.

UTILITY DOCUMENTATION GUIDELINES

This gives you a general overview of using and documenting utility assistance provided to clients. Please refer to pages 41-43 of this manual for complete guidelines on using EFSP funds for utility assistance.

When using EFSP funds to provide utility assistance remember that only one month, approximately thirty days of service may be paid of each bill for an individual or household per award cycle. Billing cycles of more than one month must be divided by the number of months in the cycle to get the one month amount that may be paid. *For example, if the cycle consists of two months, divide the total cost of the bill by two to get the amount that may be paid.* If the client is on a budget plan and has the option of paying the actual usage cost or the budgeted amount, your agency may select either amount. Only one can be paid, not both. *The minimum amount required by the vendor to keep service on cannot be paid, if it is more than one month's bill.* When a utility payment is made, it must guarantee an additional thirty days of service for the client. If the vendor does not grant the additional thirty days of service for the payment, then EFSP funds cannot be used to assist the client. A reconnect fee to restore service may be paid with EFSP funds. However, late fees, deposits and other service charges are not eligible as part of the utility payment. If these charges are required to maintain service for the client, your agency will need to use another funding source to cover the cost of the items.

Documentation of utility payments must always include a copy of the canceled check dated no more than five calendar days before the due date, made payable to the vendor along with the utility bill from the vendor for metered utility services (gas, electric, water) that clearly verifies the one month amount paid. The utility bill from the vendor must include the client's information (name, address, account number, etc.) A copy of the receipt from the vendor showing the date of delivery and cost of service for the minimum delivery, fill-up or one month's estimated use is required for non-metered utility payments (propane, coal, firewood). The most current utility bill available must be provided. Old bills will not be accepted. The Metered Utility Verification Form found in the manual on page 53 may be useful in documenting the one month amount paid, *if completed correctly.* The form must be completed to show the dates of service covered with the payment made. The dates of service covered on the Metered Utility Verification Form must correspond to the bill provided. The Metered Utility Verification Form cannot be submitted along with the canceled check in lieu of the utility bill. Also, an agency's internal paperwork cannot be submitted in place of the utility bill. A utility bill from the vendor must be submitted to support each payment made.

The following are the most common types of bills that are submitted with documentation for review from agencies. They are current utility bills that may include a budget amount and past due or disconnect notices covering multiple months. Your clients may also present similar bills from the utility vendors serving your community. Please read the following carefully for paying and documenting your utility expenditures.

- **Current Utility Bill** - This bill is not yet past due. Your agency may pay the current one month's bill no more than five calendar days before it is due. The one month amount and service dates are verified. If the bill is paid more than five calendar days prior to the due date, the payment is considered ineligible under EFSP guidelines.
- **Current Utility Bill with Budget Amount** - This bill should include the amount of the actual usage for the month in addition to the budget amount the client is required to pay. Your agency may pay either the actual usage or budget amount of the bill no more than five calendar days before it is due. The one month amount and service dates are verified. If the bill is paid more than five calendar days prior to the due date, the payment is considered ineligible under EFSP guidelines.
- **Past Due Bill or Disconnect Notice** - These bills are overdue and often will include other service fees. Your agency has two options in paying these bills. The options are 1) verify and pay one month's portion of the past due balance or 2) pay up to \$100 dollars of the past due balance, if at least that amount is owed, without one month verification.

If the past due bill has a balance that is more than \$100 and your agency wishes to pay as much as possible to assist the client, as long as it does not exceed one month's assistance, you will need to contact the utility company to get a billing and payment history of the client's utility usage that may be covered in the past due or disconnect notice. Once the detail has been received from the utility company, you may pay up to the highest one month bill that is still owed (part of the past due balance on the notice) at the time you're agency is making payment. *For example, if the client's May and June bills are still past due when the July bill is received and May is the highest one month of the three, your agency can pay the services for that month. If a portion of May has been paid, only the balance remaining can be paid or one of the other two months that are due on the bill (June or July).*

SAMPLE FORMS AND LETTERS

The following sample forms and letters are included for your convenience. The samples are all approved documentation which may be duplicated on your agency's letterhead. The use of these forms is strongly recommended, but not mandated. However, whatever documentation used, must contain all appropriate elements of EFSP requirements. Any payments made to landlords or utility companies must guarantee an additional 30 days of service/residence. Direct any questions regarding the forms to the National Board staff. National Board staff should be consulted prior to any modification of the forms.

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### *METERED UTILITY VERIFICATION FORM*

Please complete this form for each utility payment made with Emergency Food and Shelter Program funds. **(The individual utility bill which shows the one month past due amount must be attached along with the copy of canceled check to this form to verify eligibility of expenditures.)**

**Metered utility assistance includes gas, electric and water for individuals or households.**

The **attached utility bill** charged to the Emergency Food and Shelter Program covers the dates of:

\_\_\_\_\_ to \_\_\_\_\_ and was due on \_\_\_\_\_.

The one month amount charges being paid from this bill are \$\_\_\_\_\_ for the month of \_\_\_\_\_, which was due on \_\_\_\_\_ (month/day) and does not exceed one month's billing, is noted on the attached bill, and is part of the total amount owed at the time this agency is providing payment.

LRO Check # \_\_\_\_\_ Date: \_\_\_\_\_

\* Because this information was not clearly stated on the **attached bill**, I have verified the above information with the utility company and noted it by service dates and one month amounts on the attached bill. \_\_\_\_\_ (caseworker initials).

**SAMPLE PAST DUE RENT LETTER**

(Insert LRO name and address here)  
(to be completed and signed by landlord)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Client's name and address)

Dear \_\_\_\_\_:

(Client)

You are behind in your rent which is due on the \_\_\_\_\_ day of each month, for the month/months of \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ /per month for a total of \$ \_\_\_\_\_ past due not including deposits, late fees or other fees.

To avoid further action, please pay this amount immediately.

I agree to accept Emergency Food and Shelter Program funds for one month's rent which was due on \_\_\_\_\_ (date).

Sincerely,

\_\_\_\_\_  
Landlord signature/address/phone number)

\_\_\_\_\_  
(Verified by case-worker)

**SAMPLE FIRST MONTH'S RENT LETTER**

(Insert LRO name and address here)  
(to be completed and signed by landlord)

\_\_\_\_\_  
(Date)

This is to confirm that \_\_\_\_\_ (name of family or individual) has/have arranged to rent an apartment/house from me at \_\_\_\_\_ (address of apartment/house), effective \_\_\_\_\_ (date). The amount of one month's rent is \$ \_\_\_\_\_ which does not include deposits or other fees and will be due on \_\_\_\_\_ (day/month/year). I agree to accept Emergency Food and Shelter Program funds for the payment of first month's rent.

Sincerely,

\_\_\_\_\_  
(Landlord signature/address/phone number)

\_\_\_\_\_  
(Verified by case-worker)



**SAMPLE CURRENT MONTH'S RENT LETTER**

*(Insert LRO name and address here)*

*(to be completed and signed by landlord)*

\_\_\_\_\_  
(Date)

This letter confirms that \_\_\_\_\_ (name of family or individual) rents property from me at \_\_\_\_\_ (address of apartment/house). The rent is due on \_\_\_\_\_ (date). The amount of one month's rent is \$ \_\_\_\_\_ which does not include deposits, late fees or other fees. I agree to accept Emergency Food and Shelter Program funds for the payment of this rent.

Sincerely,

\_\_\_\_\_  
(Landlord signature/address/phone number)

\_\_\_\_\_  
(Verified by case-worker)

## SAMPLE FOOD VOUCHER

LRO's Name and Address

\_\_\_\_\_, please allow  
(Store Name) (Address)

\_\_\_\_\_ to purchase up to \$\_\_\_\_\_ of food items only.  
(Client's/Purchaser's Name) (Dollar Amount)

The \_\_\_\_\_ will reimburse you upon receipt of a voucher signed by  
(LRO's name)

client/purchaser and store representative with an itemized register tape attached.

No alcohol. No lottery tickets. No cigarettes.

No non-food items (except diapers if marked below). No cash back.

|                                                                   |
|-------------------------------------------------------------------|
| Diapers: Yes <input type="checkbox"/> No <input type="checkbox"/> |
|-------------------------------------------------------------------|

\$\_\_\_\_\_  
Actual Amount Purchased)

\_\_\_\_\_  
(Signature, Purchaser/Client)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature, Store Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature, LRO Representative)

\_\_\_\_\_  
(Date)

*(Note: When submitting documentation to the National Board, if the voucher is filled out completely and all 3 signatures are present and dated, you do not need to submit the itemized food receipts. If not filled out completely or all signatures are not present, then the itemized food receipts must be included with the voucher.)*

### SAMPLE DAILY PER DIEM SCHEDULE

Local Board ID#: \_\_\_\_\_

LRO ID#: \_\_\_\_\_

(Name of the LRO mass shelter)

(Address of shelter)

[illegible]

GRAND TOTAL: \$ \_\_\_\_\_

\* Daily Per diem schedule must show a **daily** count.

### SAMPLE DAILY PER MEAL SCHEDULE

Local Board ID#: \_\_\_\_\_

LRO ID#: \_\_\_\_\_

\_\_\_\_\_  
(Name of the LRO mass feeding site)

\_\_\_\_\_  
(Address of feeding site)

| DATE<br>(month/day/year) | Number of<br>meals served | Per meal rate<br>(\$2) | TOTAL |
|--------------------------|---------------------------|------------------------|-------|
|                          |                           |                        |       |
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|                          |                           |                        |       |
|                          |                           |                        |       |

GRAND TOTAL: \$ \_\_\_\_\_

\* Daily Per meal schedule must show a **daily** count.

# SAMPLE MILEAGE LOG

Local Board ID# : \_\_\_\_\_

LRO ID#: \_\_\_\_\_

\_\_\_\_\_  
(Name of LRO)

\_\_\_\_\_  
(Address)

| Date<br>(month/day/year) | Departure, destination, purpose of trip<br>(each round trip) | Number of<br>miles | Mileage rate<br>(44.5¢/mi.) | Total |
|--------------------------|--------------------------------------------------------------|--------------------|-----------------------------|-------|
|                          |                                                              |                    |                             |       |
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|                          |                                                              |                    |                             |       |

GRAND TOTAL: \$ \_\_\_\_\_

## **PUBLICIZING/ADVERTISING ELEMENTS**

Local Boards must publicize/advertise in the local print media the availability of funds to inform and solicit applications from all agencies (including those on Native American reservations) providing or capable of providing emergency food and/or shelter assistance. Advertisements must include:

- Area funded/Local EFSP Board  
(Note: National Board selects only jurisdictions for funding and advertisement must not state that a specific agency has been awarded the grant);
- Source of funding;
- Award amount;
- Purpose of funding;
- Priorities/needs that Local Board will address;
- Criteria for eligible agencies;
- Contact name, address and/or phone number for application; and
- Deadline for applying (Local Boards must allow at least five business days after publication for interested agencies to apply.)

Advertisement must be prior to Local Board allocation of EFSP funds. See page 61 for sample advertisement.

Failure to advertise according to the National Board's requirements will result in a delay in processing the Local Board plan.

**Note:** All Local Boards must publicly advertise in the most broadly distributed local newspaper covering the jurisdiction. Failure to advertise properly will delay processing of the jurisdiction's board plan and subsequent payment of funds. (A press release is not sufficient unless publication can be verified.) When a news article cannot be obtained, a legal advertisement is acceptable.

In addition to the news article or legal advertisement, Local Boards may also directly notify agencies. Cable access television and radio may only be used to supplement the printed advertisement.

## **SAMPLE ADVERTISEMENT**

(Name of jurisdiction) HAS BEEN AWARDED FEDERAL FUNDS UNDER THE EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM.

(Name of jurisdiction) has been chosen to receive \$(award amount) to supplement emergency food and shelter programs in the county.

The selection was made by a National Board that is chaired by the Department of Homeland Security's Federal Emergency Management Agency and consists of representatives from American Red Cross; Catholic Charities, USA; National Council of the Churches of Christ in the U.S.A; The Salvation Army; United Jewish Communities and, United Way of America. The Local Board was charged to distribute funds appropriated by Congress to help expand the capacity of food and shelter programs in high-need areas around the country.

A Local Board made up of (the Mayor, United Way, et al.) will determine how the funds awarded to (name of jurisdiction) are to be distributed among the emergency food and shelter programs run by local service agencies in the area. The Local Board is responsible for recommending agencies to receive these funds and any additional funds available under this phase of the program.

Under the terms of the grant from the National Board, local agencies chosen to receive funds must: 1) be private voluntary non-profits or units of government, 2) have an accounting system, 3) practice nondiscrimination, 4) have demonstrated the capability to deliver emergency food and/or shelter programs, and 5) if they are a private voluntary organization, they must have a voluntary board. Qualifying agencies are urged to apply.

(Name of jurisdiction) has distributed Emergency Food and Shelter funds previously with (Names of LROs) participating. These agencies were responsible for providing (number) meals and (number) nights of lodging.

Public or private voluntary agencies interested in applying for Emergency Food and Shelter Program funds must contact (Local Board chair or staff name, address and/or phone number) for an application. The deadline for applications to be received is (application deadline date).

## **LOCAL BOARD CERTIFICATION FORM**

This certifies that the local private or governmental agencies selected as LROs reflected on the attached plan, have certified they meet the following criteria to receive funds for emergency food and shelter programs:

- Has the capability to provide emergency food and/or shelter services,
- Proposes to use funds to supplement or expand existing programs and services,
- Is nonprofit or an agency of government,
- Has an accounting system or fiscal agent/fiscal conduit approved by the Local Board, and will pay all vendors by LRO check, LRO vendor issued credit card or LRO debit card,
- Conducts an independent annual review/audit if receiving \$25,000 or more in EFSP funds, OMB Circular A-133 if receiving \$500,000 or more,
- Practices nondiscrimination (those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds),
- Has a private, not-for-profit voluntary board,
- Will provide all required reports and documentation, as requested, to the Local Board in a timely manner,
- Will expend monies only on EFSP eligible costs,
- Will spend all funds and close out the program by jurisdiction's selected end-of-program deadline,
- Has no known EFSP compliance exceptions in this, or any other jurisdiction,
- Has read, understands, and agrees to abide by the EFSP Responsibilities and Requirements Manual.

This also certifies that the Local Board agrees to or has complied with the following roles and responsibilities:

1. Invited National Board agencies and/or their local affiliates to participate on the Local Board. Has included a homeless or formerly homeless person as a member of the Local Board. Has included a Native American organization to participate on the Local Board where a federally recognized reservation lies in or encompasses the jurisdiction. Has considered adding additional board members to broaden community representation including special emphasis groups (e.g., elderly, families with children, Native American, veterans, and mentally and physically disabled).
2. Has elected a chair.
3. Has advertised locally via print media, the availability of funds. Has promoted the program to all agencies with the capacity to provide emergency food and/or shelter assistance, not just those represented on the Local Board, including those on Native American reservations.
4. Has held meetings to determine which local private or public agencies should receive grants and the amount of grants, will monitor expenditures of funds and eligible cost compliance at the local level, and will ensure all funds are properly spent before the jurisdiction's spending end date.
5. Has secured and retained all signed LRO certification forms.
6. Has established a written appeals process for participation or funding by funded or non-funded agencies.



7. Has submitted Local Board Certification Form with Local Board Plan (including LRO pages) and Board Roster to the National Board by the specified deadline.
8. Will provide technical assistance on EFSP guidelines and requirements.
9. Will ensure that each LRO has read, understands, and agrees to abide by the EFSP Responsibilities and Requirements Manual.
10. Will coordinate with state agencies that administer food, utility, and other Federal assistance programs.
11. Will reallocate funds within a jurisdiction or LRO, as necessary, (e.g., from food to shelter). If funds are transferred from one LRO to another, will notify the National Board and affected LROs in writing as promptly as possible or before July 31, 2007.
12. Understands that if deadline dates given by the National Board to Local Board and LROs for the submission of second payment, EFT forms, reallocations, and resolution of compliance problems are not met, that the remaining unpaid funds for the jurisdiction will be reclaimed by the National Board.
13. Will submit final reports to the National Board on expenditures and LRO's programs within 45 days after jurisdiction's selected end-of-program date.
14. Will ensure that any funds unspent (\$5.00 or more) at end-of-program are promptly returned to the National Board.
15. Will retrieve and review for accuracy all final reports for LROs and documentation for specified LROs and will forward to the National Board. Will require fund reimbursements from the LROs in the event of expenditures violating the eligible costs under this award.
16. Will remain in operation until all program and compliance requirements of the National Board have been satisfied.
17. Will retain all records related to the program for three years from the end-of-program date.

The Local Board certifies that public notice of availability of these funds appeared in print in the \_\_\_\_\_ (local newspaper) and was read on \_\_\_\_\_ (local radio/TV) on \_\_\_\_\_, 2006/2007.

This Local Board will meet: \_\_\_\_ quarterly or \_\_\_\_ semiannually (select one). We understand that if meeting semiannually, copies of meeting minutes must be included with the Phase 25 final report.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair (print name)

\_\_\_\_\_  
Local Board ID#

\_\_\_\_\_  
Chair (Signature)

**NOTE:** Please indicate below at least one alternate authorized signature which is acceptable for processing your jurisdiction's paperwork (i.e., Local Board Plans, Second Payment Requests, etc.) to be used in the absence of the Local Board Chair.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position w/Local Board

\_\_\_\_\_  
Position w/Local Board

## **LOCAL RECIPIENT ORGANIZATION CERTIFICATION FORM**

(To be retained by Local Board)

As a recipient of Emergency Food and Shelter National Board Program funds made available for Phase 25 and as the duly authorized representative of \_\_\_\_\_, I certify that my public or private organization: \_\_\_\_\_ (NAME OF LRO)

- Has the capability to provide emergency food and/or shelter services,
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Has an accounting system, and will pay all vendors by LRO check, LRO vendor issued credit card or LRO debit card,
- Will conduct an independent annual review/audit if receiving \$25,000 or more in EFSP funds,
- Understands that cash payments (including petty cash) are not eligible under EFSP,
- Has a Federal Employer Identification Number (FEIN),
- Practices non-discrimination (LROs with a religious affiliation will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling with Federal funds),
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 25 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required reports to the Local Board in a timely manner; (e.g., Second Payment/Interim and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after end of program,
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds to the National Board (\$5.00 or more; make checks payable to United Way of America/Emergency Food and Shelter National Board Program),
- Will provide complete documentation of expenses to the Local Board, if requested, no later than one month following my jurisdiction's selected end-of-program date,
- Will comply with the Office of Management and Budget Circular A-133 if expending \$500,000 or more in Federal funds,
- Will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving \$100,000 or more in EFSP funds, if applicable, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

Please check ☒ Have read, understand and agree to abide by the EFSP Responsibilities and Requirements Manual.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

LRO ID#: \_\_\_\_\_ FEIN#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

## **FISCAL AGENT/FISCAL CONDUIT AGENCY RELATIONSHIP CERTIFICATION FORM**

(To be retained by Local Board and Fiscal Agent/Fiscal Conduit)

As a recipient (through the fiscal agent/conduit noted below) of Emergency Food and Shelter National Board Program funds made available for Phase 25 and as the duly authorized representative of \_\_\_\_\_, I certify that my public or private agency:

(NAME OF AGENCY)

- Has the capability to provide EFSP services,
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Has fiscal agent/fiscal conduit approved by the Local Board:  
\_\_\_\_\_ (Name of Fiscal Agent/Fiscal Conduit),
- Practices non-discrimination (if an LRO with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing in any program receiving EFSP funds),
- Has a Federal Employer Identification Number (FEIN),
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 25 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required information to the Fiscal Agent/Fiscal Conduit,
- Will incur expenses for eligible program costs and will submit complete documentation on all expenditures to the Fiscal Agent/Fiscal Conduit for payment to the vendors,
- Will spend all funds and close-out the program by the jurisdiction's selected end-of-program date, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

**Please check ? Have read, understand, and agree to abide by the EFSP Responsibilities and Requirements Manual.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LRO ID#: \_\_\_\_\_

FEIN#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

## **REALLOCATIONS**

Local Boards may decide to reallocate funds **within** their jurisdiction. Funds may be reallocated locally at any time during the program spending period. When funds are reallocated from one LRO to another, the Local Board must inform both the National Board and affected LROs in writing.

If the funds to be reallocated have already been paid to LROs in the jurisdiction, the funds must be transferred locally. This is a "Local Reallocation". In this case, the LRO whose funds are being reallocated must write a check to the LRO receiving the funds. If the National Board has not paid out the funds, payments will be issued to the appropriate LRO as requested by the Local Board. This is a "National Reallocation".

Local Boards may not reallocate funds to any LRO with an outstanding compliance problem in any jurisdiction in which they have received funds in any phase.

Local Boards may reallocate funds to new LROs, which must be approved by the National Board. Reallocations may not be made to new LROs after May 31, 2007. **This is the last date to add new LROs.** Prior to a new LRO receiving funds the Local Board must provide the Federal Employer Identification Number (FEIN).

On the following page is the preferred format to use when informing the National Board of reallocations. When completing the form, please indicate if the funds are being transferred locally or if they are to be issued by the National Board. If a portion of the funds are being reallocated locally and another portion nationally, separate reallocation forms must be completed. The LROs involved must be listed by their LRO number and their agency name and the action being taken.

## Emergency Food and Shelter Program

### REALLOCATIONS (Phase 25)

Funds to be transferred locally \_\_\_\_\_ (These funds have already been paid to the LRO)  
Funds to be issued by National Board \_\_\_\_\_ (These funds have not yet been paid to LRO)  
Jurisdiction Name/State: \_\_\_\_\_  
Local Board ID#: \_\_\_\_\_ Date: \_\_\_\_\_  
LRO Name: \_\_\_\_\_ LRO ID#: \_\_\_\_\_

\_\_\_\_\_ Take funds away from this LRO  
\_\_\_\_\_ Give funds to this LRO

#### Amount to be Reallocated

|                    |       |
|--------------------|-------|
| Served meals       | _____ |
| Other food         | _____ |
| Mass shelter       | _____ |
| Other shelter      | _____ |
| Supplies/equipment | _____ |
| Emergency repairs  | _____ |
| Rent/Mortgage      | _____ |
| Utilities          | _____ |
| Administration     | _____ |
| Total              | _____ |

=====

LRO Name: \_\_\_\_\_ LRO ID#: \_\_\_\_\_  
\_\_\_\_\_ Take funds away from this LRO  
\_\_\_\_\_ Give funds to this LRO

#### Amount to be Reallocated

|                    |       |
|--------------------|-------|
| Served meals       | _____ |
| Other food         | _____ |
| Mass shelter       | _____ |
| Other shelter      | _____ |
| Supplies/equipment | _____ |
| Emergency repairs  | _____ |
| Rent/Mortgage      | _____ |
| Utilities          | _____ |
| Administration     | _____ |
| Total              | _____ |

Local Board Chair's Approval: \_\_\_\_\_  
This form may either be faxed to (703) 706-9677 or mailed to the National Board. Only one option is necessary.

## **CERTIFICATION REGARDING LOBBYING**

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
LRO Name

\_\_\_\_\_  
LRO ID number

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Date

NOTE: Standard Form LLL and instructions are available from the National Board office.

## **GLOSSARY OF EFSP TERMS**

**Award:** the dollar amount allocated to either a jurisdiction as a whole or an individual LRO.

**Begin Date:** the date the LRO can start charging expenses to the program.

**Closeout:** the process by which the National Board determines that all applicable administrative actions and all required work of the award have been completed.

**Disallowed costs:** see ineligible costs.

**Documentation:** canceled checks, invoices, per diem schedules, vouchers, letters, mileage logs or schedules, etc. to support expenditures.

**End Date:** the date by which all funds must be expended.

**Final Report:** annual report filed by each Local Board and LRO of expenditures of program funds.

**Fiscal Agent:** an LRO that maintains all EFSP financial records for another agency.

**Fiscal Conduit:** an LRO that maintains all EFSP financial records for more than one other agency under a single award.

**Ineligible costs:** charges made against EFSP funds that the National Board determines to be ineligible costs in accordance with the legislation.

**Jurisdiction:** city, county or combination receiving funds through EFSP.

**Local Board:** decision making body for each jurisdiction.

**Local Board ID number (#):** the unique number which identifies each Local Board.

**Local Board Chair:** elected head of the Local Board authorized to sign documents on behalf of the jurisdiction.

**Local Board Contact:** person in a jurisdiction serving as the primary point of contact.

**LRO (Local Recipient Organization):** refers to the local private or public agency that will receive any award of funds from the National Board.

**LRO ID number:** the unique number, which identifies each LRO within a jurisdiction.

**Manual (Responsibilities and Requirements):** the written rules and regulations for the Emergency Food and Shelter Program.

**Mass Feeding:** preparation and serving of congregate meals for clients in a program operated by an LRO.

**Mass Shelter:** a facility that has the capacity to provide accommodations for at least 5 clients per night at a single site operated by the LRO.

**National Board:** the governing body responsible for the administration of the EFSP.

**Phase:** the grant cycle.

**Phase Spending Period:** the period of time which a jurisdiction has to spend its entire EFSP award. The spending period may vary for each jurisdiction.

**Second Payment/Interim Report:** the form necessary for the LRO to submit to the Local Board and National Board for release of their second half of an award which reflects their program spending.

**State Set-Aside (SSA) Committee:** the decision making body for each state receiving funds to award to jurisdictions with a need not reflected or greater than reflected in the statistics used by the National Board.

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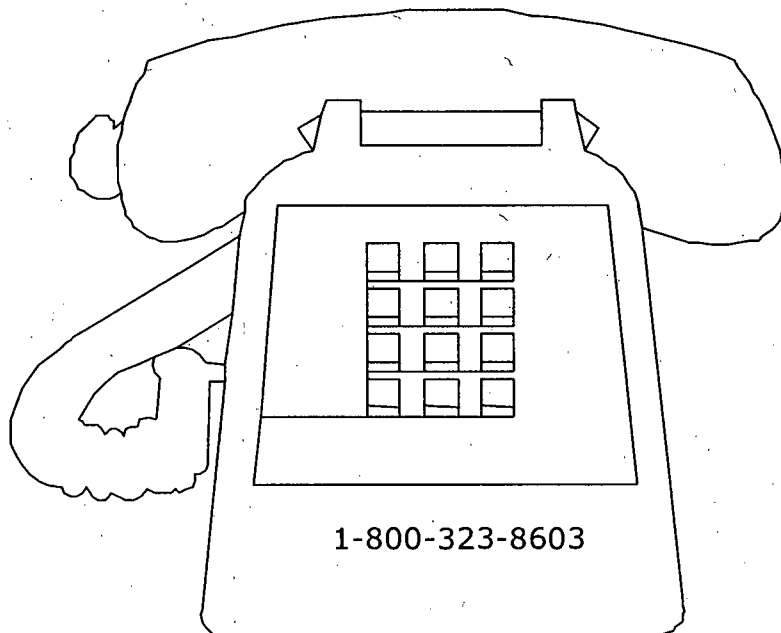
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**U.S. DEPARTMENT OF HOMELAND SECURITY/  
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245 Murray Drive, SW  
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Washington, DC 20528**

**CRD Work Plan**  
**Low-Income Rental Housing Fund (LIRHF)**  
**Program Period: 07-01-07 to 06-30-09**  
**Program Specific Questions**

Attachment E

**OHCS Contact: Mary Gentry**  
**Telephone: (503) 986-2117**  
**E-mail: [mary.gentry@hcs.state.or.us](mailto:mary.gentry@hcs.state.or.us)**

Click on the links below for supporting documentation:

OAR 813.049

Monitoring Compliance Manual

**1. AGENCY CONTACT INFORMATION:**

AGENCY NAME: Multnomah County  
PROGRAM COORDINATOR: Tiffany V. Kingery  
Telephone Number: 503.988.6295 extension 22728  
E-mail: [tiffany.v.kingery@co.multnomah.or.us](mailto:tiffany.v.kingery@co.multnomah.or.us)  
Hours of operation for this program: Monday-Friday 8am-5pm  
NAME OF PERSON COMPLETING THIS WORKPLAN: Tiffany V. Kingery  
Please provide a brief overview of the program(s) funded with LIRHF dollars:  
Short Term Rent Assistance

**2. SUBRECIPIENTS: Partners awarded funding for services:**

Agency Name: Housing Authority of Portland (HAP)  
Contact: Rachel Rosenthal Devlin  
Address: 135 SW Ash Street Portland, OR 97204  
Phone: 503.802.8597  
Fax: 503.802.8330  
E-mail: [RachelD@hapdx.org](mailto:RachelD@hapdx.org)  
Hours of operation for this program: Monday-Friday 8am-5pm  
What Geographical area does this program serve: Multnomah County

Agency Name: Bradley Angle House  
Contact: Karla McFarland  
Address: P.O. Box 14694 Portland, Oregon  
Phone: 503-289-6869  
Hours of Operation for this Program: Monday-Friday 8am-5pm

Agency Name: Catholic Charities/El Programa Hispano  
Contact: Doug Alles  
Address: 231 SE 12th Avenue, Portland Oregon  
Phone: 503-669-8350  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: Friendly House  
Contact: Vaune Albanese  
Address: 2617 NW Xavier St., Portland, Oregon  
Phone: 503-228-4335  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: Human Solutions  
Contact: Jean Demaster  
Address: 12350 SE Powell Blvd, Portland Orgeon  
Phone: 503-548-0200 503-988-4531  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: NAYA  
Contact: Nicole Maher  
Address: 5135 NE Columbia Blvd, Portland Oregon  
Phone: 503-288-8177  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: Neighborhood House  
Contact: Rick Nitti  
Address: 7780 SW Capitol Hwy 503-246-1663  
Phone: 503-246-1663  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: Portland Impact  
Contact: Susan Stoltenberg  
Address: 10055 E. Burnside, Portland Oregon  
Phone: 503-988-6000  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: Raphael House  
Contact: Teri Lorenzen  
Address: 4110 SE Hawthorne Blvd, Portland, Oregon  
Phone: 503-222-6507  
Hours of Operation for this Program: Monday-Friday 8-5 pm

Agency Name: Self Enhancement Inc.  
Contact: Michael Ware  
Address: 3920 North Kerby Ave Portland, Oregon  
Phone: 503-285-0493  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: West Women's Shelter  
Contact: Patricia Moore  
Address: P.O Box 2398, Portland Oregon  
Phone: 503-224-7718  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: YWCA Safehaven  
Contact: Kathryn Cooney  
Address: 1111 SW 10th Avenue  
Phone: 503-535-3266  
Hours of Operation for this Program: Monday-Friday 8-5pm

Agency Name: YWCA Yolanda House  
Contact: Kathryn Cooney  
Address: 1111 SW 10th Avenue  
Phone: 503-535-3266  
Hours of Operation for this Program: Monday-Friday 8-5pm

3. MONITORING:

If your agency/subrecipient is a Housing Authority, how do you assure that you/they are not receiving LIRHF funds for the purpose of defraying the cost of rents on property *owned or actively managed* by a housing authority?

Agencies have been instructed per contracting that they cannot use LIRHF for households living in Housing Authority buildings. Compliance is verified through annual program monitoring.

4. HOUSEHOLD ELIGIBILITY:

A. In determining eligibility, what time period do you use (for example, last 30 days, current, calendar month, projected time etc.)?

The last 30 day time period is used to determine eligibility.

B. What documents do you use for verification?

The following documents are used for verification: employment verification letters, checks stubs, government documents (DHS TANF statement, etc), and/or a zero income statement signed by the client.

C. Are these documents copied and kept in the client's file?

Yes.

D. How often is eligibility recertified?

Eligibility is recertified monthly.

5. SERVICES PROVIDED:

BUDGET - Please see Excel Attachment 1

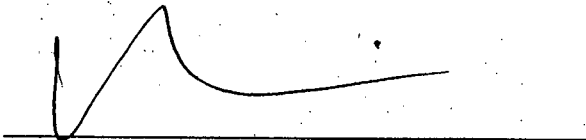
6. SELF SUFFICIENCY:

Describe your Self Sufficiency component:

The unified rent assistance program model administered by HAP significantly improves the effectiveness of rent assistance services throughout the County. Rent assistance is an effective tool for preventing and ending homelessness. Without safe, stable housing, a household will never achieve self-sufficiency. With housing secured, households maximize their ability to turn their attention to the other challenges to self-sufficiency they may face.

**AGENCY DIRECTOR CERTIFICATION**

This LIRHF Application was reviewed and approved by the Agency Director.



Signature of Agency Director

3/22/07  
Date

**PROGRAM COORDINATOR CERTIFICATION**

This LIRHF Application was reviewed and approved by the Program Coordinator.

\_\_\_\_\_  
Signature of Program Coordinator

\_\_\_\_\_  
Date

## Grant Program and Compliance Requirements

| Grant                                                 | Acronym   | State, federal, or private | Federal Agency (if applicable) | CFDA (if reported as federal)<br><a href="http://www.cfd.gov">http://www.cfd.gov</a> | Federal laws or state statutes                                                        | Federal regulations or State rules                                                      | State plan | Guidelines<br><br>[ In addition to applicable guidelines and directives, issued from time to time by OHCS Including but not limited to, Approved Work Plans and Program Budgets] |
|-------------------------------------------------------|-----------|----------------------------|--------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OHCS – Special Purpose Grant Funds                    | OHCS      | S                          |                                | NONE                                                                                 | <u>ORS 458.505; 456.625</u>                                                           |                                                                                         | N          | Work Plan and Program Budget                                                                                                                                                     |
| Bonneville Power Administration - WX                  | BPA       | F                          | Use DOE – Department of Energy | “Use 81.X02”                                                                         | <u>42 U.S.C. 6851-6872</u><br><u>42 U.S.C. 7101</u><br><br><u>ORS 458.505-485.515</u> | <u>“WAPTAC Rules and regulations”</u>                                                   | Y          | <u>“Weatherization Assistance State Plan”</u><br>(Reported as Federal and Follows Federal DOE Guidelines Use 81.X02 CFDA)<br>Any BPA Rules                                       |
| Community Food & Nutrition Program                    | CFNP      | F                          | HHS                            | <u>93.571</u>                                                                        | <u>42 U.S.C. 9922</u><br><u>ORS 458.525 – 458.545</u>                                 | <u>45 CFR 16; 45 CFR 74;</u><br><u>45 CFR 96</u><br><br><u>OAR 813-210-0000 et seq.</u> | Y          |                                                                                                                                                                                  |
| SHP – Continuum of Care                               | SHP-COC   | F                          | HUD                            | <u>14.235</u>                                                                        | <u>42 U.S.C. 11381-11389</u>                                                          | <u>24 CFR 583</u>                                                                       |            | HUD SHP Desk Guide                                                                                                                                                               |
| Community Development Block Grant – Continuum of Care | CDBG-COC  | F                          | HUD                            | <u>14.228</u>                                                                        | <u>42 U.S.C. 5301 -5321</u>                                                           | <u>24 CFR Part 570</u>                                                                  |            | “Grant Application Submission”                                                                                                                                                   |
| Community Services Block Grant                        | CSBG      | F                          | HHS                            | <u>93.569</u>                                                                        | <u>42 U.S.C. 9901-9926</u>                                                            | <u>45 CFR 16; 45 CFR 74;</u><br><u>45 CFR 96</u>                                        |            |                                                                                                                                                                                  |
| Community Services Block Grant- Discretionary         | CSBG-DISC | F                          | HHS                            | <u>93.570</u>                                                                        | <u>42 U.S.C. 9901-9926</u>                                                            | As Published in the Federal Register                                                    |            |                                                                                                                                                                                  |
| Commodity Supplemental Food Program                   | CSFP      | F                          | Department of Agriculture      | <u>10.565</u>                                                                        | <u>7 U.S.C. 612c</u>                                                                  | <u>7 CFR 247</u>                                                                        | Y          | “CSFP State Plan Guidance”                                                                                                                                                       |

## Grant Program and Compliance Requirements

|                                                                    |       |   |                                      |               |                                                     |                                                                                                                                                                 |   |                                                                                                                               |
|--------------------------------------------------------------------|-------|---|--------------------------------------|---------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------|
| Department Of Energy (WX)                                          | DOE   | F | DOE –<br>Department<br>of Energy     | <u>81.042</u> | <u>42 U.S.C. 6851-6872</u><br><u>42 U.S.C. 7101</u> | <u>"WAPTAC Rules and<br/>regulations"</u>                                                                                                                       | Y | <u>"Weatherization Assistance State<br/>Plan"</u>                                                                             |
| Emergency Housing<br>Assistance                                    | EHA   | S | NONE                                 | NONE          | <u>ORS 458.505 and</u><br><u>ORS 458.620</u>        | <u>OAR 813-046-0000 et</u><br><u>seq.</u>                                                                                                                       | N |                                                                                                                               |
| Emergency Shelter<br>Grant Program                                 | ESGP  | F | HUD                                  | <u>14.231</u> | <u>42 U.S.C. 11371-11378</u>                        | <u>24 CFR Part 576</u><br><u>OAR 813-145-0000 et</u><br><u>seq.</u>                                                                                             | Y | <u>"Consolidated State Plan"</u><br><u>"Emergency Shelter Grants</u><br><u>(ESG)Program Desk Guide"</u>                       |
| Food Distribution Program<br>Indian Reservations                   | FDPIR | F | Department<br>of<br>Agriculture      | <u>10.567</u> | <u>Public Law 104-193</u>                           | <u>7 CFR 253; 7 CFR 250</u>                                                                                                                                     | N |                                                                                                                               |
| General Fund Food Grant                                            | GFFG  | S | NONE                                 | NONE          | <u>ORS 458.525 – 458.545</u>                        | <u>OAR 813-250</u>                                                                                                                                              |   |                                                                                                                               |
| LIEAP Low-Income Home<br>Energy Assistance Program                 | LIEAP | F | HHS                                  | <u>93.568</u> | <u>42 U.S.C. 8621</u><br><u>ORS 458.505</u>         | <u>CFR 45 Part 96 OAR</u><br><u>813-200-000 et seq.</u><br><u>(Wx only 813-205-0000</u><br><u>et seq.)</u>                                                      | Y | <u>"Low-Income Energy Assistance Plan"</u>                                                                                    |
| Oregon Energy Assistance                                           | OEA   | S | NONE                                 | NONE          | <u>ORS 757.612</u>                                  | NONE                                                                                                                                                            | N | Energy Assistance Operations Manual<br>(LIEAP & OEAP)                                                                         |
| Petroleum Violation Escrow                                         | PVE   | F | Use DOE –<br>Department<br>of Energy | NONE          | <u>42 U.S.C. 6851-6872</u><br><u>42 U.S.C. 7101</u> | <u>"WAPTAC Rules and<br/>regulations"</u>                                                                                                                       | Y | <u>Weatherization Assistance State Plan</u><br><br>(Reported as Federal and Follows<br>Federal Guidelines Use 81.X18<br>CFDA) |
| State Homeless Assistance<br>Program                               | SHAP  | S | NONE                                 | NONE          | <u>ORS 458.505</u>                                  | <u>OAR 813-240-0000 et</u><br><u>seq.</u>                                                                                                                       |   |                                                                                                                               |
| Temporary Emergency<br>Food Assistance Program<br>(Administration) | TEFAP | F | Department<br>of<br>Agriculture      | <u>10.568</u> | <u>42 U.S.C. 7501-7516</u>                          | <u>7 CFR 251; refer to</u><br><u>7CFR 250 for applicable</u><br><u>provisions on commodity</u><br><u>handling.</u><br><u>OAR 813-220-0000 et</u><br><u>seq.</u> | Y |                                                                                                                               |



## Grant Program and Compliance Requirements

Page 3 of 3

|                                                                          |           |   |                           |               |                            |                                                                                                                                 |   |                                                  |
|--------------------------------------------------------------------------|-----------|---|---------------------------|---------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------|---|--------------------------------------------------|
| Temporary Emergency Food Assistance Program (Program)                    | TEFAP     | F | Department of Agriculture | <u>10.569</u> | <u>42 U.S.C. 7501-7516</u> | <u>7 CFR 251</u> ; refer to <u>7CFR 250</u> for applicable provisions on commodity handling.<br><u>OAR 813-220-0000 et seq.</u> | Y |                                                  |
| Home Investments Partnerships Program (HOME)                             | HOME TBA  | F | HUD                       | <u>14.239</u> |                            | <u>24 CFR Part 92</u>                                                                                                           | Y | <u>"Consolidated State Plan"</u>                 |
| Low Income Rental Housing Fund                                           | LIHRF     | S | NONE                      | NONE          | <u>ORS 458.350-458.460</u> | <u>OAR 813-049-0000 et seq.</u>                                                                                                 |   |                                                  |
| ECHO (WX)                                                                | ECHO      | S | NONE                      | NONE          | <u>ORS 757.612</u>         | NONE                                                                                                                            | N |                                                  |
| Housing Stabilization Program (TANF-HSP)                                 | HSP       | F | HHS                       | <u>93.558</u> | <u>42 U.S.C. 7</u>         | <u>OAR 813-051-0000 et.seq.</u>                                                                                                 |   |                                                  |
| Williams Settlement                                                      | WILLIA MS | S | NONE                      | NONE          |                            |                                                                                                                                 |   | Program Guidelines Document                      |
| Duke & El Paso Settlement Funds (Energy Assistance, Wx, Case Management) | DEP       | S | NONE                      | NONE          |                            |                                                                                                                                 | N | Interagency Agreements with the Dept. of Justice |

Subgrantee's under this Agreement must comply with the OMB Circulars which apply to their type of entity.

OMB Circulars (click on your type of entity)

**Public Service Agency:** Multnomah County **Date:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

| LIRHF Recipient<br>(1) | Grant Award<br>(2) | Amount Requested To Date<br>(3) | Balance Remaining<br>(4) | Current LIRHF Request<br>(5) | Deposit/<br>Month Of<br>Payment<br>(6) |
|------------------------|--------------------|---------------------------------|--------------------------|------------------------------|----------------------------------------|
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
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|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 |                          |                              |                                        |
|                        |                    |                                 | TOTAL Request ➡          |                              |                                        |

Round off to the nearest dollar amount

**Low Income Rental Housing Fund  
Subgrantee Manual**

**July 2001**

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**Program Administration Josie Saldaña-Truong**

**503/986-2101**

**[josie.truong@hcs.state.or.us](mailto:josie.truong@hcs.state.or.us)**

**Request Processing**

**503/986-2099**

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## ***Chapter One Overview of the LIRHF Program***

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## ***Chapter Two Program Administration***

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## ***Chapter Three Program Implementation***

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## ***Chapter Four Ongoing Program Administration***

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## ***Attachments & References***

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### ***List of Attachments***

- A LIRHF Application Form***
- B Authorization to Release Information***
- C Low Income Rental Housing Fund Contract***
- D Applicant Notification***
- E Evaluation of LIRHF Applications***
- F LIRHF Request for Funds***
- G LIRHF Self Sufficiency Report***

### ***List of References***

- 1 Income Inclusions and Exclusions***
- 2 Low Income Rental Housing Fund Assistance Coupon***

## **LIRHF**

**LIRHF** can cover only rent and refundable security deposits. (No cleaning, key or other deposits, no mortgage)

- "When the Tenant moves out, any reimbursement of the deposit that is due from the landlord under state and local laws will be paid to the Tenant."
- We do not accept amounts with cents...only whole dollar amounts please.
- Multnomah County shall be the named Public Service Agency (PSA). Sub-grantee/ agency name can be put in parentheses. (Attachment B, C & F)
- On the Request For Funds form (Attachment F), put the security deposit and the initial rent payment on separate lines.
- Household qualifies if annual gross income does not exceed 50% of area median income.
- Completed packets including rental agreement along with Clearinghouse Intake Form must be submitted before Clearinghouse will process for payment. Payment to landlord can take 2-3 weeks.

### **Suggested LIRHF Process**

1. Does household have a housing plan that will resolve housing crisis with allowable funds?
2. Is household eligible for LIRHF?
  - a. Income
  - b. Not in HAP owned building
3. Is landlord willing to sign contract?
4. Can landlord wait 2-3 weeks for payment?  
(Complete Attachment D – Applicant Notification)

If yes to #1-4:

5. Complete LIRHF packet, including client signature on release of information. (Attachment B)
6. FAX or mail contract to landlord to review, and send back with copy of lease
7. Make sure rent on lease corresponds with contract rent.
8. Make a copy of LIRHF packet
9. Complete Clearinghouse Intake form and call in request to Clearinghouse
10. Submit intake form and original LIRHF packet to Clearinghouse
11. County staff will review packet, sign contract, and fax a signed contract (page 7 of 7) back to agency for agency file. Please write your fax number on page 7 or on the cover sheet)
12. If LIRHF contract extends beyond one month, agency adds payments to original intake form, call in each addition payments monthly, and submits copies of intake form until LIRHF is completed. It is recommended calling in additional payments mid-month so payment arrives on time.

Assign agency staff to track funds.

# ***Chapter One***

## **OVERVIEW OF THE LIRHF PROGRAM**

### **WHAT IS LOW INCOME RENTAL HOUSING FUND ASSISTANCE (LIRHF)?**

The Low-Income Rental Housing Fund (LIRHF) program gives a Subgrantee a tool for assisting very low-income renters. LIRHF enables an eligible tenant to receive rental assistance for a unit of their own choosing, provided the unit meets basic program requirements.

To receive LIRHF, interested tenants apply to the Subgrantee or its designee. The application enables the Subgrantee to determine first, whether the applicant is eligible to participate in the program, and then, how much assistance the tenant needs. As a Subgrantee, you need to inform the tenant of the amount of assistance for which they are eligible.

The tenant can begin looking for a new rental unit or may request approval to receive assistance in its current unit. If the Subgrantee approves the unit, a "tenant share" (if any) and "Subgrantee share" of the rent are calculated. The tenant and the owner sign a lease/rental agreement and the Subgrantee signs a contract with both the owner and the tenant. Each month, the Subgrantee uses LIRHF to pay its share of the rent to the owner.

### ***Self-Sufficiency Component***

LIRHF recipients are required to participate in a needs assessment as a condition of assistance. If there is a need, the Subgrantee will develop a self-sufficiency plan based upon an assessment of the tenant's needs.

The plan must be in writing and both the Subgrantee and the tenant must sign off on the plan. The goals to address the household's needs must be stated in the self-sufficiency plan. In addition, the activities to accomplish each goal and the timeline for each activity needs to be included. A copy must be placed in the tenant's file.

The outcomes of the self-sufficiency efforts must be documented on the Client Situation Change database of the Omni Plan. The Client Situation Change database measures the change in specific areas that impact the self-sufficiency of a household. The database information needs to be transmitted on a quarterly basis to OHCS (end of September, December, March, and June).

### **ELIGIBLE PARTICIPANTS**

To participate, a tenant must be part of a **very low- income household**. A tenant household qualifies as very-low income if its *annual gross income* does not exceed 50 percent of the area median income. The income of a participating household must be verified and documented before assistance is provided and re-examined annually thereafter. Income limits are established by tenant size and revised annually by HUD. Current income limits may be obtained from Oregon Housing and Community Services (Department).

The Subgrantee must use the Section 8 definition of annual income found at 24 CFR Part 5. For detailed guidance on calculating annual income using the Section 8 definition, refer to Reference 1: Income Inclusions and Exclusions.

A family cannot receive LIRHF if they are receiving rental assistance under another Federal program, or a state or local rental assistance program, if the LIRHF subsidy would result in duplicate subsidies.

### **ELIGIBLE USES OF ASSISTANCE**

LIRHF may be used (1) to provide rental assistance to help pay the cost of monthly rent, and (2) to pay refundable security deposits.

The Subgrantee may provide security deposit assistance to a tenant regardless of whether the Subgrantee is providing ongoing low-income rental housing assistance. Although offering only a security deposit assistance program enables the Subgrantee to serve more tenants, this approach may not enable the Subgrantee to serve those most in need. To adequately serve some very low-income tenants, the Subgrantee may need to provide maximum rental and deposit assistance.

### **INELIGIBLE USES OF LIRHF**

LIRHF cannot be used to:

- Assist tenants in rental units that are owned or actively managed by the housing authority.
- Assist resident owners of cooperative housing that qualifies as home ownership housing. A tenant who is renting from a cooperative unit owner may however, use LIRHF.
- Provide LIRHF to homeless persons for overnight or temporary shelter. The LIRHF subsidy must be sufficient to enable the homeless person to rent a transitional or permanent housing unit that is "habitable" pursuant to ORS 90.320.

### **LIMITATIONS ON THE AMOUNT OF SUBSIDY PROVIDED**

- Security deposits must be "reasonable" (e.g., not more than two month's rent) and consistent with local market practices.
- Each subsidy contract can cover up to 6 months plus a prorated period, if applicable. However, assistance on behalf of an individual tenant can be extended under subsequent contracts if the Subgrantee continues to administer a LIRHF program and has funds available.

### **ELIGIBLE UNITS**

Units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units in the project or neighborhood.

The Subgrantee may require that eligible LIRHF participants use their LIRHF assistance within their jurisdiction.

### **PROTECTION FOR TENANT**

#### **Termination of Tenancy**

Owners of rental property must comply with Oregon landlord tenant laws. The Subgrantee may continue to assist the tenant in another unit, if an eviction occurs. The Subgrantee may also elect not to continue the LIRHF assistance with the tenant if the Subgrantee can certify that the tenant is not in compliance with the local LIRHF program or self-sufficiency plan.

The Subgrantee must develop a written policy, available for the tenant's review that describes when LIRHF assistance may be terminated. The policy must address how any termination of tenancy will affect the

tenant's LIRHF assistance and in what circumstances would LIRHF assistance be approved/not approved to continue after a move to another rental unit.





## ***Chapter Two***

### ***FAIR HOUSING COMPLIANCE***

Compliance with fair housing rules requires that the Subgrantee consider both the intent and the effect of their tenant selection policies and procedures.

Before a local preference is implemented, the Subgrantee should analyze the pool of applicants that is likely to receive assistance using the preference to confirm that the preference will not result in discrimination based on race, color, religion, sex, national origin, handicap, or familial status. For example, if a Subgrantee gives preference to applicants who participate in a training program, the Subgrantee must confirm that the selection process for the training program is not discriminatory.

For most jurisdictions, the application of a local preference is unlikely to have a discriminatory effect because the population within the jurisdiction is diverse and includes persons from a variety of racial and ethnic groups, families of varying sizes, and individuals with disabilities. The Department's monitoring of the effect of any local preference will include an analysis of:

- The extent to which the Subgrantee applies its preference consistently.
- The degree to which the demographic characteristics of persons served and those on the waiting lists is consistent with the demographic characteristics of eligible tenants in the housing market area. (Although a perfect correlation is not expected, a wide discrepancy would be cause for concern and additional analysis.)

### ***PROGRAM ADMINISTRATION***

- The extent to which the Subgrantee has demonstrated a commitment to fair housing in program outreach and other public information activities (i.e., as a minimum, the identification of and special outreach to those tenants who are least likely to apply for assistance, and use of the fair housing logo and language on advertisements and other public information documents).
- Whether any discrimination complaints have been made and the outcomes of those complaints.

### ***Marketing and Outreach Activities***

#### ***Outreach to Eligible Tenants***

The Subgrantee's marketing approach should address: (1) *how* the program will be announced (e.g., which media and other sources); (2) *where* applications will be taken (e.g. at one site or more); (3) *when* applications will be accepted (e.g., daily, during normal working hours or extended hours for a specified period); and (4) the method for taking applications (e.g., in person, by mail).

Generally, the demand for rental assistance is far greater than available resources. As a result, a public announcement of the availability of LIRHF in newspapers and other media of general circulation usually provide an ample supply of applicants. However, the Subgrantee also has an obligation to assure that information about the program reaches the broadest possible range of potentially qualified applicants.

To further fair housing objectives, the Subgrantee should identify those tenants that have been determined to be "least likely to apply," and determine what special outreach activities will ensure that this population is fully informed about the program. The Subgrantee should work with the PHA to assure that all marketing initiatives and materials adequately reflect the availability of LIRHF assistance.

### ***Written Tenant Selection Policy***

The Subgrantee may elect to establish their own preference for selecting families for rental assistance. Subgrantee may elect to serve on a first-come, first-served basis; follow the old federal preference standards; or develop local criteria that must be consistent with the purpose of providing housing to very low-income families.

### **Written Policy**

Tenants must be selected in accordance with written tenant selection policies and criteria. A written tenant selection policy must be submitted with the Subgrantee's biennial Omni Plan for Department review and approval.

When developing tenant selection policies, the Subgrantee must consider how the criteria will impact fair housing efforts. Selection policies must not discriminate against any persons on the basis of race, color, religion, sex, national origin, handicap or familial status.

The written policy should be specific and include:

- Whether you will be accepting and reviewing applications on a first-come first-served basis or will be ranking

applications to serve those tenants identified as most in need.

- Which of the two preference approaches will be used; one preference, or order of preferences,
- List of selection criteria and description,
- Explanation why the targeted population has been given priority over others, including supportive data,
- Any waivers to the provisions that may be applied.

### ***Using a Waiting List***

To ensure that families are selected for assistance in a fair and equitable manner, the Subgrantee will need to create or adopt a waiting list. The waiting list serves the purpose of identifying all interested applicants and documents the process by which their eligibility is confirmed and the order in which they receive assistance.

The Subgrantee should coordinate with the PHA to establish how receipt of LIRHF will affect the status of families on the Section 8 waiting list.

### ***Outreach to Prospective Owners***

The willingness of owners to participate in the LIRHF program significantly affects the options and opportunities available to the tenant. The Subgrantee may wish to conduct outreach to owners of rental property to stimulate their interest in the program. Mailing program notices to owners and participating in meetings of owner and realtor associations are often effective outreach methods.

## **LIRHF ADMINISTRATION**

### **Administrative Costs**

Regardless of the entity that operates the program, LIRHF funds may be used to pay for reasonable planning and administrative expenses associated with operating a LIRHF program. Such expenses are subject to the 7 percent limitation on administrative costs.

LIRHF administrative costs are considered general management, oversight and coordination. Such costs include but are not limited to, necessary expenditures for the following:

- Salaries, wages, and related costs of staff. In charging costs to this category the Subgrantee may either include the entire salary, wages, and related costs allocable to the program for each person whose primary responsibilities with regard to the LIRHF program involves LIRHF administration assignments, or the prorated share of the salary, wages and related costs of each person whose job includes any program administration assignments. The Subgrantee may use only one of these methods. Program administration includes the following types of assignments:

- developing systems for ensuring compliance with program requirements
- developing agreements
- Staff costs directly relating to assisting tenant including determining eligibility for assistance, drawing funds, etc.
- preparing reports, leases, application forms, and other documents

- Activities to market the program and affirmatively further fair housing
- Indirect costs under a cost allocation plan prepared in accordance with OMB Circulars A-87 or A-122 as applicable.

### **Requesting LIRHF Administrative Funds**

LIRHF administrative funds for the LIRHF program are limited to 7 percent of the annual LIRHF funds awarded to households. In order to request administrative funds, The Subgrantee must submit a copy of the Request for Cash Form (see Fiscal Procedures Manual).

The Subgrantee should request administrative funds at the same rate as LIRHF program funds are awarded to tenants.

The Subgrantee must keep local records, which will be reviewed by the Department, that provide documentation that the administrative funds were used for eligible expenses as outlined above.

## **MONITORING PERFORMANCE**

### **Annual Monitoring**

The Department will monitor progress on an on-going basis to assure that the regulatory and statutory requirements are met, and to assess program outcomes. Key performance indicators that will be considered are discussed in this section.

### **Consistency with Local Policies & Preferences**

When a Subgrantee develops either local policies for administering the LIRHF Program or local preferences for tenant selection then they must apply these policies and preferences

consistently to all applicants and tenants who receive LIRHF assistance. The Department will monitor the Subgrantee for compliance.

### **Allocation versus Spending**

The Subgrantee will be reviewed to see if they are allocating LIRHF assistance in a timely manner. The Department will assess a Subgrantee's progress every six months. If a Subgrantee will not be able to allocate funds to tenants in a reasonable period of time then the Department may elect to reduce the amount of the current year's allocation and provide it to another Subgrantee.

### **On-Time Payments**

One of the Subgrantee's most important administrative jobs is making sure that rent checks are distributed on schedule because late checks can reduce the credibility of the program with owners, and decrease the number of owners willing to rent to those receiving LIRHF assistance.

### **Outreach and Success Rates**

The Subgrantee should analyze participant success rates, and make use of the results to determine if aspects of program design could be changed to improve the success rate. Similarly, if minority families disproportionately require time extensions in order to find acceptable units, the Subgrantee may need to increase marketing to potential owners and review the briefing process to ensure that all applicants are receiving high-quality information and know how to file fair housing complaints.

### **Administrative Efficiency**

The Subgrantee should review the length of time that various aspects of the LIRHF program take, including the time between

initial application and coupon issuance (if used), and between coupon issuance (if used) and when lease/rental agreement is signed.

While many factors can affect these time frames, this information can give clues about ways to improve the administrative efficiency of the program. For example, if the time between eligibility determination and lease-up is lengthy, it could be attributable to poor communication with property owners, or slow paperwork processing, all of which are within the Subgrantee's control.

Similarly, if applicants are on the waiting list for significant periods before assistance is available; the Subgrantee may need to expand the program in the future.

### **Record Keeping**

The Subgrantee will be monitored to make sure that assisted and ineligible tenant files are complete and accurate. Files will be reviewed to assure that all necessary documentation as described in Exhibit 3.2 are in the tenant file. The Department will want to see that assisted tenants did not exceed eligible income limits; received the right amount of subsidy; that the security deposit was reasonable; etc. All parties have executed all required contracts, leases and agreements and that back up verifications and correspondence are complete.

## **Chapter Three**

### **PROGRAM IMPLEMENTATION**

This chapter describes the implementation of a LIRHF program from initial application through first LIRHF payment.

#### **THE LIRHF BUDGET**

The Department will provide each Subgrantee with a biennial allocation of LIRHF.

Program implementation begins with a budget. The Subgrantee can determine *how many* tenants can be assisted with LIRHF subsidies.

The process begins with two key pieces of information: (1) the allocation from the Department; and (2) the monthly average rent subsidy. With this information, the Subgrantee can estimate how many tenants it can serve. The simple model below (Exhibit 3.1) illustrates this concept.

#### **Exhibit 3.1 – Conceptual Budget Model – An Example**

Given: \$100,000 biennial allocation from Department  
400 monthly average rent subsidy

Per Tenant Cost:

$\$400/\text{month} \times 12 \text{ months} = \$4,800 \text{ per tenant cost}$

$\$100,000 / \$4,800 \text{ per tenant} = 20 \text{ tenants can be assisted}$

## Adding Refinements and Complexity

- **Variations in housing cost and tenant income by bedroom size:** The example above did not make any assumptions about the bedroom size requirements of the tenants to be assisted. Developing budget estimates by bedroom size helps achieve better accuracy.
- **Length of subsidy contract:** Exhibit 3.1 assumes that each subsidy contract will be 6 months. The Subgrantee may also provide a family with a new contract for an additional 6-month term.
- **Impact of Refundable Security Deposits:** If the Subgrantee will provide refundable security deposit assistance, the budget must reflect these expenditures. If refundable security deposits are provided, then the Subgrantee must be consistent and offer security deposit assistance to all LIRHF tenants, if the refundable security deposit has not already been paid by the tenant.
- **Need for a contingency allowance:** Even with these refinements, the Subgrantee should set aside some additional cushion to cover errors in the estimating process. However, it is also important to note there may be some "built-in" contingency because some families may not complete the 6 months due to personal circumstances such as moving out of the jurisdiction.

## KEY PROCESSING STEPS AND PROGRAM DOCUMENTS

Exhibit 3.2 lists the basic documents that are needed to administer a LIRHF program. The use of each is explained in the implementation steps that follow. A copy of many of these documents is provided in the Attachments. The Subgrantee is required to use these forms when administering its local LIRHF program. Copies (electronic or hard) of each form and required support documentation must be kept in each tenant's file who receives LIRHF assistance. This documentation will be the basis of the Department's monitoring to ensure the Subgrantee is in compliance with the program requirements.

### Exhibit 3.2 LIRHF Forms in Tenant File

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Application Form  
Applicant Notification  
Authorization to Release Information  
Income Verification  
LIRHF Evaluation of Application  
Rental Assistance Coupon (optional)  
Lease/Rental Agreement  
LIRHF Contract  
Request For Funds  
Self Sufficiency Plan (if applicable)  
General Correspondence

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### Application Process

The application information on a potential LIRHF tenant must be in written format. It is preferred that the Subgrantee uses the Application form (Attachment A) but the Subgrantee may use their own intake form to get preliminary information on the applicants for LIRHF. If using your own form, make sure it has all the information on Attachment A.

The application form must contain, at a minimum, information that enables the Subgrantee to determine tenant income and eligibility. A tenant file should be created for

each application. This file ultimately should contain the application, documentation of the tenant's eligibility, copies of program forms, and correspondence.

Each application form should be reviewed for completeness and to determine if the applicant is obviously ineligible. The Subgrantee may elect to fully determine eligibility at the time of application. However, it is rare that tenants bring or provide at the time of intake sufficient documentation to confirm eligibility. Therefore, the Subgrantee will place all applicants who are apparently eligible on the waiting list, pending verification of the information provided. Applicants are placed on the waiting list in accordance with the selection criteria and preference policy method adopted by the Subgrantee.

The Subgrantee must have the tenant sign the Authorization to Release Information (Attachment B) in order to verify information and release information to appropriate parties.

### Determine Eligibility

Applicants are selected from the waiting list in the order established by the Subgrantee's preference policy. To determine a tenant's eligibility, the Subgrantee must verify:

- The tenant's *eligibility for its preference status*. Generally preferences are not verified at the time of application, but must be verified before the tenant receives assistance. (If an applicant does not qualify for the preference claimed, the application is returned to the waiting list.)
- The tenant's *size and composition*. This enables the Subgrantee to determine the unit size for which the tenant qualifies.

- *Tenant income*. This enables the Subgrantee to determine if the tenant is income eligible, and to calculate the subsidy amount for which the tenant qualifies. All tenants must have incomes that are less than 50% of the area median income (adjusted for family size) at initial eligibility.

Back-up documentation is required of all applicant information including income. Verification of the information provided by the tenant can be accomplished through a variety of sources and documents. For example, employers should be asked to provide verification of income. Detailed guidance on the Income Inclusions and Exclusions is provided in Reference 1.

### Applicant Notification

All applicants must be notified as to whether they qualify for or are not eligible for LIRHF assistance. A sample Applicant Notification can be found in Attachment D.

The Subgrantee must establish an appeals procedure. Applicants who are determined ineligible should be notified in writing of this decision, and should be given an opportunity to appeal the decision. A tenant file must be maintained for all ineligible tenants. The file must contain the back-up documentation that determined them ineligible.

Applicants who are determined eligible may be provided written verification to take to landlords, which is called a coupon in this manual.

### Issue Coupons (Optional step in the process)

The Subgrantee may elect to issue a LIRHF Assistance Coupon (see Reference 2) authorizing the tenant to begin the search for housing. The coupon may be issued in person, during a counseling session with the tenant, often called the "LIRHF Briefing."



## **The Briefing**

The purpose of the briefing is to ensure that the tenant (1) understands their responsibilities, as well as those of the Subgrantee and the owner, and (2) has sufficient guidance to make an informed choice of housing. The briefing should cover:

- *Roles and responsibilities* of the tenant, owner, and Subgrantee.
- *Subsidy calculations*, including how the Subgrantee and tenant shares will be calculated.
- *Refundable security deposit policy*, including how much may be charged, who pays, and who receives any refund.
- *Coupon expiration and extension policies*. The Subgrantee, if they elect to use coupons, may decide the initial period during which the coupon is valid and extension approval criteria.
- *Guidance on selecting a unit*. Families should be advised on their responsibilities in signing a lease/rental agreement.
- *Lead-based paint* information.
- *Fair housing information*, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination.

The Subgrantee should consider maintaining a list of available properties to assist tenants in their search. However, if such a list is provided, the Subgrantee must make it clear that the tenant is free to choose units other than those on the list.

## **Lease/Rental Agreement Review**

### **Term of Lease**

The term of the lease between the tenant and the owner must be for not less than the effective contract period. A copy of the Lease/Rental Agreement must be kept in the tenant's file.

### **Final Subsidy Calculation**

Once the unit has been approved, a final subsidy calculation is required to determine the Subgrantee's and the tenant's share (if any) of the rent. The Subgrantee needs to complete the LIRHF Evaluation of Application, which can be found in Attachment E.

## **Determining the Amount of Deposit Assistance**

LIRHF funds may be also used to pay for refundable security deposits. The LIRHF subsidy for refundable security deposits will be provided as a grant and made payable to the owner. The tenant need not make any contribution toward the refundable security deposit. The LIRHF subsidy can pay the security deposit in its entirety.

The amount of the refundable security deposit paid should be based upon local market practice. However, the maximum amount of LIRHF funds that may be provided for a refundable security deposit is the equivalent of two months' rent for the unit. Only the prospective tenant, not the owner, may apply for LIRHF refundable security deposit assistance.

The Subgrantee must be consistent and offer security deposit assistance to all LIRHF tenants if the refundable security deposit has not already been paid by the tenant.

## **CONTRACT/LEASE EXECUTION**

The Low Income Rental Fund Assistance Contract (Attachment C) must be signed by the owner and a Subgrantee representative. Each Low Income Rental Fund Contract should begin on the first of the month, whenever possible.

## **INITIATION OF PAYMENTS**

### **Drawing Down Funds**

Submit your Request for Funds (Attachment F) for program funds via e-mail to the LIRHF request processor. Please allow a minimum of five working days for requests to be processed by OHCS.

## ***Chapter Four***

### **ONGOING PROGRAM ADMINISTRATION**

Execution of key program documents and the start of subsidy payments is the end of one important phase of LIRHF, but only the beginning of another. For the full term of the LIRHF contract, the Subgrantee has important operational responsibilities.

#### **RE-CERTIFICATION ELIGIBILITY DETERMINATIONS**

Each tenant's eligibility to participate in the program and its share of the rent must be confirmed at re-certification. If a participating tenant's income, at a re-certification, exceeds the 50% of the area median income the tenant's assistance must be ended. In order to assure that the re-examination is completed on time and that adequate notice is given to both the owner and tenant of changes in the tenant's eligibility or share of the rent, the re-examination process should begin 60-90 days in advance of the tenant's re-certification date.

Using the same basic procedures described in Chapter Two to determine the tenant's initial eligibility and share of the rent, the Subgrantee must re-verify tenant size, composition, and income.

Interim re-determinations of income, if the tenant's circumstances change between re-examinations, are not required. Once a contract becomes effective there should not be any additional changes.

#### **PROCESSING REQUESTS FOR RENT INCREASES**

Typically, owners offer leases that specify the rent for one year. This means that, unless the Subgrantee has negotiated a two-year rent, most owners will request a rent increase at the end of the first year of the contract. The Subgrantee must again determine that the proposed rent is reasonable in comparison to rents charged for comparable, unassisted units, and also that it is within any other limitations established in the Subgrantee's program.

#### **MOVES AND TERMINATION OF TENANCY**

The Tenant may elect to move to another unit, as permitted by the lease/rental agreement. The LIRHF Contract contains provisions that terminate the Subgrantee's agreement with the owner when the tenant moves out. To assure that a subsidy is not paid on units no longer occupied by an eligible tenant, the Subgrantee should require the tenant to give advance notice of its plan to move out, and the owner to inform the Subgrantee when the tenant moves out.

The Subgrantee should establish a policy regarding moves and termination of assistance and make it available to tenants. When a tenant wishes to move, the Subgrantee has two options. Either terminate the LIRHF Assistance or the tenant may be provided another contract following the same procedures used to issue the original contract.

### **Termination of Tenancy**

If a tenant is evicted, the Subgrantee must terminate the assistance with the owner. The Subgrantee may re-evaluate the reasons for eviction and may elect to continue LIRHF Assistance with the tenant at another rental unit.

The Subgrantee may also elect not to continue the LIRHF assistance with the tenant if the Subgrantee can certify that the tenant is not in compliance with the local LIRHF program or self-sufficiency plan.

Documentation of the reason for continuance or denial must be included in the tenant's file and reasons must be in compliance with Fair Housing. The Subgrantee must be consistent when applying these criteria.

**LIRHF Application Form**

ATTACHMENT A

**NAME OF AGENCY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Name(s) and Age(s) of household member(s) to share rental unit:**

\_\_\_\_\_ **AGE( )** \_\_\_\_\_ **AGE( )**

\_\_\_\_\_ **AGE( )** \_\_\_\_\_ **AGE( )**

\_\_\_\_\_ **AGE( )** \_\_\_\_\_ **AGE( )**

**Projected gross household income for next 12 months based on current level of household income not including employment of minors:**

\$ \_\_\_\_\_ **Source of Income**

\$ \_\_\_\_\_ **Source of Income**

\$ \_\_\_\_\_ **Source of Income**

**Address of rental property where household will live (if known):**

**NOTE: Units owned or actively managed by a housing authority do not qualify.**

**Telephone Number** \_\_\_\_\_ **County** \_\_\_\_\_

**STREET**

**CITY** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**GRANT REQUESTED** (time period not to exceed 6 months initially, may be renewed):

\$ \_\_\_\_\_ month 1      \$ \_\_\_\_\_ month 2      \$ \_\_\_\_\_ month 3

\$ \_\_\_\_\_ month 4      \$ \_\_\_\_\_ month 5      \$ \_\_\_\_\_ month 6

**Refundable Security Deposit** \$ \_\_\_\_\_ **TOTAL for time period requested** \$ \_\_\_\_\_

**Is the household currently receiving any RENTAL assistance in any of the following forms?**

- a) As a shelter allowance from AFDC? \_\_\_ yes \_\_\_ no
- b) Through Section 8? \_\_\_ yes \_\_\_ no
- c) Through any other rental subsidy? \_\_\_ yes \_\_\_ no **If yes, please explain.**

**Has the household applied for Section 8 assistance?** \_\_\_ yes \_\_\_ no

**Is it eligible for Section 8 assistance?** \_\_\_ yes \_\_\_ no

**Is it on a waiting list?** \_\_\_ yes \_\_\_ no **If yes, how long will it be before it will receive assistance?** \_\_\_\_\_ months \_\_\_\_\_ years

## AUTHORIZATION TO RELEASE INFORMATION

I, \_\_\_\_\_, applicant for a LIRHF Grant, hereby authorize my local Housing Authority, \_\_\_\_\_ (HA), the local Public Service Agency, \_\_\_\_\_ (PSA), and their authorized representatives and employees to share the identity, location, social services status, and other pertinent information about my household.

I further authorize the HA and PSA to release this same information to the State of Oregon Housing and Community Services Department (HCS), which provides funding to the PSA or HA for the LIRHF Program. I understand that the HA and PSA will release this information to HCS for the purpose of considering my application, coordinating social services, and other activities associated with administering a LIRHF grant, if I receive one.

I understand that neither the HA, the PSA, nor HCS will identify me or any other members of my household by name, address or telephone number; 1) to other social service agencies, except to further the purpose of coordinating activities associated with administering a LIRHF grant, or 2) to any other members of the public or press for any purpose whatsoever without my specific further approval. I do, however, authorize the HA, the PSA, and HCS to release descriptive profile information about me and my household relating to my LIRHF grant.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Sign your name with your regular signature here)

(Print or type your name legibly here)

**OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT  
LOW INCOME RENTAL HOUSING FUND PROGRAM**

**LOW INCOME RENTAL HOUSING FUND CONTRACT**

This Low Income Rental Housing Fund Contract ("Contract") is entered into between the \_\_\_\_\_ ("Public Service Agency" or "PSA") and \_\_\_\_\_ ("Owner"), the owner or property manager of the Contract unit designated below.

The purpose of this Contract is to assist the Household identified in section 1(A) to rent a habitable dwelling unit from the Owner. PSA will make rental housing payments to Owner on behalf of the Household in accordance with this Contract.

**1. CONTRACT UNIT, HOUSEHOLD, AND RENTAL AGREEMENT**

- (A) This Contract applies only to the Household and the rental dwelling unit ("Contract unit") designated in this section.

Contract unit:

(Address, City, State, Zip Code)

Household:

Name(s) of Household representative(s)

- (B) The Owner shall rent the Contract unit to the Household pursuant to a written Rental Agreement not in conflict with this Contract, and shall not change the amount of rent per month due for the Contract unit under that Rental Agreement during the term of this Contract.

**2. TERM OF CONTRACT**

The term of this Contract shall begin on \_\_\_\_\_, 20\_\_\_\_ which shall be the effective date of this Contract. The Contract shall continue in place [ ] for a term of six months from the effective date, or [ ] for a term of \_\_\_\_\_ months from that date renewable at PSA's option for a term of up to six months in total; but in any case payments shall not be made under this Contract for (1) longer than the household remains in the Contract unit pursuant to the Rental Agreement and applicable law, or (2) for a total of more than six monthly contract rent payments including first and last months' rent payments (this total is in addition to payment of refundable deposit and a prorated month, if any).

3. RENT; RENTAL HOUSING PAYMENT

- (A) The total monthly rent payable to the Owner during the term of this Contract is called the "Contract rent." The Contract rent shall be \$ \_\_\_\_\_ per month. PSA shall pay the first monthly subsidy payment within 30 days after execution of this Contract together with any refundable security deposit.
- (B) Each month PSA shall pay to the owner on behalf of the Household in accordance with this Contract an amount equal to the following schedule of rental housing payments (RHP):

|                           |                       |
|---------------------------|-----------------------|
| \$ _____ security deposit | \$ _____ month #3 RHP |
| \$ _____ prorated month   | \$ _____ month #4 RHP |
| \$ _____ month #1 RHP     | \$ _____ month #5 RHP |
| \$ _____ month #2 RHP     | \$ _____ month #6 RHP |

- (C) Each month the household shall pay to the owner an amount equal to the following schedule of tenant contributions:

|                   |                   |
|-------------------|-------------------|
| \$ _____ month #1 | \$ _____ month #4 |
| \$ _____ month #2 | \$ _____ month #5 |
| \$ _____ month #3 | \$ _____ month #6 |

- (D) PSA does not assume any obligation for payment of any claim by the Owner against the Household, except in accordance with Section 6. The obligation of PSA is limited to making rental housing payments on behalf of the Household in accordance with this Contract.
- (E) The rental housing payments to the Owner will continue during the term of this Contract as specified in Section 2. However, the termination of a Household's rental payments shall not affect the Household's other rights under the Rental Agreement.
- (F) PSA may terminate rental housing payments under this Contract if the Household has committed any fraud in connection with any state or federal housing assistance program. PSA shall notify the Owner in writing of its decision to terminate rental housing payments in such case, and that rental housing payments pursuant to the Contract shall terminate 30 days after PSA gives such notice to Owner.

4. MAINTENANCE, OPERATION AND INSPECTION

- (A) Owner agrees to maintain and operate the Contract unit and related facilities to provide habitable housing, including providing all the services, maintenance and utilities agreed to in the Rental Agreement. If PSA determines that the Owner is not meeting this obligation, PSA shall have the right, even if the Household continues in occupancy, to terminate or reduce rental housing payments to Owner, and to terminate the Contract.



- (B) PSA shall have the right upon 24 hours' notice to the Household to inspect the Contract unit and related facilities at such times as may be necessary, in the determination of PSA, to assure that the unit is in habitable condition, and that Owner is providing all the services, maintenance and utilities agreed to under the Rental Agreement.

5. MONTHLY PAYMENT TO OWNER

- (A) After the initial payment made under this Contract, PSA shall make subsequent rental housing payments to Owner on or about the first day of the month for which payment is due. Owner agrees that the endorsement on the check:
- (1) Shall be conclusive evidence that Owner has received the full monthly amount of the rental housing payment from the PSA, in accordance to the schedule of payments, and
  - (2) Shall be a certification by Owner that:
    - (i) the Contract unit is in habitable condition and Owner is providing all the services, maintenance and utilities agreed to in the Rental Agreement;
    - (ii) the Contract unit is leased to the Household named in Section 1(A), and the Rental Agreement is in accordance with Section 1(B);
    - (iii) the Contract rent does not materially exceed rents charged by the Owner for other comparable unassisted units;
    - (iv) except for the rental housing payment and tenant contribution provided for under this Contract, Owner has not received and will not receive any payments or other consideration from the Household, or any other public or private source as rent for the Contract unit;
    - (v) neither the Household nor any housing authority owns, actively manages, or has any interest in the Contract unit (except in the case of housing assistance on behalf of the Owner of a manufactured home, where PSA may assist the Household in leasing a manufactured home space). If Owner is a cooperative or tribe, the Household may be a member of the cooperative or tribe; and,
    - (vi) to the best of Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.
- (B) If PSA determines that Owner is not entitled to a payment or any part of it, then PSA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due Owner.

6. SECURITY DEPOSITS AND RENT REFUNDS

- (A) PSA shall pay on behalf of the Household to Owner any reasonable security refundable deposits Owner may charge for the Contract unit if the Household has not already paid such deposits to Owner and if the Rental Agreement is effective on the effective date of this Contract. PSA shall pay any Contract security or other refundable deposit as described in this section within 30 days after execution of this contract.
- (B) After the Household moves from the Contract unit, Owner may use the security deposit as reimbursement for any unpaid amounts which the Household owes under the Rental Agreement. Owner will give the Household a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to Owner, Owner shall promptly refund the full amount of the balance to the Household. Owner shall also promptly remit to the Household any refund in rent due pursuant to the Rental Agreement or State or local law. If Owner is not reasonably able to refund any of the above sums to the Household, Owner shall refund them to PSA.
- (C) Owner shall immediately notify PSA when the Household has moved from the Contract unit. Owner shall submit to PSA, as soon as possible, written documentation evidencing actual costs of required repairs. The Household, not the PSA, shall be responsible for any claim in excess of the amount of the security deposit, including any claim for damages, unpaid rent, or vacancy losses. PSA has the right to inspect the unit with Owner to determine the extent of any damage.

7. NONPAYMENT FOR VACATED UNIT

Housing assistance payments shall be made by the PSA to Owner under this Contract only for the period during which the Contract unit is rented and occupied by the Household during the term of the Contract pursuant to the Rental Agreement and applicable law.

8. TERMINATION OF TENANCY

Owner shall terminate the tenancy of the Household only pursuant to the terms and condition specified in the Rental Agreement or as provided by law.

9. NONDISCRIMINATION IN HOUSING

- (A) Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in or be denied the benefits of, the Low Income Rental Housing Fund Program because of such status.
- (B) Owner agrees to comply with all applicable requirements of federal and state civil rights statutes, rules and regulations, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The obligation of Owner to comply with these requirements inures to the benefit of the State of Oregon and PSA, either of which shall be entitled to invoke any remedies available by law to redress any breach or to compel

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS

Owner shall cooperate with PSA in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

11. PSA ACCESS TO PREMISES AND OWNER'S RECORDS

- (A) Owner shall provide any information pertinent to this Contract which PSA may reasonably require.
- (B) Owner shall permit PSA or any of its authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the rental housing payments.

12. RIGHTS OF PSA IF OWNER BREACHES THE CONTRACT

- (A) Any of the following shall constitute a breach of the Contract:
  - (1) If Owner has violated any obligation under this Contract;
  - (2) If Owner has demonstrated any intention to violate any obligation under this Contract; or,
  - (3) If Owner has committed any fraud or made any false statement to PSA in connection with the Contract.
- (B) If PSA determines that a breach has occurred, PSA may exercise any of its rights or remedies under the Contract. PSA shall notify Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by PSA to Owner may require Owner to take corrective action (as verified by PSA) by a time prescribed in the notice. PSA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of rental housing payments, and termination of the Contract.
- (C) Any termination or reduction of rental housing payments, or termination of the Contract by PSA in accordance with this Contract, shall be effective as provided in a written notice by PSA to Owner.

13. PSA RELATION TO THIRD PARTIES

- (A) PSA does not assume any responsibility for, or liability to, any person injured as a result of Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by Owner.
- (B) Owner is not the agent of PSA, and this Contract does not create or affect any relationship between PSA and any lender to Owner or any suppliers, employees, contractors or subcontractors used by Owner in connection with implementation of this Contract.
- (C) Nothing in this Contract shall be construed as creating any right of the Household or other third

party (other than the        of Oregon) to enforce any provision        this Contract, or to assert any claim against PSA, the State of Oregon or the Owner under this Contract.

14. CONFLICT OF INTEREST PROVISIONS

No present or former employee of PSA who formulates policy or influences decisions with respect to the Low Income Rental Housing Fund program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the LIRHF program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract.

15. TRANSFER OR ASSIGNMENT

Owner has not made and will not make any transfer or assignment in any form of this Contract without the prior written consent of PSA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. PSA shall give its consent to a transfer or assignment of the Contract if the transferee agrees in writing (in a form acceptable to PSA) to comply with all the terms and conditions of this Contract. The transferee shall give PSA a copy of the executed agreement.

16. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

17. ATTORNEY FEES

In the event either party institutes a lawsuit to collect any payment due under this Contract or to obtain performance of any kind under this Contract, the nonprevailing party shall pay to the prevailing party reasonable attorney fees and all costs and disbursements incurred therein.

18. FORCE MAJEURE

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war beyond either party's reasonable control.

19. SEVERABILITY

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

20. CONDITIONS FOR RENTAL HOUSING PAYMENTS

The right of Owner to receive rental housing payments under this Contract shall be subject to compliance with all the provision of this Contract.

21. ENTIRE AGREEMENT; INTERPRETATION

(A) This contract contains the entire agreement between Owner and PSA. No changes in this

Contract shall be made in writing signed by both Owner and PSA.

(B) The Contract shall be governed by and construed in accordance with Oregon law.

22. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

(A) Owner warrants (1) that the Contract unit is in habitable condition as described in ORS 90.320; (2) that Owner will maintain the unit in such habitable condition throughout the term of this Contract; and (3) that Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B) The party, if any, executing this Contract on behalf of Owner hereby warrants that she/he has read this Contract, understands it, agrees to be bound by it, and that authorization has been given by Owner to execute it on behalf of Owner.

---

SIGNATURES

**PUBLIC SERVICE AGENCY**

Print or type name of public service agency

By:

Signature

Date signed

Print or type name and title of signatory

**OWNER or REPRESENTATIVE**

Print or type name of Owner

By:

Signature

Date signed

Print or type name and title of authorized representative

---

**WARNING:** ORS 165.102 provides, among other things, that whoever with intent to defraud or injure another or to acquire a substantial benefit obtains by means of fraud, deceit or subterfuge the execution of a written instrument affecting or purporting to affect the pecuniary interest of any person shall be imprisoned for not more than one year or fined not more than \$2,500, or both.

CC

CC

## APPLICANT NOTIFICATION

TO:

FROM:

DATE:

SUBJECT: STATUS OF LOW INCOME RENTAL HOUSING FUND ASSISTANCE  
APPLICATION

☐ This is to notify you that based on the information in your application form, it appears that you are eligible for our Low Income Rental Housing Fund Assistance program.

\_\_\_\_\_ Please notify \_\_\_\_\_ at ( ) \_\_\_\_\_ - \_\_\_\_\_ to set up an appointment to verify the information on your application and the amount of your rental assistance grant.

\_\_\_\_\_ You have been placed on a waiting list. We will contact you if funds become available.

\_\_\_\_\_ Other: \_\_\_\_\_

☐ This is to notify you that based on the information in your application form, it appears that you are not eligible for our Low Income Rental Housing Fund Assistance program, for the following reason(s):

\_\_\_\_\_ Your household yearly income for a family of \_\_\_\_\_ exceeded the limit of \$ \_\_\_\_\_.

\_\_\_\_\_ The unit you are currently occupying does not meet the "habitable" standard pursuant to ORS 90.320.

\_\_\_\_\_ You have been denied admission because you committed fraud in connection with a Federal housing assistance program.

\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_

If you have any questions regarding this decision, please feel free to call our office at ( ) \_\_\_\_\_ - \_\_\_\_\_. You have 10 days from date of this notice in which to request an opportunity to appeal this decision.

**EVALUATION OF LIRHF APPLICATIONS**

Household name

Evaluator name

Date

Does household and unit qualify?

(a) Very low-income household?

☐ YES ☐ NO

If yes, continue to next step

If no, place nomination in "Non-Qualified" file (retain; but do not consider), AND send notification of reason for ineligibility to applicant.

(b) Will the family live in a unit owned or actively managed by a housing authority?

☐ YES ☐ NO

If no, continue to next step

If yes, place nomination in "Non-Qualified" file (retain; but do not consider), AND send notification of reason for ineligibility to applicant.

(c) Does family qualify for any preference indicated on the LIRHF Work Plan?

☐ YES ☐ NO

Assist according to LIRHF Work Plan tenant selection criteria.



## Instructions for Completing LIRHF "Request for Funds" Form

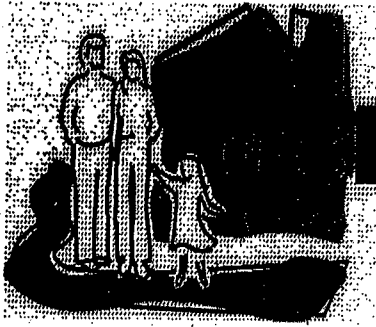
- 1) **LIRHF Recipient:** *Write in the name of the tenant receiving assistance.*
- 2) **Grant Award:** *Enter the amount of LIRHF funds awarded to the tenant for the current contract.*
- 3) **Amount Requested to Date:** *Enter only the amount of LIRHF funds requested to date. DO NOT include current request.*
- 4) **Balance Remaining:** *This amount should equal the difference between the LIRHF "Grant Award" minus "Amount Requested to Date".  
(Column 2 - Column 3)*
- 5) **Current LIRHF Request:** *Enter the amount of the deposit payment or the monthly rent subsidy to be paid with LIRHF funds only.*
- 6) **Month of Payment:** *Month of expenditure with the security deposit amount designated on a separate row.*
- 7) **Total Request:** *Enter the total amount that you are requesting.*

**LIRHF**  
**REQUEST FOR FUNDS**  
**Contract Allocation Year 2004**

**Contact Person:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

[illegible]

**See back for instructions on completing this form.**



**Oregon Housing and Community Services Department**

# Low Income Rental Housing Fund

**JULY 2001**

1600 State Street, Salem, OR 97301-4246  
(503) 986-2000, FAX (503) 986-2020, TTY (503) 986-2100  
[www.hcs.state.or.us](http://www.hcs.state.or.us)



**Bob Repine**  
Director



## INCOME INCLUSIONS AND EXCLUSIONS

*Note: Legislative changes in the definition of Annual Income are published periodically in the Federal Register. Agencies are given 60 days from the date of publication to implement changes.*

### Income Inclusions

1. All wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services (before any payroll deductions);
2. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income; however, an allowance for depreciation, based on straight line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness cannot be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has net Family Assets in excess of \$5,000, Annual Income includes the greater of the actual income derived from Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. All gross periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (except Social Security);
5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay (but see paragraph (3) under Income Exclusions);
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income consists of:
  - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter or utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling. Alimony and child support amounts awarded as part of a divorce or separation agreement are included as income unless the applicant (1) certifies that the income is not being provided, and (2) takes all reasonable legal actions to collect amounts due; and
8. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the Family, spouse, or other person whose dependents are residing in the unit (but see Paragraph 7 under Income Exclusions)

## Income Exclusions

Annual Income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph 5 of income Inclusion);
4. Amounts received by the Family that is specifically for or in reimbursement of, the cost of Medical Expenses for any Family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD;
  - Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
  - Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received for performing a service on a part time basis such as fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
  - Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance.
9. Temporary, nonrecurring, or sporadic income (including gifts);
10. Reparation payments from foreign governments in connection with the Holocaust;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic payment of supplemental security income and social security benefits that are received in a lump sum payment;
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act, including:

- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents Program, youthful offenders incarceration alternatives, and senior companions);
- Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
- Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance program (42 U.S.C. 8624(f));
- Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
- The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission, or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student-assistance programs (20 U.S.C. 1087 uu);
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));

- Any earned income tax credit;
- The value of any child care provided or arranged (or any amount received as payment for such care) under the Child care and Development Block Grant Act of 1990 (42 USC 9858g); and
- Payments received under the Maine Indian Claims Settlement Act of 1980.
- Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.);

**LOW INCOME RENTAL HOUSING FUND ASSISTANCE COUPON**

|                                                                         |             |                                         |
|-------------------------------------------------------------------------|-------------|-----------------------------------------|
| TENANT NAME                                                             | Unit Size:* | Coupon No:<br>Issued On:<br>Expires On: |
| Number of Household Members:                                            |             |                                         |
| * This is the number of bedrooms for which the tenant family qualifies. |             |                                         |

**1. Low Income Rental Housing Fund Assistance Program**

This Coupon has been issued by \_\_\_\_\_ (PSA) to the Tenant identified above who is eligible to participate in the Low Income Rental Housing Fund Assistance Program. Under this program, the PSA makes monthly payments to a Landlord on behalf of an eligible Tenant. The tenant selects a decent, safe and sanitary dwelling unit and the PSA makes payments to the Landlord to help the Tenant to afford the rent.

When the PSA issues this Coupon, it fully expects to have money available to provide assistance. However, the PSA is under no obligation to the Tenant or the Landlord or any other party until the PSA has approved the unit and entered into an Agreement with the Landlord and the Tenant.

**2. Key Steps in Using this Coupon**

- A. The Tenant must select a rental unit within the City/County limits of \_\_\_\_\_<sup>1</sup>.

(Note: The Tenant has \_\_\_\_\_<sup>2</sup> days to use the Coupon. If the tenant has not selected a rental unit by the expiration date shown above, the Coupon will expire unless the PSA approves an extension.)

- B. After the PSA receives the Request for Unit Approval, the PSA will inspect the unit and review the Landlord's lease/rental agreement. If the unit meets the program's standards and the rent for the unit is reasonable, the PSA will notify the Landlord and the Tenant that the unit has been approved.

<sup>1</sup>Note: This paragraph may need to be adjusted depending upon the extent of portability permitted by the Subgrantee.

<sup>2</sup>Note: Enter the number of days permitted before the coupon expires.

## **Low Income Rental Housing Fund Assistance Coupon (Page Two)**

[Note: If the unit or lease/rental agreement cannot be approved, the PSA will give the Landlord an opportunity to correct the problem, or the Tenant can begin to look for another unit.]

- C. The PSA will then work with the Landlord and the Tenant to execute all of the necessary documents as follows:
- The Landlord and the Tenant must sign a PSA approved lease/rental agreement.
  - The Landlord, tenant and PSA must sign a LIRHF Contract.
  - Once all necessary documents have been signed and the Tenant moves into the unit, payments to the Landlord will begin.

### **3. Refundable Security Deposit**

The PSA may pay a refundable security deposit to the Landlord consistent with local market practices. When the Tenant moves out, any reimbursement of the deposit that is due from the Landlord under state and local laws will be paid to the Tenant.

### **4. Tenant and PSA Share of the Rent**

- A. The portion of the rent payable by the Tenant to the Landlord ("tenant's share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the PSA with information about income, assets and other family circumstances that affect the amount the Tenant will pay. The Tenant's Share may change as a result of changes in income or other family circumstances.
- B. Each month the PSA will make a rental payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's share of the rent.

### **5. Requirements for Participating Tenants**

The Family must:

- supply information about the family's income, assets, and other family circumstances that affect eligibility and the amount of the Tenant's share, and cooperate fully with interim re-examinations;



- allow the PSA to inspect the unit at reasonable times and after giving reasonable notice;
- notify the PSA when any person moves in or out of the unit and before vacating the dwelling unit; and
- use the dwelling unit as the family's principal place of residence and solely as a residence for the family.

The Tenant must not sub-lease or assign the lease/rental agreement.

## 6. Length of Coupon Assistance

Assistance under the Low Income Rental Housing Fund Assistance Program is not guaranteed. Assistance may be terminated if:

- at any re-examination the Tenant's income is greater than the published income limit for the program;
- the Tenant is evicted from the assisted unit;
- the Tenant provides false information or commits any fraud in connection with the program, or fails to cooperate with required re-examinations or self-sufficiency requirements;
- funding for the PSA's Rental Assistance Program is terminated.

The PSA will give the Tenant at least 30 days' notice of termination of assistance.

## 7. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, handicap, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 424-8590.

|                      |                   |
|----------------------|-------------------|
| <b>ISSUED BY PSA</b> |                   |
| <b>Name:</b>         | <b>Signature:</b> |
| <b>Date:</b>         | <b>Telephone:</b> |

|                                  |                   |
|----------------------------------|-------------------|
| <b>ACCEPTED BY COUPON HOLDER</b> |                   |
| <b>Name:</b>                     | <b>Signature:</b> |
| <b>Date:</b>                     | <b>Telephone:</b> |

## Income

**Program Name:** \_\_\_\_\_

**Agency:**

**Reporting Period:****Year:**

**GOAL1: Low-income people become more self-sufficient**

## INCOME CHANGE

**TOTAL HOUSEHOLDS:**

**Start by entering the total number of households who had an income that relates to the rows below (No income-2,001+)**

Then for each row enter how many households lost or gained income (monthly) after case management by using the columns to the right.

**The Total Number of Households Column should equal the Totals Column.**

[illegible]

## Self-sufficiency

Program Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Year: \_\_\_\_\_

### GOAL 2: THE CONDITIONS IN WHICH LOW-INCOME PEOPLE LIVES ARE IMPROVED.

#### CHANGE IN HOUSEHOLD SITUATION

##### TOTAL HOUSEHOLDS:

Start by entering the total number of households who had a goal that relates to the rows below (Employment - Other)

Then for each row enter where those households ended with their goals after they left the program by using the columns to the right.

The Total Number of Households Column should equal the Totals Column.

|                   | TOTAL NUMBER OF HOUSEHOLDS | QUIT WITHOUT CAUSE | ABANDONED WITH CAUSE | LITTLE OR NO PROGRESS | SIGNIFICANT PROGRESS | SUSTAINED PROGRESS OR GOAL ATTAINED | UNKNOWN | TOTALS |
|-------------------|----------------------------|--------------------|----------------------|-----------------------|----------------------|-------------------------------------|---------|--------|
| EMPLOYMENT        |                            |                    |                      |                       |                      |                                     |         |        |
| EDUCATION         |                            |                    |                      |                       |                      |                                     |         |        |
| INCOME MANAGEMENT |                            |                    |                      |                       |                      |                                     |         |        |
| HOUSING           |                            |                    |                      |                       |                      |                                     |         |        |
| NUTRITION         |                            |                    |                      |                       |                      |                                     |         |        |
| SELF-SUFFICIENCY  |                            |                    |                      |                       |                      |                                     |         |        |
| HEALTH            |                            |                    |                      |                       |                      |                                     |         |        |
| TRANSPORTATION    |                            |                    |                      |                       |                      |                                     |         |        |
| OTHER             |                            |                    |                      |                       |                      |                                     |         |        |
| TOTALS            |                            |                    |                      |                       |                      |                                     |         |        |

## Homeless and/or Rental Assistance Scales

**This report is due 45 days after each 6 month period (February 15 & August 15)**

**Funding sources used to support this program:**

A large, dense, black and white image showing a complex, textured surface, possibly a microscopic view or a highly detailed material texture. The image is filled with intricate patterns and structures, suggesting a high-magnification view of a material or a complex biological structure.

**Program Name:** \_\_\_\_\_

☐ **Other** \_\_\_\_\_

**Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.**

### HOUSING SITUATION CHANGE

Start by entering the total number of households who stated what their living situation was prior to case management in the rows below.

Then for each row enter where those households finished in the continuum by using the columns to the right.

The Total Number of Households prior to Case Management Column should equal the Total Number of Households after Case Management Column for each row.

The numbers that appear bold and red indicate negative movement in the continuum.

**See the example below!**

[illegible]

**Program Name:** \_\_\_\_\_

Year:

## INCOME CHANGE

**TOTAL HOUSEHOLDS:**

**The Total Number of Households Column should equal the Totals Column.**

[illegible]

## Self-sufficiency

Program Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Year: \_\_\_\_\_

### GOAL 2: THE CONDITIONS IN WHICH LOW-INCOME PEOPLE LIVES ARE IMPROVED.

|                                                                                                                                      | TOTAL NUMBER OF HOUSEHOLDS | QUIT WITHOUT CAUSE | ABANDONED WITH CAUSE | LITTLE OR NO PROGRESS | SIGNIFICANT PROGRESS | SUSTAINED PROGRESS OR GOAL ATTAINED | UNKNOWN | TOTALS |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------|----------------------|-----------------------|----------------------|-------------------------------------|---------|--------|
| <b>CHANGE IN HOUSEHOLD SITUATION</b>                                                                                                 |                            |                    |                      |                       |                      |                                     |         |        |
| <b>TOTAL HOUSEHOLDS:</b>                                                                                                             |                            |                    |                      |                       |                      |                                     |         |        |
| Start by entering the total number of households who had a goal that relates to the rows below (Employment - Other)                  |                            |                    |                      |                       |                      |                                     |         |        |
| Then for each row enter where those households ended with their goals after they left the program by using the columns to the right. |                            |                    |                      |                       |                      |                                     |         |        |
| The Total Number of Households Column should equal the Totals Column.                                                                |                            |                    |                      |                       |                      |                                     |         |        |
| <b>EMPLOYMENT</b>                                                                                                                    |                            |                    |                      |                       |                      |                                     |         |        |
| <b>EDUCATION</b>                                                                                                                     |                            |                    |                      |                       |                      |                                     |         |        |
| <b>INCOME MANAGEMENT</b>                                                                                                             |                            |                    |                      |                       |                      |                                     |         |        |
| <b>HOUSING</b>                                                                                                                       |                            |                    |                      |                       |                      |                                     |         |        |
| <b>NUTRITION</b>                                                                                                                     |                            |                    |                      |                       |                      |                                     |         |        |
| <b>SELF-SUFFICIENCY</b>                                                                                                              |                            |                    |                      |                       |                      |                                     |         |        |
| <b>HEALTH</b>                                                                                                                        |                            |                    |                      |                       |                      |                                     |         |        |
| <b>TRANSPORTATION</b>                                                                                                                |                            |                    |                      |                       |                      |                                     |         |        |
| <b>OTHER</b>                                                                                                                         |                            |                    |                      |                       |                      |                                     |         |        |
| <b>TOTALS</b>                                                                                                                        |                            |                    |                      |                       |                      |                                     |         |        |

## Homeless and/or Rental Assistance Scales

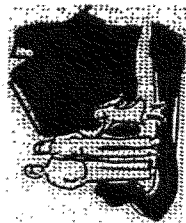
**Funding sources used to support this program:**

Year:

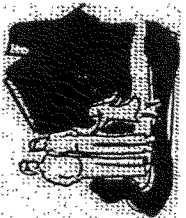
**HOUSING SITUATION CHANGE**  
**TOTAL HOUSEHOLDS:**

**See the example below!**

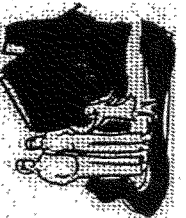
[illegible]



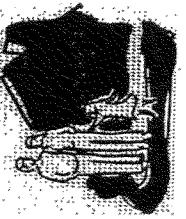
**Low Income Rental Housing Fund  
Subgrantee Manual**



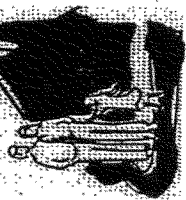
**Low Income Rental Housing Fund  
Subgrantee Manual**



**Low Income Rental Housing Fund  
Subgrantee Manual**



**Low Income Rental Housing Fund  
Subgrantee Manual**



**Low Income Rental Housing Fund  
Subgrantee Manual**



## **HOUSING AUTHORITIES LAW**

456.055 General definitions for ORS 456.055 to 456.235. As used in the Housing Authorities Law, unless the context requires otherwise:

- (1) "Affordable housing" means housing for which persons or families pay 30 percent or less of their gross income for housing, including necessary and essential utilities.
- (2) "Bonds" means any bonds, notes, interim certificates, debentures or other obligations issued by an authority pursuant to the Housing Authorities Law. The giving of a note secured by a mortgage or trust deed will not constitute a bond.
- (3) "The city" means the particular city included within a particular housing authority.
- (4) "Clerk" means the recorder of the city or the clerk of the county, as the case may be, or the officer of the city or the county, respectively, charged with the duties customarily imposed on such clerk.
- (5) "County" means any county in the state. "The county" means a particular county or counties for which a particular housing authority is created.
- (6) "Governing body" means, in the case of a city, the common council or other legislative body thereof, and, in the case of a county, the county court, commission or other legislative body thereof.
- (7) "Housing" means housing of all kinds, including but not limited to single-family dwellings, multifamily dwellings, emergency shelters, dwelling accommodations, living accommodations, residential units, housing projects or other dwellings.
- (8) "Housing unit" or "unit" means a single-family dwelling, a single apartment or other single dwelling.
- (9) "Mixed income housing" means a housing project that houses tenants with a mixture of income levels, including those not of lower income, for the purpose of reducing the rents for tenants whose incomes are no greater than 60 percent of the area median income.
- (10) "Obligee of the authority" or "obligee" includes any bondholder or trustee for any bondholder, or lessor demising to the authority property used in connection with a housing project, or any assignee of such lessor's interest or any part thereof, and the federal government when it is a party to any contract with the authority.
- (11) "Private market" means those rental housing units owned and operated by nongovernment entities and without government subsidies.
- (12) "Person of lower income" and "family of lower income" means a person or a family, residing in this state, who cannot obtain in the open market, decent, safe and sanitary housing, including the costs of utilities and taxes, for 25 percent of the gross income of such person or family.
- (13) "Person of very low income" or "family of very low income" means a person or a family whose income is no greater than 50 percent of the area median income, adjusted for family size, as determined by the Housing and Community Services Department.
- (14) "Real property" includes all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest and right, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.
- (15) "Slum" means any area where housing, by reason of neglect and dilapidation, is detrimental to the safety or health of the occupants, or the neighborhood in which it is located. [Amended by 1971 c.471 §1; 1973 c.672 §1; 1987 c.821 §1; 1989 c.874 §1; 1995 c.445 §2]

456.060 Definition of "area of operation"; intergovernmental agreements. (1) As used in the Housing Authorities Law, unless the context requires otherwise, "area of operation" includes:

(a) In the case of a housing authority of a city:

(A) The area within the city;

(B) If the city has adopted in its comprehensive land use plan an urban growth boundary recognized by the governing bodies of the counties in which it is situated, the area within that urban growth boundary; and

(C) Unless a county has an existing housing authority which is operating and substantially addressing the need for housing in the county for persons of lower income, the area within 10 miles from the territorial boundaries of the city, excepting any area which lies within the territorial or urban growth boundaries of some other city which has by ordinance prohibited such operation within the city or its urban growth boundaries because the city finds that:

(i) An existing public agency operating within the area is substantially addressing the need for housing in the city for persons of lower income; or

(ii) There is no need for housing in the city for persons of lower income.

(b) In the case of a housing authority of a county, the area within the county which lies:

(A) Outside the territorial boundaries of any city or, if a city has adopted in its comprehensive land use plan an urban growth boundary recognized by the governing bodies of the counties in which it is situated, that urban growth boundary; and

(B) Inside the territorial or urban growth boundaries of any city unless the city has by ordinance prohibited such operation within the city or its urban growth boundary because the city finds that:

(i) An existing public agency operating within the area is substantially addressing the need for housing in the city for persons of lower income; or

(ii) There is no need for housing in the city for persons of lower income.

(2) As used in this section, "need" means the condition described in ORS 456.085.

(3) Nothing in this section shall prevent units of local government from entering into intergovernmental agreements pursuant to ORS 190.003 to 190.130 for the purpose of:

(a) Establishing areas of operation which are different from the areas specified in this section, including agreements which utilize an urban growth boundary to allocate areas of operation between the housing authorities of a city and a county.

(b) Permitting a specific housing program or portion of a program to be operated in areas within the corporate limits of a city by an existing housing authority of a county or some other city.

[Amended by 1973 c.672 §2; 1977 c.667 §1; 1995 c.445 §14; 2003 c.14 §287]

456.065 Definition of "housing project." (1) As used in the Housing Authorities Law, unless the context requires otherwise, "housing project" means any work or undertaking:

(a) To demolish, clear or remove buildings from any slum area. Such work or undertaking may embrace the adaptation of such area to public purposes, including housing, parks, community services facilities or other recreational, educational, cultural or community purposes.

(b) To provide decent, safe and sanitary urban or rural housing for persons or families of lower income. Such work or undertaking may include buildings, land, equipment, facilities and other real or personal property for necessary, convenient or desirable appurtenances, streets, sewers, water service and other utilities, parks, site preparation, gardening, administrative, community services, leased commercial facilities consistent with mixed residential and commercial communities, health, recreational, educational, welfare or other purposes authorized under ORS 456.055 to 456.235.

(c) To provide community services facilities for the benefit of the health, recreation, education, culture and welfare of the entire community, without regard to the economic status of the persons or families which may utilize them. Community services facilities may include, but not be limited to, all necessary real or personal property, buildings and grounds together with all necessary, convenient or desirable appurtenances, streets, sewers, water service and other utilities, parks and gardens.

(d) To accomplish a combination of the projects listed in paragraphs (a), (b) and (c) of this subsection, but it may also be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration and repair of the improvements and all other work in connection therewith.

(e) To provide management, administration and contract services between the housing authority and owners of decent, safe and sanitary housing for the purpose of providing housing assistance payments to owners on behalf of eligible families.

(2) For purposes of this section, "community services" means services provided by public or private nonprofit organizations or service agencies that may include, but are not limited to, child care, early childhood education, health, human resources, information and referral services, basic life skills and adult literacy classes, support services designed to improve self-sufficiency, and recreational programs. [Amended by 1973 c.672 §3; 1977 c.667 §2; 1989 c.874 §2; 1993 c.125 §1; 1995 c.79 §236; 1995 c.445 §3; 1997 c.406 §1]

456.070 Declaration of necessity for establishment of housing authorities. It hereby is declared:

(1) That there exists in this state a need for an increase in affordable housing for persons or families of lower income.

(2) That it is a goal of this state to increase the availability of affordable housing for persons and families of lower income.

(3) That there is a necessity in the public interest for the Housing Authorities Law. [Amended by 1973 c.672 §4; 1995 c.445 §4]

456.075 Housing authorities created; declaration of need required before housing authority may function. In each city, as defined in ORS 456.055, and county there hereby is created a public body corporate and politic to be known as the "housing authority" of the city or county.

However, the housing authority shall not transact any business or exercise its powers until or unless the governing body of the city or the county, by proper resolution, declares that there is need for an authority to function in such city or county. The governing body of the city or the county shall also elect to have the powers of a housing authority exercised in any one of the two ways provided in ORS 456.095 (1). [Amended by 1969 c.630 §2; 1975 c.322 §1]

456.080 Determination of need for housing authority. (1) The determination whether there is a need for a housing authority to function in a city or county may be made either by election as provided in this section or by the governing body of a city or county on its own motion. The governing body of the city or county shall order the election when a petition is filed as provided in this section.

(2) A petition under this section must state that there is a need for a housing authority to function.

(3) Except as provided in subsections (4) and (5) of this section, the requirements for preparing, circulating and filing a petition under this section shall be as provided for an initiative petition:

(a) In the case of a county, in ORS 250.165 to 250.235.

(b) In the case of a city, in ORS 250.265 to 250.346.

(4) Notwithstanding ORS 250.325, a city governing body shall submit the question to the electors without first considering its adoption or rejection.

(5) If ORS 250.155 makes ORS 250.165 to 250.235 inapplicable to a county or if ORS 250.255 makes ORS 250.265 to 250.346 inapplicable to a city, the requirements for preparing, circulating and filing a petition under this section shall be as provided for an initiative petition under the county or city charter or an ordinance adopted under the county or city charter.

(6) An election under this section shall be conducted under ORS chapters 246 to 260, and:

(a) In the case of a city, must be held on a date specified in ORS 221.230.

(b) In the case of a county, must be held on a date specified in ORS 203.085.

(7) If the electors voting at the election favor the functioning of the housing authority, the governing body shall declare that there is need for such housing authority to function.

(8) The question of need shall not again be submitted at any election within one year immediately following the election at which the question was voted upon. [Amended by 1983 c.350 §275]

456.085 Adopting resolution declaring need for authority. The governing body shall adopt a resolution declaring that there is need for a housing authority in the city or county, if it finds that there exists a need for additional safe, decent and sanitary affordable housing for persons or families of lower income. [Amended by 1973 c.672 §5; 1995 c.445 §5]

456.090 Sufficiency of resolution; copy as evidence. (1) In any suit, action or proceeding involving the validity or enforcement of or relating to any contract of authority, the authority is conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of a resolution by the governing body declaring the need for the authority. The resolution is deemed sufficient if it declares that there is a need for an authority and finds that the condition described in ORS 456.085 exists in the city or county, in substantially the terms used in that subsection, no further detail being necessary.

(2) A copy of such resolution duly certified by the clerk shall be admissible in evidence in any suit, action or proceeding. [Amended by 1995 c.445 §15]

456.095 Appointment and qualification of commissioners of housing authorities. (1) When the governing body of a city or county adopts a resolution pursuant to ORS 456.085, the governing body may then elect to have the powers of a housing authority under this chapter, ORS chapter 455 and ORS 446.515 to 446.547 exercised in any of the following ways:

(a) Appointing by resolution, a commission composed of five, seven or nine persons.

(b) Declaring, by resolution, that the governing body, itself, shall exercise the powers of a housing authority under this chapter, ORS chapter 455 and ORS 446.515 to 446.547. A governing body that exercises the powers of a housing authority may appoint at least one but not more than two additional commissioners for the housing authority. An appointed commissioner has the same authority as other housing authority commissioners, but may not exercise any powers of the governing body. At least one appointed commissioner must be a resident who receives direct assistance from the housing authority. The second appointed commissioner, if any, at a minimum must live within the jurisdiction of the authority. An appointed commissioner serves a term of office equal in length to the terms of office for governing body members, but not more than four years. An appointed commissioner may be removed only for cause as described in ORS 456.110 or if the commissioner ceases to meet the requirements for being an appointed commissioner. In the event that a housing authority commission consisting of the governing body of a city and one or more appointed commissioners has an even number of members, the mayor shall be included as a member of the commission for the housing authority. An act of a

governing body exercising the powers of a housing authority is an act of the commission for the housing authority only and not of the governing body.

(2) When the governing bodies of two or more authorities join and cooperate with one another and create a regional authority to exercise all the powers conferred by the Housing Authorities Law, as authorized by ORS 456.140, the governing bodies of the cooperating cities and counties shall by resolution appoint a commission for the regional authority consisting of nine persons. The cooperating cities and counties shall each appoint an equal number of the nine commissioners. If nine divided by the number of joining or cooperating cities and counties produces a fraction, then the commissioners appointed by such cities and counties shall appoint one commissioner so that nine commissioners in all are appointed. The nine commissioners appointed by or on behalf of cities or counties may appoint at least one but not more than two additional commissioners for the housing authority. At least one additional commissioner must be a resident who receives direct assistance from the housing authority. The second additional commissioner, if any, at a minimum must live within the jurisdiction of the authority. The term of office for an additional commissioner is equal to the term of office for a commissioner appointed by or on behalf of cities or counties. An additional commissioner may be removed only for cause as described under ORS 456.110 or if the person ceases to meet the requirements for being an additional commissioner.

(3) A commissioner of an authority may not be an officer or employee of any city or county for which the authority is created, unless the commissioner is a member of the governing body or one of the governing bodies.

(4) Persons appointed to the commission shall include a variety of occupations. At least one commissioner, but not more than two commissioners, appointed under subsection (1)(a) of this section must be a resident who receives direct assistance from the housing authority.

(5) A certificate of appointment or reappointment of any commissioners shall be filed with the clerk of each of the cities and counties included in the authority. Such certificate shall be conclusive evidence of the due and proper appointment of a commissioner. [Amended by 1969 c.630 §3; 1971 c.592 §1; 1973 c.672 §6; 1975 c.335 §1; 2001 c.547 §3]

456.100 Terms and compensation of commissioners. (1) The commissioners of a five-member authority who are first appointed shall serve terms as follows:

- (a) One commissioner shall be appointed for a term of one year.
- (b) One commissioner shall be appointed for a term of two years.
- (c) One commissioner shall be appointed for a term of three years.
- (d) Two commissioners shall be appointed for terms of four years.

(2) The commissioners of a seven-member authority who are first appointed shall serve terms as follows:

- (a) One commissioner shall be appointed for a term of one year.
- (b) Two commissioners shall be appointed for terms of two years.
- (c) Two commissioners shall be appointed for terms of three years.
- (d) Two commissioners shall be appointed for terms of four years.

(3) The commissioners of a nine-member authority who are first appointed shall serve terms as follows:

- (a) Two commissioners shall be appointed for terms of one year.
- (b) Two commissioners shall be appointed for terms of two years.
- (c) Two commissioners shall be appointed for terms of three years.
- (d) Three commissioners shall be appointed for terms of four years.

(4) Thereafter, commissioners shall be appointed by resolution in the same manner as their original appointment for a term of office of four years except that all vacancies shall be filled for the unexpired term. A commissioner shall hold office until a successor has been appointed and qualified.

(5) A commissioner shall receive no compensation for services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of the duties of the commissioner. [Amended by 1973 c.672 §7; 2001 c.547 §4]

Note: Section 2, chapter 547, Oregon Laws 2001, provides:

Sec. 2. (1) Notwithstanding any original term of appointment, a member of a board or commission created pursuant to ORS 456.095 (1)(a) (1999 Edition) who holds office immediately prior to the effective date of this 2001 Act [June 22, 2001] shall serve a term of office that expires on the effective date of this 2001 Act or four years after commencement of the term of office, whichever is later.

(2) Notwithstanding ORS 456.100, for each board or commission position vacated on the effective date of this 2001 Act pursuant to subsection (1) of this section, the appointing authority shall make an appointment to the vacant position for a term of office that expires on the date the term of office for the vacant position was originally scheduled to expire. Unless the appointing authority appoints a different person to the position on or before the 10th day after the effective date of this 2001 Act, the board or commission member occupying the position immediately prior to the effective date of this 2001 Act is considered to have been reappointed to the position for the term of office described under this subsection.

(3) Upon the expiration of an appointment made pursuant to subsection (2) of this section, the governing body shall make appointments to the position as provided under ORS 456.100 (4). The appointing authority may, however, adjust the term of office for the initial appointment made under this subsection to minimize the number of board or commission terms expiring in the same year. [2001 c.547 §2]

456.105 Organization; officers; quorum; employees; legal services. (1) A majority of the commissioners of an authority shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes.

(2) Except as otherwise provided in the Housing Authorities Law, action may be taken by the authority upon a vote of a majority of the commissioners present, a quorum being present, unless the bylaws of the authority require a larger number.

(3) The authority shall select a chairperson and vice chairperson from among its commissioners.

(4) An authority may employ a secretary (who shall be executive director), technical experts and such other officers, agents and employees, permanent and temporary, as it requires. It shall determine their qualifications, duties and compensation.

(5) For such legal services as it requires, an authority may, if it is not a regional authority, call upon the chief law officer of the city or the county or it may employ its own counsel and legal staff. [Amended by 1973 c.672 §8]

456.110 Removal of commissioner. For inefficiency or neglect of duty or misconduct in office, a commissioner of an authority appointed pursuant to ORS 456.095 (1) or (2) may be removed by the mayor or, in the case of an authority for a county, by the governing body of the county or, in the case of a regional authority, by the appointing authority for the commissioner. This section does not allow the removal of a member of a governing body exercising power as a housing authority. A commissioner shall not be removed until after the commissioner has been given a copy of the charges at least 10 days prior to the hearing thereon and had an opportunity to be

heard in person or by counsel. In the event of the removal of any commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the clerk for each city and county in the authority. [Amended by 1969 c.630 §4; 1973 c.672 §9; 2001 c.547 §5]

456.115 Commissioners and employees may not have interest in project other than as tenant; disclosure of interest; duty to act as prudent person. (1) No commissioner or employee of an authority shall acquire any interest in any housing project or in any property included or planned to be included in any project, nor shall the commissioner or employee of an authority have an interest except as a tenant in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project.

(2) For the purposes of subsection (1) of this section, the leasehold interest of a tenant appointed to the board or commission under ORS 456.095 shall not be considered an interest in a project, property or contract if the leasehold interest is granted on the same basis and is subject to the same terms and conditions as other leasehold interests of other tenants of the authority. A tenant-commissioner shall refrain from voting on any action that affects the individual interest of the tenant-commissioner as distinguished from the interests of tenants as a class.

(3) If any commissioner or employee of an authority owns or controls an interest in any property included or planned to be included in any housing project, the commissioner or employee immediately shall disclose the same in writing to the authority. Such disclosure shall be entered upon the minutes of the authority. Failure so to disclose such interest shall constitute misconduct in office.

(4) A commissioner shall discharge the commissioner's duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

[Amended by 1975 c.335 §2; 1995 c.483 §1]

456.120 Powers of housing authority as public corporation. A housing authority shall constitute a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes of the Housing Authorities Law. These powers shall be vested in the commissioners of the authority and shall include the following in addition to others granted in the Housing Authorities Law:

(1) To sue and be sued.

(2) To have a seal and to alter the same at pleasure.

(3) To have perpetual succession.

(4) To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority.

(5) To make and from time to time amend and repeal bylaws, rules and regulations, not inconsistent with the Housing Authorities Law, to carry into effect the powers and purposes of the authority.

(6) To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works or facilities for, or in connection with, a housing project or the occupants thereof.

(7) Notwithstanding any laws to the contrary, to include in any contract let in connection with a project, stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the federal government attaches to its financial aid of the project.

(8) To lease or rent any housing, lands, buildings, structures or facilities embraced in any housing project and, subject to the limitations of the Housing Authorities Law, to establish and revise the rents or charges therefor.

(9) To own, hold and improve real or personal property.

(10) To purchase, buy on contract, exchange, lease, lease back, obtain options upon, acquire by gift, grant, bequest, devise or otherwise any real or personal property or any interest therein and to give its mortgage or trust deed covering any real property or security agreement covering any personal property or any interest in either.

(11) To sell, mortgage, lease, rent, exchange, transfer, assign, pledge or otherwise dispose of any real or personal property or any interest therein.

(12) To insure or provide for the insurance of any real or personal property or operations of the authority against any risks or hazards.

(13) To procure insurance or guarantees from the federal government of the payment of any debts or parts thereof, whether or not incurred by said authority, secured by mortgages on any property included in any of its housing projects.

(14) To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or any investment in which an Oregon city may legally invest surplus funds, and, in addition, to invest bond proceeds and amounts held in bond payment, reserve and proceeds accounts in investment agreements that:

(a) Produce a guaranteed rate of return;

(b) Are fully collateralized by direct obligations of, or obligations guaranteed by, the United States; and

(c) Require that the collateral be held by the authority, an agent of the authority or a third-party safekeeping agent.

(15) To purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be canceled.

(16) To exercise all or any part or combination of powers granted in the Housing Authorities Law.

(17) To borrow money pursuant to ORS 456.055 to 456.235 or as otherwise allowed and accept advances, loans or grants or any other form of financial assistance or any combination of these forms of assistance from the federal government, state, county or other public body, or from any sources, public or private, for the purpose of undertaking and carrying out housing projects.

(18) To enter in a partnership agreement with or loan money to an individual, partnership, corporation or other association to finance, plan, undertake, construct, acquire or operate a housing project.

(19) To finance a mixed income housing project that will not be owned by the authority and meets the following requirements:

(a) No fewer than 20 percent of the units in the project so financed shall be rented to households with incomes of 50 percent or less of area median income;

(b) No fewer than 40 percent of the units in the project so financed shall be rented to households with incomes of 60 percent or less of area median income; or

(c) The minimum requirements imposed by any federal tax law that is applicable to the project.

[Amended by 1987 c.821 §2; 1989 c.874 §3; 1991 c.600 §1; 1995 c.79 §237; 1995 c.445 §6; 1995 c.483 §2]



456.122 Inapplicability of laws relating to other public bodies. Unless specifically provided, no law with respect to the acquisition, operation or disposition of property by other public bodies applies to a housing authority.

456.125 Research, planning, construction and operation of housing projects. Within its area of operation, a housing authority may:

- (1) Investigate into living, dwelling and housing conditions and into the means and methods of improving such conditions by either the housing authority or the private market.
- (2) Determine where slum areas exist or where there is a shortage of decent, safe and sanitary housing for persons or families of lower income.
- (3) Make studies and recommendations relating to the problem of clearing, replanning and reconstructing slum areas to provide affordable housing and the problem of providing housing for persons or families of lower income. An authority is encouraged to cooperate with the private market and the city, county or state or any of their political subdivisions in action taken in connection with identifying and solving such problems.
- (4) Engage in research, studies and experimentation on the subject of housing.
- (5) Prepare, carry out, acquire, lease and operate housing projects.
- (6) Provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof. [Amended by 1973 c.672 §10; 1995 c.445 §7]

456.128 Housing authority intellectual property. (1) As used in this section:

(a) "Housing authority" means a housing authority created under ORS 456.075. "Housing authority" includes a person exercising delegated powers and duties under ORS 456.135, a local government electing under ORS 456.095 to have the powers of a housing authority and a body to which powers and authority are transferred under ORS 456.233.

(b) "Intellectual property" and "person" have the meanings given those terms in ORS 456.562.

- (2) Subject to any superior patent rights or copyrights, a housing authority may license, share or otherwise provide for the use by a person of intellectual property acquired or developed by the authority. Except as provided in this subsection, the housing authority may charge fees for licensing, sharing or otherwise providing for the use of the intellectual property. The housing authority may not charge a fee under this subsection to a federal, state or local government body.
- (3) A housing authority may take actions that the authority deems necessary and appropriate to carry out this section, including but not limited to applying for patents or copyright registration to perfect or preserve the authority's rights in intellectual property. [2003 c.605 §2]

Note: 456.128 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 456 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

456.130 Investigations, hearings and recommendations of authority. Any authority, acting through one or more commissioners or other persons designated by the authority, may:

- (1) Conduct examinations and investigations and hear testimony and take proof under oath at private or public hearings on any matter material for its information.
- (2) Administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and issue commissions for the examination of witnesses who are outside the state or unable to attend before the authority or excused from attendance.
- (3) Make available to appropriate agencies, including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or insanitary structures within the area of operation, its findings and recommendations with regard to any

buildings or property where conditions exist which are dangerous to the public health, morals, safety or welfare.

456.135 Delegation of powers or duties. An authority may delegate to one or more of its agents or employees such powers or duties as it deems proper.

456.140 Joinder or cooperation of authorities. Any two or more authorities may join or cooperate with one another in the exercise of any or all of the powers conferred by the Housing Authorities Law for the purpose of financing, planning, undertaking, constructing or operating a housing project or projects located within the area of operation of one or more of the authorities.

456.145 Eminent domain. (1) An authority may acquire, by the exercise of the power of eminent domain, any real property which it deems necessary for its purposes after adoption by it of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes. An authority may exercise the power of eminent domain in the manner provided for in the laws of this state for the condemnation of lands or rights of way by public or quasi-public corporations for public use or for corporate purposes; or in the manner provided by law for the appropriation of real property, or rights therein or thereto, by private corporations; or in the manner provided by any other applicable statutory provisions for the exercise of the power of eminent domain.

(2) Property already devoted to a public use may be acquired in like manner, but no real property belonging to the city, the county, the state or any political subdivision thereof may be acquired without its consent.

456.150 Housing projects subject to local laws; consideration of other programs. (1) All housing projects of an authority shall be subject to the planning, zoning, sanitary and building laws, ordinances and regulations applicable to the locality in which the housing project is situated.

(2) In the planning and location of any housing project, an authority shall take into consideration the relationship of the project to any larger plan or long-range program for the development of the area in which the housing authority functions.

456.153 Financing of mixed income housing project allowed; resolution. A housing authority may finance a mixed income housing project if:

(1) The housing authority determines that a substantial number of persons or families of very low income in the area served by the authority cannot obtain housing for 30 percent or less of their income.

(2) Based on the determination under subsection (1) of this section, the housing authority adopts a resolution declaring the need for additional housing for persons or families of lower income that can be addressed by the provision of financing for a mixed income housing project. [1995 c.445 §9]

456.155 Policy regarding profit from projects; reserves. (1) It hereby is declared to be the policy of this state that:

(a) Each housing authority shall manage and operate its housing projects in an efficient and cost-effective manner so as to enable it to set the rents for housing units at the lowest possible rates consistent with providing decent, safe and sanitary housing and fulfilling the unmet need of affordable housing for persons or families of lower income.

(b) No housing authority shall construct or operate any such housing for profit, or as a source of revenue to a city or a county.

(2) Notwithstanding any provisions of this section to the contrary, a housing authority may establish and maintain reasonable reserves for the purpose of providing additional housing

projects that the authority owns or manages and otherwise administering its programs pursuant to this chapter. [Amended by 1977 c.343 §1; 1989 c.874 §4; 1995 c.445 §10]

**456.160 Limitations as to rentals.** In the operation or management of housing projects, a housing authority shall at all times observe the following duties with respect to rentals and tenant selection:

(1) It may rent or lease the housing only to persons or families of lower income, except:

(a) Where an authority enters into a lease agreement under which the authority manages housing for the owner thereof, a substantial number of housing units shall be rented or leased to persons or families of lower income; or

(b) When an acquisition of an existing housing unit houses a tenant not of lower income, the tenant may remain in the unit at the discretion of the authority, unless the tenant is determined ineligible for reasons other than income qualification.

(2) It may rent or lease the housing at rents no higher than will provide revenue sufficient to give financial stability to the housing authority. However, this limitation shall not apply to housing units that are not occupied by families receiving assistance from an authority where an authority manages such units pursuant to a lease agreement with the owner thereof in accordance with subsection (1) of this section. [Amended by 1973 c.672 §11; 1977 c.667 §3; 1987 c.821 §3; 1995 c.445 §11]

**456.165 Vested rights of creditors not affected by restrictions of ORS 456.155 and 456.160.** ORS 456.155 and 456.160 do not limit the power of an authority to vest in an obligee the right, in the event of a default by the authority, to take possession of a housing project or cause the appointment of a receiver thereof or acquire title thereto through foreclosure proceedings, free from all the restrictions imposed by those sections.

**456.170 Reports and recommendations by authority.** At least once a year, an authority shall file with the clerk of each city and county in the authority a report of its activities for the preceding year, and shall make recommendations with reference to such additional legislation or other action as it deems necessary in order to carry out the purposes of the Housing Authorities Law. [Amended by 1973 c.672 §12]

**456.175 Issuance of bonds; means for payment.** An authority may issue bonds from time to time in its discretion upon the resolution adopted by a majority vote of the commissioners for any of its corporate purposes. An authority may also issue refunding and advance refunding bonds for the purpose of paying or retiring bonds previously issued by it. [Amended by 1989 c.874 §5]

**456.180 Liability on bonds; debt limitation.** (1) Neither the commissioners of an authority nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof.

(2) The bonds and other obligations of an authority shall not be a debt of the city, the county, the state or any political subdivision thereof, and the bonds and obligations shall so state on their face. Neither the city, the county, nor the state or any political subdivision thereof shall be liable thereon. Nor, in any event, shall such bonds or obligations be payable out of any funds or properties other than those of the authority.

(3) The bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

**456.185 Issuance of bonds; type, form and sale of bonds.** (1) Bonds of an authority shall be authorized by its resolution adopted by a vote of a majority of the commissioners, and may be issued in one or more series.

(2) The bonds shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payments, at such places, and be subject to such terms of redemption, with or without premium, as such resolution, its trust indenture or mortgage may provide. Bonds of an authority may be issued in zero coupon form or subject to federal taxation of interest thereon if the resolution authorizing issuance so provides.

(3) The bonds may be sold at public sale held after notice published once at least five days prior to such sale in a newspaper having a general circulation in the area of operation and in a financial newspaper published in San Francisco, California, or in New York, New York. However, at the discretion of an authority, if the resolution authorizing issuance so provides, the bonds may be sold on a negotiated basis or at private sale without any public advertisement. [Amended by 1969 c.694 §13; 1973 c.672 §13; 1977 c.188 §5; 1981 c.94 §42; 1989 c.874 §8; 2001 c.215 §11]

456.190 Signatures validated; presumption of validity of bond. (1) In case any of the commissioners or officers of the housing authority whose signatures appear on any bonds or coupons cease to be commissioners or officers before the delivery of such bonds, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners or officers had remained in office until delivery. Any law to the contrary notwithstanding, bonds issued pursuant to the Housing Authorities Law are fully negotiable.

(2) In any suit, action or proceedings involving the validity or enforceability of any bond of an authority or the security therefor, any such bond reciting in substance that it has been issued by the authority to aid in financing a housing project to provide housing for persons or families of lower income is conclusively deemed to have been issued for a housing project of such character and said project is conclusively deemed to have been planned, located and constructed in accordance with the Housing Authorities Law. [Amended by 1973 c.672 §14; 1995 c.445 §12]

456.195 [Repealed by 1989 c.874 §9]

456.197 [1969 c.694 §15; 1973 c.672 §15; repealed by 1989 c.874 §9]

456.200 Powers of authority in securing payment of bonds or lease obligations. In connection with the issuance of bonds or the incurring of obligations and in order to secure the payment of such bonds or obligations, an authority may:

(1) Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or thereafter comes into existence.

(2) Mortgage its real or personal property, then owned or thereafter acquired.

(3) Covenant against pledging all or any part of its rents, fees and revenues, or against mortgaging all or any part of its real or personal property to which its right or title then exists or may thereafter come into existence or against permitting or suffering any lien on such revenues or property.

(4) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any housing project or any part thereof.

(5) Covenant as to what other or additional debts or obligations may be incurred by it.

(6) Covenant as to the bonds to be issued and as to the issuance of such bonds in escrow or otherwise, and as to the use and disposition of the proceeds thereof.

(7) Provide for the replacement of lost, destroyed or mutilated bonds.

(8) Covenant against extending the time for the payment of its bonds or interest thereon.

(9) Redeem the bonds and covenant for their redemption and provide the terms and conditions thereof.

(10) Covenant, subject to the limitations of the Housing Authorities Law, as to the rents and fees to be charged in the operation of a housing project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.

(11) Create or authorize the creation of special funds for moneys held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the moneys held in such funds.

(12) Prescribe the procedure, if any, by which the terms of any contract with bondholders may be amended or abrogated, the amount of bonds the holders of which must consent thereto and the manner in which such consent may be given.

(13) Covenant as to the use, maintenance and replacement of its real and personal property, the insurance to be carried thereon and the use and disposition of insurance moneys.

(14) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.

(15) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its bonds or obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

(16) Vest in a trustee or trustees or the holders of bonds or any proportion of them the right to enforce the payment of the bonds or any covenants securing or relating to the bonds.

(17) Vest in a trustee or trustees the right, in the event of a default by said authority, to take possession and use, operate and manage any housing project or part thereof, and to collect the rents and revenues arising therefrom and to dispose of such moneys in accordance with the agreement of the authority with said trustee.

(18) Provide for the powers and duties of a trustee or trustees and to limit their liabilities.

(19) Provide the terms and conditions upon which the trustee or trustees or the holders of bonds or any proportion of them may enforce any covenant or rights securing or relating to the bonds.

(20) Exercise all or any part or combination of the powers granted in this section.

(21) Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.

(22) Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its bonds, or, in the absolute discretion of said authority, tending to make the bonds more marketable although the covenants, acts or things are not enumerated in this section.

(23) Purchase letters of credit, bond insurance or any other credit enhancement device that would establish or increase marketability of its bonds.

(24) Pay its obligations with income, revenues or loan repayments of the housing project financed with the proceeds of such obligations, or with such proceeds together with a grant from the federal government or this state in aid of such project. [Amended by 1987 c.821 §5; 1989 c.874 §6; 1991 c.600 §2]

456.202 Short-term bond anticipation notes. (1) An authority shall have the power to borrow money for the purposes for which its bonds are to be issued in anticipation of the receipt of proceeds of the sale of such bonds and within the authorized maximum of such bond issue.

(2) Bond anticipation notes shall be issued for all moneys borrowed under the provisions of this section. Such notes may be issued for a period not exceeding one year and may be renewed from time to time for periods not exceeding one year, but each such note, including renewals, shall mature and be paid not later than five years after the date on which the original note was issued. Such notes shall be authorized by resolution of the authority, adopted by a majority of the

commissioners, and shall be in such denomination or denominations, shall bear interest at such rate or rates, shall be in such form, and shall be executed in such manner, all as a majority of the commissioners shall prescribe. Such notes may be sold at public or private sale in the manner and at such price or prices or for such other consideration, including real or personal property, as the authority shall determine, provided that if such notes be renewal notes, they may be exchanged for notes then outstanding on such terms as the authority shall determine. [1977 c.342 §2]

**456.205 Enforcing rights of obligee of an authority.** An obligee of an authority, in addition to all other rights conferred on the obligee, subject only to any contractual restrictions binding upon the obligee, may:

(1) By mandamus or other action or proceeding for legal or equitable remedies, compel the authority and its commissioners, officers, agents or employees to perform each and every term, provision and covenant contained in any contract of the authority with or for the benefit of such obligee, and require the carrying out of all covenants and agreements of the authority and the fulfillment of all duties imposed upon the authority by the Housing Authorities Law.

(2) By action or proceeding, enjoin any acts or things which may be unlawful, or the violation of any rights of the obligee. [Amended by 1979 c.284 §149]

**456.210 Power of authority to confer additional rights upon obligee.** An authority, by its resolution, trust indenture, mortgage, lease or other contract, may confer upon any obligee holding or representing a specified amount in bonds, or holding a lease, the right, in addition to all rights that may otherwise be conferred, upon the happening of an event of default as defined in such resolution or instrument, by suit, action or proceeding in any court of competent jurisdiction:

(1) To cause possession of any housing project or any part thereof to be surrendered to an obligee.

(2) To obtain the appointment of a receiver of any housing project of the authority or any part thereof and of the rents and profits therefrom. If a receiver is appointed, the receiver may enter and take possession of the housing project or any part thereof and operate and maintain it and collect and receive all fees, rents, revenues or other charges thereafter arising therefrom, and shall keep such moneys in separate accounts and apply them in accordance with the obligations of the authority as the court directs.

(3) To require the authority and its commissioners to account as if it and they were the trustees of an express trust.

**456.215 Financial aid and cooperation of federal government.** (1) An authority may:

(a) Borrow money or accept grants or other financial assistance from the federal government for or in aid of any housing project within its area of operation.

(b) Take over or lease or manage any housing project or undertaking constructed or owned by the federal government.

(c) Comply with such conditions and enter into such mortgages, trust indentures, leases or agreements as may be necessary, convenient or desirable for the purposes of this subsection.

(2) It is the purpose and intent of the Housing Authorities Law to authorize every authority to do all things necessary or desirable to secure the financial aid or cooperation of the federal government in the undertaking, construction, maintenance or operation of any housing project by such authority.

**456.220 Exemption of property from process or judgment lien.** All real property of an authority is exempt from levy and sale by virtue of an execution. No execution or other judicial process

shall issue against such property nor shall any judgment against an authority be a charge or lien upon its real property. However, this section does not apply to or limit the right of obligees to foreclose or otherwise enforce any mortgage of an authority or the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by an authority on its rents, fees or revenues.

456.225 [Amended by 1991 c.851 §1; 1995 c.445 §13; 1997 c.406 §2; renumbered 307.092 in 2003]

456.230 Bonds and income therefrom exempt from taxes. Bonds of an authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities. The bonds, together with interest thereon and income therefrom, are exempt from taxes.

456.233 Transfer of housing authority from governing body to separate board. If, pursuant to this chapter, ORS chapter 455 and ORS 446.515 to 446.547, the governing body in a city or a county has declared, by resolution, that the governing body itself shall exercise the powers of a housing authority under this chapter, ORS chapter 455 and ORS 446.515 to 446.547, the governing body may thereafter, by resolution, elect to transfer such powers and the authority to act as the housing authority to any other body which may be designated by this chapter, ORS chapter 455 and ORS 446.515 to 446.547 to exercise such powers. The governing body of the city or county may, by resolution, transfer the powers and authority to act as the housing authority to itself. All duties and obligations of the governing body as the housing authority of the municipality shall thereafter be assumed and performed by the body to which such powers and authority are transferred. [1969 c.630 §1; 1975 c.322 §2; 1979 c.621 §17]

456.235 Dissolution of housing authorities. (1) A housing authority may be dissolved upon a majority vote of its commissioners at any regular or special meeting of the commission whereof all the members of the commission have been notified. Except with the consent of the obligees of the housing authority to dissolution, no authority having outstanding bonds or indebtedness shall be dissolved unless the assets of the authority are sufficient to pay such bonds and indebtedness. A copy of the order or resolution of dissolution shall be filed with the clerk of the city or the county, as the case may be.

(2) Upon dissolution of an authority, the property and assets thereof not required for the liquidation of indebtedness of the authority shall vest in or be paid over to the city or the county for which the authority was created or, where a regional authority is dissolved, be paid over to the cities and counties in the authority in proportion to the population within each cooperating city and county according to the most recent determination under ORS 190.510 to 190.610; provided, that if the housing project be located within an incorporated city, then such property and assets shall be paid over and delivered to such city, even though the authority may have been created by a county. Any moneys so received by the clerk shall be credited to the general fund of the city or the county, as the case may be.

(3) After voting for dissolution the authority shall be dissolved for all purposes, excepting, there shall be allowed a period of not to exceed three years after said vote for the liquidation of indebtedness and final settlement of its affairs. [1953 c.716 §2; 1973 c.672 §16]

## Instructions for the Homeless and/or Rental Assistance Scales Reporting Form

### **IMPORTANT**

The report is due 45 days after each 6 month period (February 15<sup>th</sup> & August 15<sup>th</sup>)

***The report must be submitted electronically via e-mail to the CSBG Program Coordinator at OHCS.***

**Reporting Purpose:** Please complete the Homeless and/or Rental Assistance Scales as they are a requirement for your agency if you use any of the following funds for case management: CofC, CSBG, EHA, ESGP, HOPWA, HSP, HTBA, LIRHF, and SHAP. HTBA and LIRHF programs can not fund case management, but do require that clients receive case management and be reported in this report. These scales are a means of measuring the effectiveness of federal and state funded programs that directly relate to providing case management services and is an indicator of the effectiveness of your programs and the effect of the services provided to your clients. They are also a requirement for CSBG as they collect outcome information for three of the six ROMA goals.

**How to navigate and enter information into this form on the computer:**

**Funding sources used to support this program:** Using the Tab key or your mouse, place the cursor inside the yellow field. A drop down arrow will appear to the right of the field, left click on that drop down arrow with your mouse. Then left click to select the funding sources used to support this program from the drop-down list (CSBG, CofC, EHA, ESGP, HOPWA, HSP, HTBA, LIRHF and SHAP).

**Agency Name:** Using the Tab key or your mouse, place the cursor inside the yellow field. A drop down arrow will appear to the right of the field, left click on that drop down arrow with your mouse and scroll to your agency name and left click to select (agency names are listed alphabetically and abbreviated).

**Program Name:** Type your program and/or subgrantee name (service provider name).

**Reporting Period:** Using the Tab key or your mouse, place the cursor inside the yellow field. A drop down arrow will appear to the right of the field, left click on that drop down arrow with your mouse and scroll to appropriate reporting period and left click to select (1<sup>st</sup> reporting period - 07/01 to 12/31, 2<sup>nd</sup> reporting period - 01/01 to 06/30).

**Year:** Using the Tab key or your mouse, place the cursor inside the yellow field and left click with the mouse. A drop down arrow will appear on the right side of the field. Left click on the drop down arrow and scroll to the appropriate reporting year and left click to select.

### **Housing Situation Change Scale**

**In the column named Total Number of Households** enter the total number of households (a person or family) whose living situation prior to case management was any of the below categories:



**Homeless:** Enter the number of households who are without a permanent living situation and who does not have the financial and/or personal ability to obtain housing.

**Emergency Shelter:** Temporary housing designed to provide a secure, healthy place for homeless persons to stay until they are able to move to transitional or permanent housing. Usually, 30-days limit to stay in the shelter with possible extension.

**Transitional Housing:** Enter the number of households who are living in housing with supportive services for homeless persons who need assistance to make the transition from homelessness to self-sufficiency. Usually, 2 years limit to stay in transitional housing.

**Permanent Unsubsidized Rental Housing:** Enter the number of households who are living in a rental unit offering independent, self-sufficient permanent housing within their means to afford.

**Permanent Public Housing:** Enter the number of households who are living in rental units that include apartment units or residential type homes which are owned and operated by the housing authority.

**Permanent Section 8:** Enter the number of households who are living in privately owned apartment units or residential type homes subsidized through a Section 8 Certificate or Voucher provided by the housing authority.

**Permanent Subsidized NON Public or Section 8:** Enter the number of households who are living in privately owned apartment units or residential type homes rented at market rates that are subsidized by a non-Section 8 program.

**Home Ownership:** Enter the number of households who are living in owner-occupied residential home.

**Permanent Supportive Housing:** Enter the number of households who are living in housing for homeless persons who, because of their disability or the need for significant services, are unable to obtain permanent, independent housing.

**Unknown:** Enter the number of households who are housing situation prior to being case managed is unknown.

### **How to complete the form:**

**Navigating:** Use the tab key to move the cursor into a field. Do not use the mouse.

1. Start by entering the total number of households who stated what their living situation was prior to case management in the rows named Homeless through Unknown.
2. Then for each row enter where those households finished, in the continuum, by using the columns named Homeless through Unknown.
3. The Total Number of Households prior to Case Management column should equal the Total Number of Households after Case Management column for each row.

## **Self-sufficiency scale**

**Purpose:** To measure the self-sufficiency of homeless clients.

**Number of Households:** Enter the total number of Households (families or singles) for each of the categories below.

**Employment:** Enter the number of households who have an Employment related goal. For example, they are working towards getting and keeping a job, having job training and placement as a result of the case management program.

**Education:** Enter the number of households who have a goal related to Education. For example, they are working towards receiving their GED equivalent as a result of the case management program.

**Income Management:** Enter the number of households who have a goal that is related to Income Management. For example, they are able to budget and account for household income and expenses, able to maintain a checking or saving account; to maintain good credits and pay off past and current debts as a result of the case management program.

**Housing:** Enter the number of households who have a goal that is related to Housing. For example, they are able to secure and maintain permanent housing (rental or owned housing) without the help of emergency or public assistance as a result of the case management program.

**Nutrition:** Enter the number of households who have a goal related to Nutrition. For example, they are able to buy, cook and/or eat healthy food to improve diet as a result of the case management program.

**Health:** Enter the number of households who have a goal related to Health. For example, they are able to get medical, dental, mental and health services through the Oregon Health Plan or private health insurance; and have a stable physical and mental condition as a result of the case management program.

**Transportation:** Enter the number of households who have a goal related to Transportation. For example, they are able to pay for their own bus fare, purchase their own vehicle or pay for auto insurance as a result of the case management program.

**Other:** Enter the number of households who have a goal related to something other than the ones listed above. For example, they are able to have a stable and supportive relationship with family and friends as a result of the case management program.

**Quit without cause:** Enter the number of households who ended participation in the program without justification.

**Abandoned with cause:** Enter the number of households who ended participation in the program because it is no longer appropriate to continue goal.

**Little or no progress:** Enter the number of households trying to achieve the goal, however, barriers are blocking progress.

**Significant Progress:** Enter the number of households showing improvement in all or some situation. Client following the steps to achieve the goals in the action plan.

**Sustained progress or goal attained:** Enter the number of households who have had sustained progress, and/or achieved their goal.

**How to complete the form:**

**Navigating:** Use the tab key to move the cursor into a field. Do not use the mouse.

1. Start by entering the total number of households who had a goal that relates to the rows named Employment through Other.
2. Then for each row enter where those households ended with their goals after they left the program by using the columns named Quit without Cause through Unknown.
3. The Total Number of Households column should equal the Totals column.

**Income scale**

**Purpose:** To measure the change in income-level of homeless clients.

**Number of Households:** Enter the total number of households (singles or families) assisted.

**No Income:** Enter the number of households having zero monthly income.

**\$1-250 through \$2,001+:** Enter the number of households that have a monthly income that falls into one of these categories.

**Lost Income:** Enter the number of households that received less income from their previous reported monthly income.

**Gain of Income from \$0 to \$ 501+:** Enter the number of households that increased their income from their previous reported monthly income into one of the categories.

**How to complete the form:**

**Navigating:** Use the tab key to move the cursor into a field. Do not use the mouse.

1. Start by entering the total number of households who had an income that relates to the rows named No Income through 2,001+.
2. Then for each row enter how much income the households lost or gained after case management by using the columns named Lost Income through Unknown Change.
3. The Total Number of Households column should equal the Totals column.

## **Inter-jurisdictional Working Group on Rent Assistance**

### **Proposed Program Model and Procurement Design Released for Public Review and Comment – December 2004**

#### **INTRODUCTION**

This document presents information about the background, charge, process, and proposed recommendations for the creation of an integrated system of rent assistance. This information is the result of work produced by representatives from four jurisdictions – the Housing Authority of Portland (HAP), City of Gresham, City of Portland, and Multnomah County.

**The document is a draft for public review and comment. After gaining an understanding of the public's response to this draft, the jurisdictions will act to finalize changes to the rent assistance system. Public feedback is encouraged and appreciated.**

This document outlines a new system of administering, accessing, and delivering rental assistance. For the first time, rent assistance will be delivered as a comprehensive system with the participation and support of multiple jurisdictions. We believe that implementation of this new system will greatly improve the way in which rent assistance is delivered to those most in need; thereby improving the lives of people affected by homelessness in Multnomah County. We value your participation and input and thank you for your time and effort.

#### **BACKGROUND**

Multnomah County Office of School & Community Partnerships (OSCP), the City of Portland, the City of Gresham, and HAP have been providing short-term rental assistance resources to agencies through various programs for over ten years. These resources have evolved into three main programs called The Clearinghouse, Transitions to Housing, and the Rental Assistance Supplemental Program (RASP), encompassing six different funding sources from the federal, state, and local levels, and administered by three administrative entities.

In May 1993, the Housing Authority of Portland (HAP), City of Gresham, City of Portland, and Multnomah County OSCP approved an Intergovernmental Agreement (IGA) for the distribution of Payment in Lieu of Taxes (PILOT) revenue, a voluntary payment that Housing Authorities make to local taxing jurisdictions.

The 1993 IGA allowed for support of rental assistance for households that are homeless and at-risk of homelessness. A new IGA was signed in 2003 and included the agreement that the four jurisdictions would participate in a planning process that would consider best practices and develop recommendations for the

creation of an outcome-based system of rent assistance services throughout Multnomah County.

In 2003, the Multnomah County (OSCP) had planned to put Clearinghouse rent assistance and emergency voucher funds out for competitive bid. At the same time, the City of Portland and Multnomah County were embarking on a planning process to develop a plan to end homelessness in ten years. The jurisdictions agreed to conduct a collaborative planning process for development of a rent assistance system as a part of the 10-year plan to end homelessness.

As outlined in the 2003 IGA, the Housing and Community Development Commission (HCDC) serves as the citizen body responsible for recommending to the jurisdictions the new program model for PILOT funds. The Citizens Commission on Homelessness provides additional review as rent assistance relates to preventing and ending homelessness in the continuum of homeless services.

The Short-Term Rent Assistance Workgroup (STRAW) was created and charged with reviewing programs and funding sources that support rent assistance, such as the Clearinghouse, the Rental Assistance Supplement Program (RASP) and Transitions to Housing. These programs total \$2 million and serve approximately 2,700 households annually (Attachment A, Funding Sources). Members of this workgroup analyzed current practices of, and regulatory limitations on these community resources to make policy and programmatic recommendations on how best to administer these funds (Attachment B, STRAW Recommendations).

STRAW presented these recommendations to the HCDC on July 7, 2004. In accepting STRAW's recommendations, the HCDC charged that an inter-jurisdictional working group be convened to develop a system-wide program model and procurement process based on those recommendations.

### **WORKING GROUP CHARGE**

The charge to the Inter-Jurisdictional Working Group was to create the program model for a system of rent assistance services in Multnomah County based on best practices, utilizing the work of STRAW, and in alignment with other jurisdictional policies and priorities.

## **THE PROCESS**

Representatives from the four jurisdictions met from July to December 2004. The Group identified the five issue areas that would need to be addressed in order to fulfill its charge. These issue areas (in no priority order) were:

1. Program Model
2. Outcomes, Evaluation, and Data Collection
3. System Support
4. Allocation Formula
5. Unified System

It was agreed that the Group would seek consensus in these areas, where possible, and that all work would be presented for community review and feedback before implementation.

The following agreements and assumptions were made to govern the Group and its work:

- The proposed program model will create a system that will significantly improve the effectiveness of rent assistance services.
- Individual jurisdictional and personal agendas will be left at the door.
- Consensus will be reached whenever possible.
- Changes needed to create the system may be difficult and might require sacrifice of existing agendas.
- Data and best practice research will guide and inform our decisions.
- The process by which decisions are made and what those decisions are will be transparent to the community.
- Community feedback and the expertise of those currently delivering rent assistance services will be used in the development of the program model.
- Housing First model works.
- Rent assistance is an effective tool in ending and preventing homelessness.

## **RECOMMENDATIONS**

### **1. PROGRAM MODEL**

#### **Recommendation**

The Work Group recommends that a single unified model for creating a system of rental assistance be adopted based on the following three goals:

- Provide safety off the street
- Obtain permanent housing
- Maintain permanent housing

The new program model will guarantee that homeless households sleep in a safe place immediately upon request, move into permanent housing quickly, and maintain housing stability for 12 months or longer following housing placement. All homeless households receiving emergency vouchers will be linked to services immediately using a "Housing First" approach (Attachment C, Logic Model).

### **Background**

Presently, all rental assistance programs have different dollar caps, outcomes, eligibility requirements, and data collection methods. For instance, the *Clearinghouse* reimburses landlords directly, while *Transitions to Housing* provides budgeted funding and reimburses social service agencies monthly. Single agencies often are funded through more than one program.

This creates extra work in developing tracking for multiple financial reporting requirements, and creates confusion for agencies in tracking how much funding they may have or have access to at any given moment. In the new system, agencies will have contracts with the administrative entity and will be responsible for processing their own checks to landlords. Agencies will receive monthly reimbursements from the administrative agency.

In the new system, there will be no caps on the amount of rental assistance that a household may receive provided there is a pro-active case plan in place, and the duration of assistance does not exceed two years. Some funding sources may only be used for one-time-only assistance while others can be used for longer-term assistance. Agencies will have access to a portfolio of funding sources, allowing them assist with both short- and longer-term subsidies.

### **Rationale**

Increased flexibility and fewer restrictions will allow providers to better tailor rent assistance to the needs of clients. Some agencies disseminate resources on a first-come, first-served basis, while others allocate resources on a monthly, quarterly, or seasonal basis. Many agencies prefer serving as many households as possible by assisting households with "last resort" funds. These policies have contributed to households needing to make telephone calls to multiple agencies to bundle small amounts of money throughout the month. Being able to provide deeper subsidies is a more effective approach to ending homelessness. It is more cost effective for the overall system to serve someone substantially. Presently, households seek the same kinds of assistance at multiple agencies at different times; this presents a burden to providers and consumers alike.

## 2. OUTCOMES, EVALUATION, and DATA COLLECTION

### **Recommendation**

The Work Group recommends that a single database, in alignment with the current Homeless Management Information System (HMIS) development, be utilized. The rent assistance system will work towards the achievement of shared outcomes.

The workgroup recommends the following outcomes and measures for rental assistance: (Attachment C, Logic Model)

### **SYSTEM OUTCOMES**

#### *Safety off the street*

- 100% of homeless households will sleep in a safe place immediately upon request
- 50% of homeless households will obtain permanent housing within 30 days after initial safety off the streets
- 100% of those denied permanent housing will access stable residence, such as shelter or transitional housing within 30 days after initial safety off the streets

#### *Obtain and maintain permanent housing and obtain goal*

- 80% of households will maintain housing stability at 6 months after rental assistance ends
- 70% of households will maintain housing stability at 12 months after rental assistance ends
- 70% of households will maintain housing stability 12 months after eviction prevention assistance ends

### **MEASURES**

- Number of households served relative to number requesting service
- Of those households provided with safety off the streets, the proportion that moved into permanent housing within 30 days
- Housing stability tracked at 6 and 12 months
- Households will have an increase in incomes or income supports allowing household to assume full rental payment within 24 months
- Exit destination of households not moving into permanent housing

### **Background**

Agencies are required to collect different data elements into different software systems. In addition, there is not presently a mechanism to link allocations with specific client data. Requirements and standards vary by funding source. For instance, some programs focused more on outcome and retention data, while others had incomplete follow-up data, but better in-take information.



Client tracking should be converted to HMIS, which is a centralized web-based database that all agencies that assist homeless persons and families are currently implementing. This system will help link outcomes and performance measures with the agency's ability to access funds.

### **Rationale**

A single data collection system with shared outcomes will ease the burden of reporting to multiple funding sources in multiple ways and will allow for cost sharing in data management. Streamlining and standardizing data reporting requirements among various funding sources will improve efficiency and reduce data reporting burdens. Shared outcomes ease the burden of attempting to achieve different levels of success for different funding sources as well as building accountability throughout the system. In addition, shared outcomes will allow for a more solid evaluation of the system.

## **3. SYSTEM SUPPORT**

### **Recommendation**

The Work Group recommends coupling supportive services with rent assistance where needed and appropriate. Actual rent assistance services and supportive services will be utilized both together, and as distinct, stand-alone services.

### **Background**

Most rent assistance funding mandates the provision of supportive services, yet fails to provide funding for these services. This mandate can restrict utilization of resources when there are changes in supportive services funding. For example, a reduction in supportive services funding affects the ability of agencies to leverage rent assistance dollars. This unfunded mandate is based on research indicating that most of these households need supportive services to obtain and maintain their housing.

Rent assistance and supportive services are best tracked separately. Supportive services should be provided on an individualized basis when needed by a household. However, mandating supportive services requires administrative oversight and adherence to regulations by funding sources that may not be necessary when the focus is on tracking outcomes.

In the application for funding, agencies will need to demonstrate adequate funding for supportive services, including a description of funding sources and commitment letters from the funding sources. The service provision plan will also be required to include a method to determine how the intervention will be provided, who will assess the necessary service levels, and how post-placement assistance will be provided. There must also be a rationale for the anticipated level of services based on the type of population being served.

### **Rationale**

Research shows that some households accessing assistance may only need financial intervention while others may require ongoing case management. Flexibility for agencies to determine the level of service for each client is needed. This also allows aids in tracking the effectiveness of rental subsidy separate from supportive services as a way of measuring the success of both types of interventions.

## **4. ALLOCATION FORMULA**

### **Recommendation**

The Inter-Jurisdictional Group recommends that the following allocation formula for funding be adopted based on need and achieving the stated system goals (Attachment D, Allocation Formula and Methodology).

### **Background**

The Group followed these steps in coming up with a system-wide allocation formula:

- Determined proportion of funds for each of the three goals
- Determined primary population to be served under each goal
- Identified appropriate demographic data source for primary populations
- Estimated actual costs of service by population
- Applied percentages to funding

The methods to derive community need in Multnomah County were based on the following sources:

- Census Bureau, data on number of households at or below 20 percent median family income (approximately \$13,600 for a family of four and \$9,500 for an individual household) in Multnomah County, 2000<sup>1</sup>.
- One Night Shelter Count, combining those sheltered and unsheltered, March 15, 2004, aggregated by Multnomah County Office of Schools and Community Partnership.
- Continuum of Care Needs and Gaps, 2003, for emergency shelter, transitional housing, and permanent supportive housing.

The Work Group set goals for the system, determined the populations most likely to utilize services under each of those goals, identified appropriate demographic data sources for each of those populations, and applied this information to current available funding, factoring in cost by household size. The formula is meant to be used as a tool to make allocations, but not as a rigid service access and delivery determinant.

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<sup>1</sup> Census Bureau divides income data by \$5,000 increments. We included data from \$0-\$15,000 income for family of four, and \$0-\$10,000 income for households without children.

The proportion of funds allocated by goal sets out the Working Group's policy priorities to end and prevent homelessness through an emphasis on 'housing first' and permanent housing. The breakdown between families and adults without children is different for each goal because of different data sources used to determine need. For the goal of providing safety off the streets, the Work Group used the One Night Shelter Count because this was the best measure of the number of persons seeking emergency shelter. To obtain and maintain permanent housing, we applied data from the Census Bureau for Multnomah County because this demonstrated how many vulnerable households we have countywide. However, we also included homeless data from the Continuum of Care Needs and Gaps Analysis into the goal of obtain permanent housing to account for any discrepancies in homeless services across the continuum, including shelter, transitional housing, and permanent supportive housing.

In the end, the proposed funding allocation for family households and households without children is close to equal. Because family units will require more resources, fewer family households will be served, but the number of persons in families will exceed the number of single adults. This is consistent with all of the data sources consulted for the analysis (See Attachment D, Allocation Formula and Methodology).

In fiscal year 03-04, actual spending for the *Clearinghouse*, *Transitions to Housing*, and *RASP* reflected a similar split between family households and households without children. The Work Group's proposed allocation formula based upon the data is in alignment with this historical spending.

### **Rationale**

There is no single way to address the issue of allocation. However, based on prior experience, regional and national best practices, and goals this proposed allocation is an effective and defensible way to structure funding. In the past, the various rent assistance programs allocated funds differently without a methodology grounded in need and cost. The proposed allocation formula not only takes these factors into account but it aligned with historical and current allocation and spending patterns.

## **5. UNIFIED SYSTEM**

### **Recommendation**

The Work Group recommends that a single unified system be implemented encompassing all current rent assistance funds. Including, but not limited to, *Transitions to Housing*, the *Clearinghouse*, and *RASP*. The system will be administered through a single procurement process and entity. Ongoing accountability for the system will be provided through an oversight committee appointed by the four jurisdictions.

### **Background**

As discussed earlier, many agencies access numerous sources of funding. These agencies must apply for funds individually and are required to adhere to different reporting requirements and program criteria, contributing to duplication in services and lack of overall accountability for outcomes.

The new system will provide streamlined programmatic and fiscal management as well as consistent program guidelines and eligibility requirements. Thereby eliminating many administrative costs, increasing accountability, and improving outcomes.

### **Rationale**

The advantages of a unified system are numerous. Agencies would have a clear point of access, and a single procurement process and reporting mechanism. In addition, service duplication will be reduced, thereby reducing administrative costs, and increasing the amount of funds going directly to people in need. A unified system would further reduce the coordination time among jurisdictional staff and the time agency staff spends reporting to multiple funding sources.

## **NEXT STEPS**

Following a community review process in January 2005, a final report will be developed and brought to HCDC for acceptance in order to forward the package of recommendations to the jurisdictional governing bodies. Once approved by the governing bodies, implementation will begin with an anticipated service date of July 2005

## **IN CLOSING**

A rental subsidy is the most effective tool we have to end homelessness. Being presented with an opportunity to create real and lasting change across jurisdictions has allowed us to look at what works and what does not work in our current systems. The new rental assistance model is client-centered. It assumes that all people deserve, and should have access to immediate, permanent housing; that allocations should be based on need and data; and that providers can best serve the community with a flexible portfolio of funds.

The Work Group appreciates all those who have participated in this important project. The work of this committee has been aligned with other efforts to improve service delivery for the people of Multnomah County, and utilizes local data, research, best practices and community good will, to create lasting change. On behalf of Multnomah County OSCP, City of Portland BHCD, the Housing Authority of Portland and the City of Gresham, we thank you for your participation and your support. We anticipate and are confident that our collective efforts will produce a more effective rent assistance system.

## ATTACHMENT A, FUNDING SOURCES

### Select Rent Assistance Programs in Multnomah County, City of Portland, and City of Gresham

| Program Name                                     | Administration                                                       | Funding Source                               | Eligible Use of Funds                          | Annual \$\$ Amount | FY 02-03 Number of Households Served    |
|--------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------|------------------------------------------------|--------------------|-----------------------------------------|
| <b>The Clearinghouse</b>                         | Multnomah County Office of Schools and Community Partnerships (OSCP) | State Low-Income Rental Housing Fund (LIRHF) | Rent assistance                                | \$143,739          | 94<br>(38 singles and 56 families)      |
|                                                  |                                                                      | HAP PILOT                                    | Rent/mortgage assistance                       | \$334,820          | 672<br>(234 singles and 438 families)   |
|                                                  |                                                                      | Federal FEMA                                 | Hotel/Motel vouchers and rent assistance       | \$630,000          | 1,067<br>(437 singles and 630 families) |
|                                                  |                                                                      | County General Funds                         | Rent assistance                                | \$177,870          | 379<br>(121 singles and 258 families)   |
| <b>Transitions to Housing</b>                    | City of Portland BHCD                                                | City General Funds                           | Move-in costs, shallow rent assistance         | \$383,333          | 393*<br>(290 singles and 103 families)  |
| <b>Rent Assistance Supplement Program (RASP)</b> | Housing Authority of Portland                                        | Federal HOME                                 | Rent assistance up to 24 months, move-in costs | \$314,000          | 115<br>(45 singles and 70 families)     |
| <b>TOTAL</b>                                     |                                                                      |                                              |                                                | <b>\$1,983,762</b> | <b>2,720</b>                            |

\* Annual number of households served in Transitions to Housing is an estimate based on a 16-month evaluation.

## **ATTACHMENT B, RECOMMENDATIONS**

### **STRAW Recommendations**

- 1. Coordinate jurisdictions through shared outcome requirements and reporting tools.**
  - Align program lengths/program years
  - One system of data collection and allocation of funding
  - Same methods for tracking follow-up
  - Same indicators of success and client tracking information
- 2. Increase accountability through contracts, monitoring, and evaluation.**
  - Use an external evaluator to track system-wide effectiveness
  - Reduce service duplication
  - Track outcomes for rent assistance resources
  - If agencies were unable to assist a client, agencies should inform rent assistance seekers the reasons why assistance was not available
- 3. Increase flexibility for agencies to determine appropriate level of assistance.**
  - Simplify and consolidate funding streams and eligibility requirements
  - Pair like funding sources; align funding sources with populations
  - Advocate for regulations adjustments where appropriate through restrictions mapping exercise
- 4. Adopt consistent program standards.**
  - Move towards shared program requirements and program instructions
  - Research best practices on rent assistance spending plans, and increase public knowledge of spending plans across agencies
- 5. Create clearer points of access in the system.**
  - Clear eligibility requirements by agency
  - Coordinate information and referral between service agencies using Housing Connections Services Locator, 211 system, and written summaries of available community resources; maintain and distribute a one page list of service agencies for quick reference
  - Ongoing communication regarding providers' spending plans, length, subsidy, and guidelines
- 6. Ensure adequate resources for support services to maximize utilization of direct client assistance.**
- 7. Allow agencies to either cut their checks or access check-cutting services from the funders.**

## ATTACHMENT C, RENT ASSISTANCE REDESIGN LOGIC MODEL

| Overall Goals          | System Level Outcomes                                                                   | Inputs                                                                                                                        | Outputs                                                                             | System Guidelines                                                                                                                                                                                                                                                                                                                                                               | Measures of Success                                                                                                                                    | Target %                                                              | Linked Services/Resources                                                                                                                                                                                                                                                                         |
|------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | What is the impact of the intervention for each program?                                | Elements or resources that constitute the program                                                                             | How many, how often, over what duration?                                            | Expectations on a system-wide basis                                                                                                                                                                                                                                                                                                                                             | For this outcome, describe the observable, measurable characteristics of change                                                                        | What % of the pop. is anticipated to meet the outcome?                | What other funding sources or programs are linked to housing inputs                                                                                                                                                                                                                               |
| Safety Off the Streets | Homeless households will sleep in a safe place immediately upon request.                | No more than \$300,000 of FEMA for Emergency Hotel/Motel Voucher up to 28 days of subsidy (15% of total funding is \$280,742) | # vouchers used in non-winter months                                                | All homeless households receiving emergency vouchers will be linked to services that will assist them with accessing permanent housing.                                                                                                                                                                                                                                         | Proportion of households turned away in relation to requested services                                                                                 | 100%                                                                  | <input type="checkbox"/> School Aged Policy Framework<br><input type="checkbox"/> Shelter funding from City and County General Funds<br><input type="checkbox"/> ESG<br><input type="checkbox"/> Outreach teams, supported by County and City<br><input type="checkbox"/> After-hours crisis line |
|                        |                                                                                         |                                                                                                                               | # vouchers used in winter months                                                    | Households in need of rental assistance/eviction prevention and emergency vouchers will have clear points of access for receiving financial assistance and support services.                                                                                                                                                                                                    | Proportion of households that exit into permanent housing after 30 days in comparison to other stable housing, such as shelter or transitional housing | 50% to permanent housing                                              |                                                                                                                                                                                                                                                                                                   |
|                        | Homeless households will move into permanent housing within 30 days after intervention. |                                                                                                                               | # of households linked to supportive services to help them access permanent housing | Homeless households are moved from shelter, vehicles, the streets and doubled up situations directly into permanent housing within 30 days. 211 provides placement into homeless agencies when issuing emergency vouchers. Allocations are spent to allow for voucher availability 12 months out of the year with additional beds during the winter months (November to March). | Percent of households denied permanent housing will access stable housing elsewhere, such as temporary shelter or transitional housing within 30 days  | If not permanent housing, 100% move to stable residence after 30 days |                                                                                                                                                                                                                                                                                                   |
|                        |                                                                                         |                                                                                                                               | Average cost per household                                                          | There is a single system for tracking outcomes and gathering data.                                                                                                                                                                                                                                                                                                              |                                                                                                                                                        |                                                                       |                                                                                                                                                                                                                                                                                                   |
|                        |                                                                                         |                                                                                                                               |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                        |                                                                       |                                                                                                                                                                                                                                                                                                   |

| Overall Goals            | System Level Outcomes                                                                                                                                                        | Inputs                                              | Outputs                                                                            | System Guidelines                                                                                                                                                           | Measures of Success                                                                                                                                          | Target %                                                                          | Linked Services/ Resources                                                                                                                                                                                                                                                                                                                                           |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Obtain Permanent Housing | Homeless households will obtain permanent housing within 30 days after initial safety off the streets.                                                                       | \$842,225 in Rent Assistance (45% of total funding) | # of homeless households will receive rent assistance to obtain permanent housing. | Homeless households develop a relationship with a service provider when accessing client assistance.                                                                        | Permanent housing stability is tracked at 6 and 12- months after rent assistance ends. Case management and other supportive services are tracked separately. | 100% of households are tracked after rent assistance ends.                        | <input type="checkbox"/> McKinney funded transitional housing and services<br><input type="checkbox"/> City of Portland General Funds for homeless providers<br><input type="checkbox"/> Mental Health and Addictions<br><input type="checkbox"/> Adult and Disability Services<br><input type="checkbox"/> Community Justice<br><input type="checkbox"/> Ryan White |
|                          | There will be no dollar caps on rent assistance per month. Households are eligible for rent assistance for 24 months.                                                        |                                                     |                                                                                    |                                                                                                                                                                             |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |
|                          | Households in need of rental assistance/eviction prevention and emergency vouchers will have clear points of access for receiving financial assistance and support services. |                                                     |                                                                                    |                                                                                                                                                                             |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |
|                          | Household will maintain housing stability for 12 months or longer after housing placement.                                                                                   |                                                     | # of households will receive case management or other supportive services.         | Allocations are spent to allow for rent assistance availability 12 months out of the year.                                                                                  | Percent of households that increase income/income supports to assume full rental payment within 24 months.                                                   | 80% of households remain permanently housed 6 months after rent assistance ends.  |                                                                                                                                                                                                                                                                                                                                                                      |
|                          |                                                                                                                                                                              |                                                     |                                                                                    | Homeless households are moved from shelter, vehicles, the streets and doubled up living situation directly into permanent housing within 30 days.                           |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |
|                          |                                                                                                                                                                              |                                                     | Average cost per household                                                         | Homeless households will receive ongoing rent assistance until household can assume full rent payment. (Assistance ranges from 1 to 24 months depending on funding source). |                                                                                                                                                              | 70% of households remain permanently housed 12 months after rent assistance ends. |                                                                                                                                                                                                                                                                                                                                                                      |
|                          |                                                                                                                                                                              |                                                     |                                                                                    |                                                                                                                                                                             |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |



| Overall Goals              | System Level Outcomes                                                                                                 | Inputs                                              | Outputs                                                                                                            | System Guidelines                                                                                                                                     | Measures of Success                                                                                                                                          | Target %                                                                          | Linked Services Resources                                                                                                                                                                                                                                                                                                                                            |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maintain Permanent Housing | Households will maintain housing stability after eviction prevention and supportive services for 12 months or longer. | \$748,644 in Rent Assistance (40% in total funding) | # of at-risk homeless receive rent assistance to maintain housing or prevent eviction                              | Households will develop a relationship with a service provider when accessing eviction prevention funds.                                              | Permanent housing stability is tracked at 6 and 12- months after rent assistance ends. Case management and other supportive services are tracked separately. | 100% of households are tracked after rent assistance ends.                        | <input type="checkbox"/> McKinney funded transitional housing and services<br><input type="checkbox"/> City of Portland General Funds for homeless providers<br><input type="checkbox"/> Mental Health and Addictions<br><input type="checkbox"/> Adult and Disability Services<br><input type="checkbox"/> Community Justice<br><input type="checkbox"/> Ryan White |
|                            |                                                                                                                       |                                                     |                                                                                                                    | There will be no dollar caps on rent assistance per month. Households are eligible for rent assistance for 24 months.                                 |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |
|                            |                                                                                                                       |                                                     | # of at-risk homeless receive case management or other supportive services to maintain housing or prevent eviction | Households in need of rental assistance/eviction prevention will have clear points of access for receiving financial assistance and support services. | Percent of households that increase income/income supports to assume full rental payment within 24 months.                                                   | 80% of households remain permanently housed 6 months after rent assistance ends.  |                                                                                                                                                                                                                                                                                                                                                                      |
|                            |                                                                                                                       |                                                     |                                                                                                                    | Households will be able to access rental assistance subsidies for 1 to 24 months as appropriate.                                                      |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |
|                            |                                                                                                                       |                                                     |                                                                                                                    | Allocations are spent to allow for rent assistance availability 12 months out of the year.                                                            |                                                                                                                                                              | 70% of households remain permanently housed 12 months after rent assistance ends. |                                                                                                                                                                                                                                                                                                                                                                      |
|                            |                                                                                                                       |                                                     | Average cost per household                                                                                         | There is a single system for tracking outcomes and gathering data.                                                                                    |                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                      |

# ATTACHMENT D, ALLOCATION FORMULA & METHODOLOGY

## Allocation Spreadsheet

| System Goals                                | Percent of Total Funding | Funding Amount   | Data Source (# of households)                                                     | % of Total Population | Funding Amount by population | Cost Differential Adjustment <sup>2</sup> | Proposed Amount for FY 05-06 |
|---------------------------------------------|--------------------------|------------------|-----------------------------------------------------------------------------------|-----------------------|------------------------------|-------------------------------------------|------------------------------|
| <b>Safety off the Streets</b>               | <b>15%</b>               | <b>\$280,741</b> | <b>One Night Shelter Count<sup>3</sup></b>                                        |                       |                              |                                           |                              |
| Individual households w/o children          |                          |                  | 1,183                                                                             | 74.1%                 | \$207,963                    | 65%                                       | \$183,390                    |
| Family Households                           |                          |                  | 414                                                                               | 25.9%                 | \$72,778                     | 35%                                       | \$97,352                     |
| <b>Obtain Permanent Housing<sup>4</sup></b> | <b>45%</b>               | <b>\$842,225</b> | <b>Homeless Needs and Gaps Analysis<sup>5</sup> and Census Bureau<sup>6</sup></b> |                       |                              |                                           |                              |
| Individual households w/o children          |                          |                  | 843 - Needs and Gaps<br>17,432 - Census                                           | 60.5%                 | \$509,546                    | 50.3%                                     | \$423,691                    |
| Family Households                           |                          |                  | 452 - Needs and Gaps<br>13,578 - Census                                           | 39.5%                 | \$332,679                    | 49.7%                                     | \$418,533                    |
| <b>Maintain Permanent Housing</b>           | <b>40%</b>               | <b>\$748,644</b> | <b>Census Bureau<sup>7</sup></b>                                                  |                       |                              |                                           |                              |
| Individual households w/o children          |                          |                  | 17,432                                                                            | 56.2%                 | \$420,844                    | 45.8%                                     | \$343,176                    |
| Family Households                           |                          |                  | 13,578                                                                            | 43.8%                 | \$327,800                    | 54.2%                                     | \$405,468                    |

## Historical Spending Comparison

| POPULATION                         | FY 03-04 Actual % of Spending | FY 03-04 Actual Dollars | Proposed FY 05-06 Percent of Allocation | Proposed FY 05-06 Dollars |
|------------------------------------|-------------------------------|-------------------------|-----------------------------------------|---------------------------|
| Individual households w/o children | 49.81%                        | \$960,450               | 50.77%                                  | \$950,257                 |
| Families                           | 50.19%                        | \$967,908               | 49.23%                                  | \$921,353                 |

<sup>2</sup> Adjusted costs by multiplying the percentage of total population by the fair market rent for a single household (studio and one-bedrooms FMR) and the fair market rent for family households (three and four bedrooms FMR).

<sup>3</sup> One Night Shelter Count of sheltered and unsheltered, March 15, 2004, Office of Schools and Community Partnerships.

<sup>4</sup> Averaged data from Census Bureau and Needs and Gaps Analysis for obtain permanent housing goal.

<sup>5</sup> Continuum of Care Needs and Gaps Analysis of shelter, transitional housing, and permanent supportive housing, 2003.

<sup>6</sup> Census Bureau, 2000, number of households at or below 20 percent median family income.

<sup>7</sup> Ibid.



## MULTNOMAH COUNTY

### AGENDA PLACEMENT REQUEST (short form)

#### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 06/27/07

**Agenda Title:** Amendment No. 2 to Intergovernmental Expenditure Agreement 4600005229 with the Oregon Dept. of Transportation for Right of Way Acquisition Services in Connection with the Improvement of NE 223rd Avenue

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

|                                |                    |                               |                          |
|--------------------------------|--------------------|-------------------------------|--------------------------|
| <b>Requested Meeting Date:</b> | July 12, 2007      | <b>Amount of Time Needed:</b> | Consent Calendar         |
| <b>Department:</b>             | Community Services | <b>Division:</b>              | Land Use & Trans Program |
| <b>Contact(s):</b>             | Jon Henrichsen     |                               |                          |
| <b>Phone:</b>                  | (503) 988 3757     | <b>Ext.</b>                   | 228                      |
| <b>Presenter(s):</b>           | Jon Henrichsen     |                               |                          |
| <b>I/O Address:</b>            | 446                |                               |                          |

#### General Information

**1. What action are you requesting from the Board?**

Approval of Amendment No. 2 to the Intergovernmental Agreement (IGA) with ODOT to perform right of way services for Multnomah County in connection with the 223<sup>rd</sup> Avenue Railroad Undercrossing Project.

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

ODOT has been providing right of way acquisition services for Multnomah County's Federal Aid 223rd Avenue Railroad Under-crossing project and has finalized purchase of all right of way to construct a new railroad bridge except for the right of way required from the Union Pacific Railroad. The project has been delayed, and the contract needs to be extended so that ODOT can purchase the railroad right of way after the Construction and Maintenance Agreement is executed. Amendment No. 2 extends the expiration date of the IGA by one year and updates the contact person at ODOT.

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

Purchase of this land has been negotiated as part of the Construction and Maintenance Agreement between the County and Union Pacific Railroad for this project. Condemnation proceedings will not be required.

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

N/A

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

The Capital Improvement Project that this Intergovernmental Agreement is part of has received the review and approval of regional and local planning departments. Right of way acquisition for this project was identified as Priority No. 1 of Resolution No. 01-029 "Approving Multnomah County Projects for Priorities 2002 Metropolitan Improvement Program Update."

A Public Hearing for this project was held on March 22, 2001, during the Board of County Commissioners' meeting.

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**Required Signature**

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



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**Date:** 06/27/07

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 4600005229  
Amendment #: 2

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

Department: Community Services Division/ Program: Land Use and Trans Program Date: 6/21/07  
Originator: Jon Henrichsen Phone: (503) 988-3757 x228 Bldg/Room: 446/Bridge Shop  
Contact: Cathey Kramer Phone: (503) 988-5050 x22589 Bldg/Room: 425/Yeon Shops

**Description of Contract:** Amendment No. 2 to the Intergovernmental Agreement between the County and the Oregon Dept. of Transportation (ODOT) for Right of way acquisition services in connection with the improvement of NE 223<sup>rd</sup> Avenue (ODOT Agreement No. 22,113). Amendment No. 2 extends the termination date of the agreement an additional year in order to complete R/W acquisition from the Union Pacific Railroad.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) \_\_\_\_\_ EEO CERTIFICATION EXPIRES \_\_\_\_\_

PROCUREMENT, EXEMPTION OR CITATION # \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

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

|                                  |                                     |               |         |                                                                             |                                         |
|----------------------------------|-------------------------------------|---------------|---------|-----------------------------------------------------------------------------|-----------------------------------------|
| Contractor                       | Oregon Department of Transportation |               |         | Remittance address (If different)                                           |                                         |
| Address                          | 123 NW Flanders St.                 |               |         |                                                                             |                                         |
| City/State                       | Portland OR                         |               |         | Payment Schedule / Terms:                                                   |                                         |
| ZIP Code                         | 97209-4037                          |               |         | <input type="checkbox"/> Lump Sum \$ _____                                  | <input type="checkbox"/> Due on Receipt |
| Phone                            | (503) 731-8439 (Wayne Kwong)        |               |         | <input type="checkbox"/> Monthly \$ _____                                   | <input type="checkbox"/> Net 30         |
| Employer ID# or SS#              | N/A                                 |               |         | <input checked="" type="checkbox"/> Other \$ _____                          | <input type="checkbox"/> Other          |
| Contract Effective Date          | 01/6/05                             | Term Date     | 7/30/07 | <input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info: |                                         |
| Amendment Effect Date            | 8/01/07                             | New Term Date | 7/30/08 |                                                                             |                                         |
| Original Contract Amount         | \$ 335,000.00                       |               |         | Original PA/Requirements Amount                                             | \$ _____                                |
| Total Amt of Previous Amendments | \$ 65,000.00                        |               |         | Total Amt of Previous Amendments                                            | \$ _____                                |
| Amount of Amendment              | \$ 0                                |               |         | Amount of Amendment                                                         | \$ _____                                |
| Total Amount of Agreement        | \$ 400,000.00                       |               |         | Total PA/Requirements Amount                                                | \$ _____                                |

## REQUIRED SIGNATURES:

Department Manager \_\_\_\_\_  
County Attorney Matthew C. Ryan  
CPCA Manager \_\_\_\_\_  
County Chair TED WHEELER  
Sheriff \_\_\_\_\_  
Contract Administration \_\_\_\_\_

DATE \_\_\_\_\_  
DATE June 28, 2007  
DATE \_\_\_\_\_  
DATE 07.12.07  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

COMMENTS: (WBS - ROADCEC0363R300)

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 07.12.07



# MULTNOMAH COUNTY OREGON

Page 1 of 1

## IGA Contract

### Vendor Address

OREG ST OF DEPT OF TRANSPORTATION  
123 NW FLANDERS ST  
PORTLAND OR 97209-4037

### Information

**Contract Number** 4600005229  
**Date** 12/15/2004  
**Vendor No.** 23683  
**Contact/Phone** BCS Transport'n / X26798  
**Validity Period:** 01/06/2005 - 07/30/2008  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 400,000.00 USD

| Item | Material/Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Target Qty | UM      | Unit Price |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------|------------|
| 0003 | <p>Amen #2 to Extend Termination Date</p> <p>Plant: F030 Community Service<br/>Requirements Tracking Number: 99<br/>Amendment No. 2 to Intergovernmental Agreement No. 22,113 with Oregon Dept. of Transportation (ODOT) for Right of Way Acquisition Services in connection with the improvement of NE 223rd Avenue, a County Road. Amendment No. 2 extends the termination date an additional year to 7/30/2008 to allow completion of R/W Acquisition from the Union Pacific Railroad Co. There is no additional cost in connection with this amendment.<br/>Effective dates: 1/6/05 - 7/30/08<br/>(WBS: ROADCEC0363R300)<br/>Department Contact/Originator: Jon Henrichsen - 988-3757 x228<br/>(Admin Contact: Cathey Kramer - x22589)</p> <p><b>Ship to:</b><br/>Multnomah County<br/>Dept of Community Services<br/>Yeon Annex 1600 SE 190th Ave, 224<br/>Portland OR 97233</p> <p>*** Text changed ***</p> | 0.000      | Dollars | \$ 1.0000  |

AMENDMENT NO. 2

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as State, and the Multnomah County, acting by and through its County Board of Commissioners, hereinafter referred to as Agency, entered into an Agreement on January 10, 2005 and as amended by Amendment No. 1 on May 12, 2006. Said Agreement covers the agreement for right of way services for the NE 223<sup>rd</sup> Avenue, Sandy Blvd. to Bridge Street project.

It has now been determined by State and Agency that the Agreement referenced above, although remaining in full force and effect, shall be further amended to extend the duration of the Agreement and reflect personnel change.

**Paragraph 2 of Terms of Agreement, Page 1, which reads:**

The work shall begin on the date all required signatures are obtained and shall be completed no later than July 30, 2007, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and amended to read:**

The work shall begin on the date all required signatures are obtained and shall be completed no later than July 30, 2008, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Paragraph 6 of ODOT Obligations, Page 2, which reads:**

ODOT Right of Way contact person for the Agreement is David E. McEldowney (503) 731-4634.

**Shall be deleted in its entirety and amended to read:**

ODOT Right of Way contact person for the Agreement is Wayne Kwong (503) 731-8439 or a person designated by the Region 1 Right of Way Manager. If any personnel change occurs, the Agency shall be notified within 3 working days of such change.

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

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

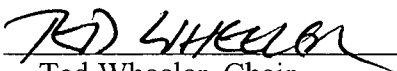
Multnomah County/State  
M.C. & A. No. 22,113

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 3, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to (9) real property transactions and (10) abandoning or vacating ODOT-owned right of way and transferring ODOT's interest in such right of way, when the property is not required for future ODOT use.

On July 7, 2005, the Director and Deputy Director, Highways approved Subdelegation Order No. 4, in which the Director and Deputy Director, Highways delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to real property transactions.

Pursuant to a Letter of Authority dated February 22, 2002, the Technical Services Manager/Chief Engineer authorized the Right of Way Manager to approve and execute with other governmental jurisdictions to employ Right of Way Section Staff.

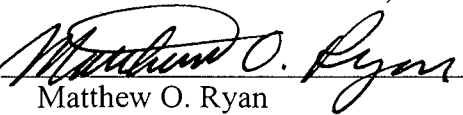
**MULTNOMAH COUNTY**, by and through its  
elected officials

By   
Ted Wheeler, Chair  
Board of County Commissioners

Date July 12, 2007

**REVIEWED**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan  
Assistant County Attorney

Date June 28, 2007

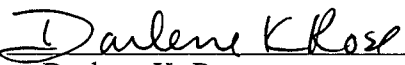
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 07.12.07  
DEBORAH L. BOGSTAD, BOARD CLERK

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Deolinda G. Jones  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By   
Darlene K. Rose  
Region 1 Right of Way Mgr.

Date 5/2/07

By VACANT  
Region 1 Tech Center Manager

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Dale K. Hormann  
Assistant Attorney General

Date: \_\_\_\_\_





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 06/01/07

**Agenda Title:** Metro Drive Less Save More Campaign Update

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

**Requested Meeting Date:** July 12, 2007 **Amount of Time Needed:** 10 Minutes  
**Department:** Non-Departmental **Division:** Chair Ted Wheeler  
**Contact(s):** Kathryn Sofich  
**Phone:** 503-797-1941 **Ext.** NA **I/O Address:** NA  
**Presenter(s):** Metro Councilor Rex Burkholder

### General Information

**1. What action are you requesting from the Board?**

None, informational only.

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

Metro Councilor Rex Burkholder will provide an overview of how the Drive Less/Save More campaign is working in Multnomah County to help citizens beat high gas prices. The presentation will include a look at campaign advertisements, and information about campaign resources, outreach activities and new travel options programs.

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

None

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

None

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

None

### Required Signature

**Elected Official:**

TED WHEELER

**Date:** 06/01/07



# Drive less. Save more.

An innovative campaign designed  
to change Oregonians' personal  
travel behaviors

# Increased population will impact congestion

- Portland metro area projected to increase by one million people by 2030.
- Car traffic expected to increase by well over 50 percent.
- Truck traffic expected to increase 120 percent.
- Lack of resources to keep up with transportation needs poses serious challenge

# Mission & objective

## **Mission:**

Reduce single-person car trips to minimize the need to increase road and other infrastructure capacity.

## **Objective:**

Increase use of transportation options, including but not limited to trip-chaining, riding the bus or MAX, walking, biking and carpooling.

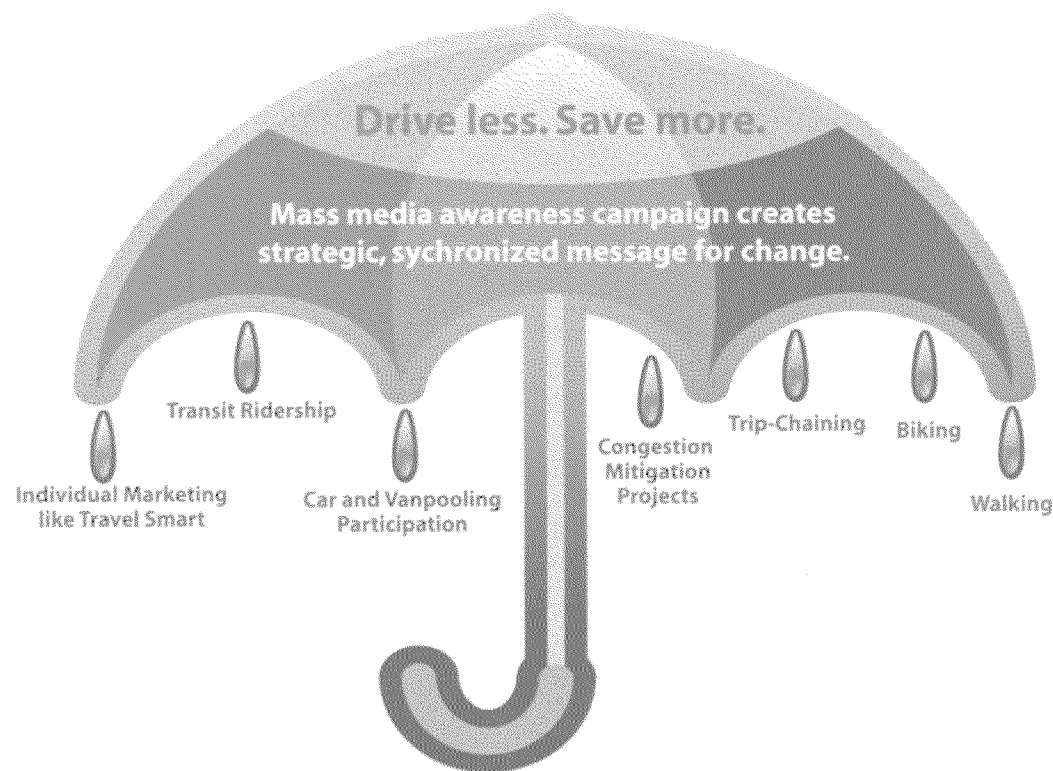
# Messages



- **Drive Less. Save More.**
- Making one less single-person car trip is easy to do. Think and plan.
- As gas prices go up, reducing several car trips a week will save money.
- Reducing several single-person car trips gives more time off the congested road to do other things.



# Drive Less/Save More is creating an environment for change



High reach and frequency means people have heard and seen messages



Television Ad



Billboard

# Earned media adds considerable credibility

## METRO

NEWS FROM THE PORTLAND AREA AND THE NORTHWEST

The Oregonian  
FRIDAY, APRIL 6, 2007

THURSDAY  
APRIL 5, 2007

## The Oregonian

### On the road again? Merge errands, ads say

**Trip chaining:** A Web site suggests merging errands to save time and gas. The site, [www.driveless.com](http://www.driveless.com), says it can help you save up to 10 percent on gas by merging errands.

It's a simple idea: Merge errands. The site, [www.driveless.com](http://www.driveless.com), says it can help you save up to 10 percent on gas by merging errands. The site suggests merging errands to save time and gas. The site, [www.driveless.com](http://www.driveless.com), says it can help you save up to 10 percent on gas by merging errands.

### Trips: Backups could hurt economy, researchers say

**Researchers:** A study by researchers at the University of California, Berkeley, says that traffic backups could hurt the economy. The study found that traffic backups cost the economy \$1.5 billion a year.

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## Democrat-Herald

### Campaign urges Oregonians to drive less

PORTLAND (AP) — The Democrat-Herald campaign has urged Oregonians to drive less. The campaign says it can help you save up to 10 percent on gas by merging errands. The campaign says it can help you save up to 10 percent on gas by merging errands.

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## The Bulletin

bulletin.com

### New campaign urges Oregonians to drive less

PORTLAND (AP) — The Democrat-Herald campaign has urged Oregonians to drive less. The campaign says it can help you save up to 10 percent on gas by merging errands. The campaign says it can help you save up to 10 percent on gas by merging errands.

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### If you can't kick the driving habit, maybe you can cut back a little

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DriveLessSaveMore.com

**Simple ways to save:** Experts say there are several simple ways to save money on gas. The first is to merge errands. The second is to use a Web site like [www.driveless.com](http://www.driveless.com).

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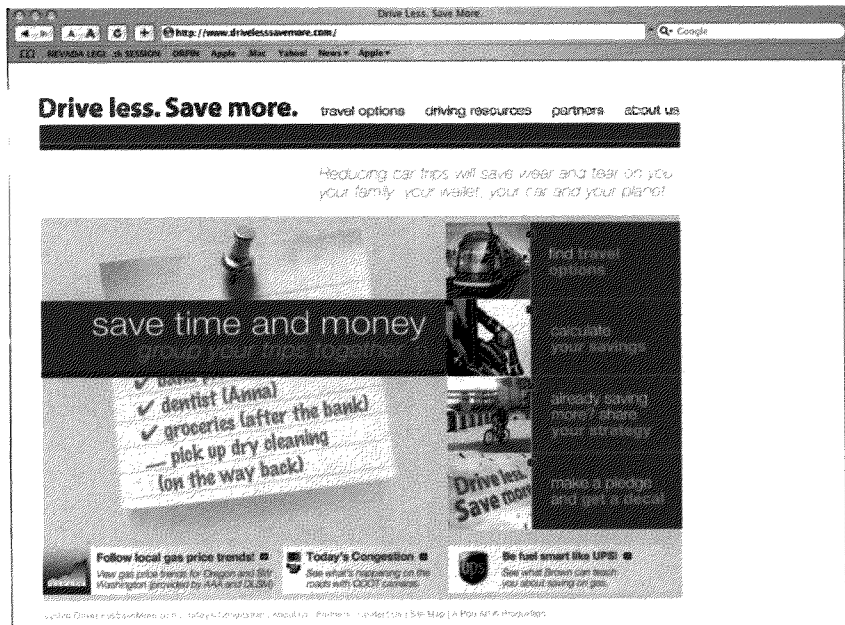
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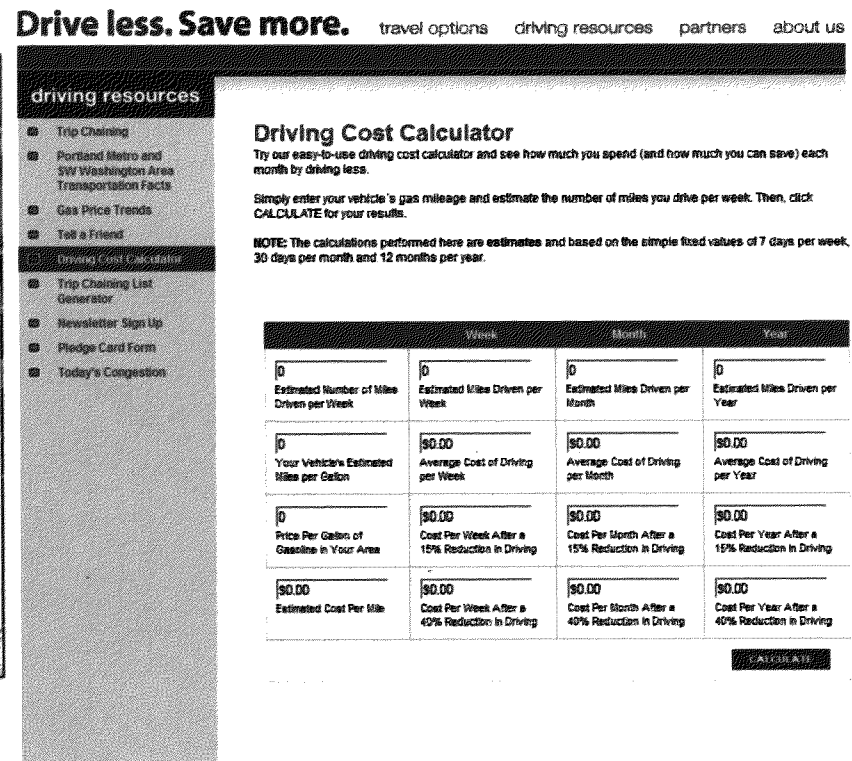
Drive less. Save more.  
[www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com)



# Web site is a one-stop resource

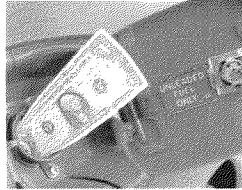


Home page



Driving Cost Calculator page

# Collateral materials



Drive less. Save more.  
www.DriveLessSaveMore.com

Want to save time and money?

Spend less time in your car. Reducing the number of car trips you make each week can save you time on the road and save you money on gas, parking and routine vehicle maintenance. You'll save wear and tear on yourself, too.

Try combining your errands. Just think of where you need to go and plan your route accordingly. You'll spend less time in your car and have more time to spend on things you really enjoy.

Trip chaining is easy to do.

- **Start by developing a list of errands for the week.** Think ahead about everything you need.
- **Combine errands.** Do you need to pick up your dry cleaning today? Why not pick it up tomorrow when you go grocery shopping? Try combining errands in just one trip.
- **Plan the best route.** Avoid backtracking.
- **Decide on the best day and time** to get multiple errands done. Avoid rush-hour traffic.

Using other travel options can reduce your weekly car trips, too. Hop on a bus or join a carpool. And exercise other options, like riding your bike or walking, whenever possible.

|                                                                                                                  |                                                                                                                                        |                                                                                |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| AAA Oregon<br>CH2M Hill<br>City of Portland<br>City of Vancouver<br>City of Wilsonville-SMART<br>Hudson News PDX | Metro<br>Oregon Department of Transportation<br>Oregon Truckers Association, Inc.<br>Pacific Power<br>Quest<br>Stacy and Witbeck, Inc. | Trimet<br>Washington County<br>Wells Fargo<br>Westside Transportation Alliance |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|

Go to [www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com) for more information. Sign a pledge online for a chance to win a prize.

Please let us know if you are willing to eliminate at least one single-person car trip a week. (Please check all that apply.)

- |                                                                                         |                                                                                 |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>YES!</b> I will combine errands to reduce weekly car trips. | <input type="checkbox"/> <b>YES!</b> I will bike to reduce weekly trips.        |
| <input type="checkbox"/> <b>YES!</b> I will take the bus or MAX to reduce weekly trips. | <input type="checkbox"/> <b>YES!</b> I will walk to reduce weekly trips.        |
| <input type="checkbox"/> <b>YES!</b> I will carpool to reduce weekly trips.             | <input type="checkbox"/> <b>YES!</b> I want more information on travel options. |

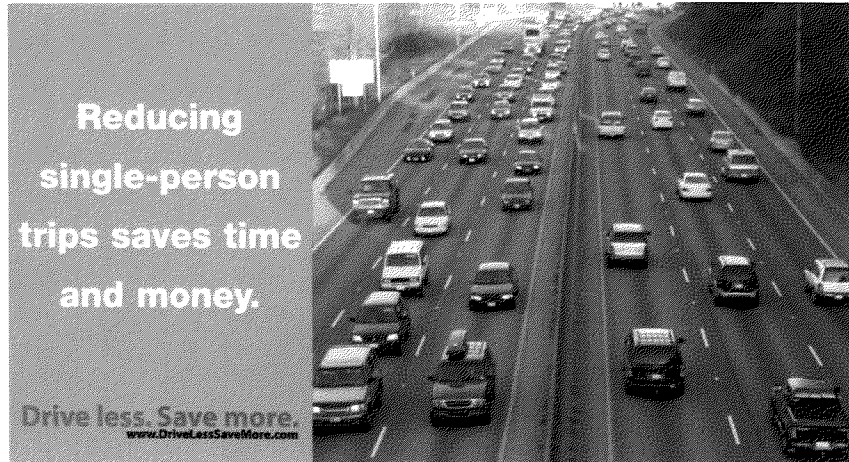
Optional: (Names will be entered into monthly prize drawings.)

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Zip: \_\_\_\_\_

Send to DriveLessSaveMore at: Metro, 600 NE Grand Ave., Portland, OR 97232

Tri-fold brochure

Drive less. Save more.  
www.DriveLessSaveMore.com

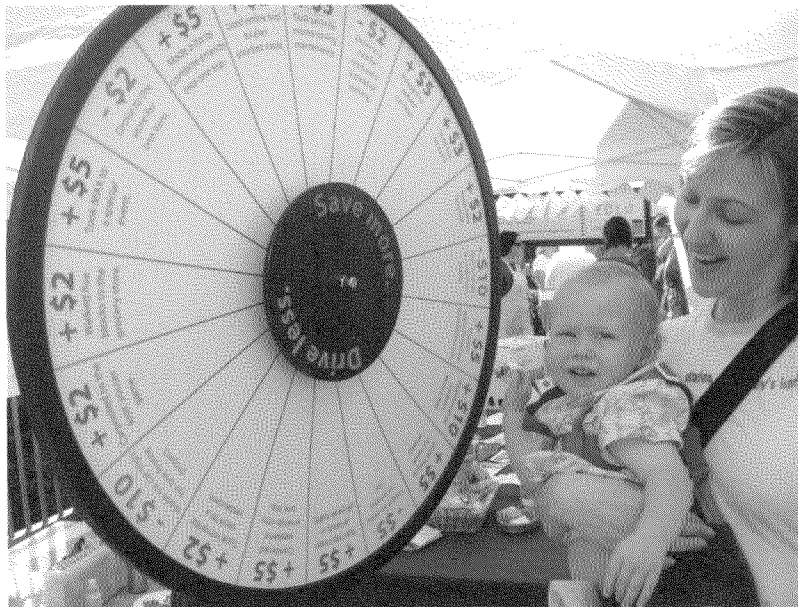


Commitment card

Drive less.  
Save more.

Car decal

# Events and signed pledges generate interaction and commitment



166 events



3,600 pledges  
10,400 contacts

# Private and public sector involvement increases visibility



- 34 private sector and 30 public sector partners involved.
- To date, more than \$300,000 of cash and in-kind support has been generated from both sectors.

# How you can get involved

- Make a pledge to reduce your single-person car trips.
- Become a campaign partner.
- Distribute campaign information to your employees, community and friends.
- Post campaign link on your web site.

METRO

600 NORTHEAST GRAND AVENUE  
PORTLAND, OREGON 97232 2736  
TEL 503 797 1546 | FAX 503 797 1793  
e-mail: burkholderr@metro.dst.or.us



**REX BURKHOLDER**  
*Metro Councilor*

DISTRICT FIVE

**REX BURKHOLDER**  
*Metro Councilor, District 5*

Find out more about your regional government.  
[www.metro-region.org](http://www.metro-region.org)

*Recycled Paper*

## **Congestion hurts local businesses**

- Traffic congestion not only means delivery delays and higher gas costs — it also can mean missed connections and lost business opportunities.
- Many small and large businesses are already reporting that congestion is impacting their productivity and competitiveness.
- With congestion increasing in the region, many local businesses are at a competitive disadvantage, forcing them to relocate, absorb added costs or raise their prices.

## **Congestion hurts competitiveness**

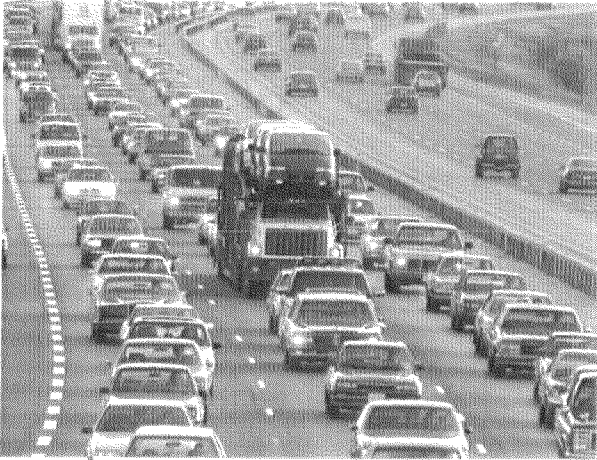
- Intel has missed deliveries, which affects production lines across the globe. Congestion has forced the company to move its last time for shipments leaving Portland up two hours.
- Sysco Foods opened a new regional distribution center in Spokane to better serve eastern Washington and Oregon markets. And other companies are following suit.
- Providence Health Systems' increased medical supply delivery times are resulting in a \$1 million-to-\$1.5 million relocation of warehousing and support operations.
- OrePac has increased inventories by seven-to-eight percent, which represents a lost opportunity for other investments.

For the entire *Cost of Congestion to the Economy of the Portland Region* report, go to [www.portlandalliance.com/pdf/Congestion\\_Report.pdf](http://www.portlandalliance.com/pdf/Congestion_Report.pdf).



# Drive less. Save more.

[www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com)



## The Cost of Congestion

Oregonians and SW Washingtonians are now driving more miles in more cars than ever before. That means increased traffic. The 2005 Urban Mobility Report ranks Portland the 20th most congested city in the country, compared to 85 other major cities. And it's going to get worse. By 2025, the population in the Portland area is projected to increase by an additional one million people.

So, how does congestion impact the Portland metro area? It's more than just a longer work commute. Congestion carries a heavy price tag for residents and businesses alike. It costs local jobs, billions of dollars to our economy, and business opportunities.

- A recent study conducted by the Portland Business Alliance, Port of Portland and Metro found that congestion will cost our local economy 6,500 jobs and \$844 million a year by 2025, including lost worker productivity, higher transportation costs and lost business earnings.
- Congestion threatens Portland's competitiveness as a major gateway and distribution center for domestic and international markets.
- The time that workers spend commuting affects schedule options and delivery capabilities, while making recruitment more difficult and expensive.
- Truck traffic is expected to increase by 120 percent over the next 20 years, compared with about 45 percent for car traffic.
- Businesses are reporting that traffic congestion is already costing them money due to longer travel times, lost productivity, reduced markets, and increased inventories.

-over-

## How trip chaining works

Trip chaining takes a little planning, but it's easy to do.

- Start by developing a list of errands for the week.
- Plan the best route. Try using online services and/or GPS technologies.
- Decide on the best day and time to get multiple errands done.
- Avoid rush-hour traffic.

## To drive or not to drive?

Sometimes being a smart driver is about knowing when travel options are the best way to get around. Think about taking the bus or MAX, carpooling, biking or walking. You've got more choices than you think—even if it's just hopping on the bus to get to that lunch meeting rather than taking your car.

For more information, go to [www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com) Ph. 503-813-7566



# Drive less. Save more.

[www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com)



## Be A Smart Driver

Think you have little control when it comes to getting stuck in traffic? Think there's really nothing you can do? Think again! Trip chaining and other travel options are easy ways to cut down on your time on the road. And they can save you money, too!

Each time you drive, it's money out of your pocket. Operating costs quickly add up—gas, parking, car maintenance and more! And that's on top of spending all that time in your car when you'd rather be doing something else.

### Did you know?

- Most American families spend more on transportation than on healthcare, education or food.
- Shopping and leisure activities account for over half of all car trips.
- A daily commute of 20 miles round trip in your car can add up to more than \$2,000 per year, not including parking!
- It's projected that area residents will spend an additional 50 hours in traffic per year in the future as congestion increases.

-over-

7. **Use closer stores.** Explore your neighborhood shops. Try walking to lunch at the bistro down the street instead of driving to one farther away.
8. **Group your appointments together.** If both of your kids need to go to the dentist, make it just one trip!
9. **Consider one-stop shopping.** Many stores and shopping centers may offer you the opportunity to get all of your errands done in just one stop.
10. **Count the time and money you save!**

*Note: A "car trip" is defined as a single, one-way trip.*

For more information, go to [www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com) Ph. 503-813-7566





## Top 10 Ways To Trip Chain

Trip chaining, or combining several errands into one trip, saves time and money and increases peace of mind. There are lots of ways to work trip chaining into your schedule. **Here are some suggestions:**

1. **Plan ahead.** Take a moment to plan out your route and think about what else you might need to get done.
2. **Make a list.** Think about everything that you need and get it all done at once. That way, you won't need to make a last-minute trip to the store.
3. **Find the most efficient route.** There are a number of Internet sites that can help you plan the shortest, most efficient route. GPS receivers can also help you plot the best route.
4. **Try making only right turns.** United Parcel Service (UPS) experts have determined that left turns tend to take more time and waste more gas than right turns because drivers often have to wait for traffic and/or the light to change.
5. **Avoid backtracking.** Doubling back creates needless travel that can be avoided by following a more efficient, pre-planned route and using a list so you get everything you need.
6. **Combine errands.** Do you need to pick up your dry cleaning today? Why not pick it up tomorrow when you go grocery shopping? Try combining errands into just one trip.

-over-

## Individuals can make a difference...

- If each household in the region eliminated two car trips per week, there could be a four to five percent reduction in cars on the road.

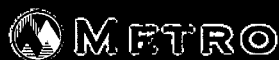
## What residents are saying...

A recent 2005 regional study shows that residents are willing to reduce single-person car trips...

- Congestion is the leading transportation-related concern today in the Portland metro and SW Washington area.
- Most residents believe it is important to reduce single-person car trips to ease traffic congestion.
- It is widely recognized that taking fewer single-person car trips would help reduce pollution and our country's dependence on foreign oil.
- Nearly two-in-three residents believe it would not be difficult to take one less car trip each week.
- More than eight-in-ten residents say they would be likely to take fewer car trips to save on gas and time.
- Trip chaining is the most likely option for residents in reducing single-person car trips followed by mass transit.

*Note: A "car trip" is defined as a single, one-way trip.*

For more information, go to [www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com) Ph. 503-813-7566







## Portland Metro And SW Washington Area Transportation Facts

### More trips, more time on the road...

- Each household in the region travels approximately 39 miles a day. If a person's car gets 22 miles per gallon and gas costs \$2.64, then those 39 miles represent \$4.68 a day in gas alone. That's about \$1,708 a year!
- Each household in the region makes almost 45 car trips a week.
- The average commuter today spends an extra 39 hours per year on the road due to gridlock.
- By 2025, area residents will spend an additional 50 hours in traffic per year as our population grows.

### Travel speeds decrease...

- Travel speeds have decreased as congestion has increased.

### Non-work trips add to traffic flow woes...

- Non-work trips (for shopping, recreation and errands) are estimated to account for 67 percent of all trips in the region. Almost half of these trips are made by individuals driving alone.

## Reducing single-person car trips: trip chaining style

Trip chaining is an easy way to cut down on travel, and it offers many benefits.

- Combining errands into a single trip can save hours a week on the road and money at the pump.
- Transportation costs account for an estimated 16 percent of household spending for Portland area families, second only to housing costs.

## More about the Drive Less/Save More Campaign

The Drive Less/Save More Campaign is a unique public awareness initiative developed by the Oregon Department of Transportation, Metro, TriMet, Washington County, City of Vancouver, and many other public and private partners.

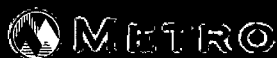
The Drive Less/Save More Campaign will inform the public about transportation choices and encourage simple, convenient actions that people can take to save time and money.

The two-year pilot effort will take place mostly in the Portland's metro and SW Washington area and then is scheduled to go statewide. The primary campaign tools are paid media, news media, word-of-mouth communications and considerable grassroots communications. It is modeled after Oregon's anti-tobacco and recycling campaigns that successfully address individual behavior change.

*Note: A "car trip" is defined as a single, one-way trip.*

*\*This information is derived from Metro's travel model and is based on year 2000 information.*

For more information, go to [www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com) Ph. 503-813-7566





# Drive less. Save more.

[www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com)



## Drive Less/Save More

Today's roads are becoming more and more congested. It's projected that by 2025, residents in the Portland metro and SW Washington area will spend an additional 50 hours in traffic per year as the population grows. Congestion is also taking a toll on local businesses and the economy.

Faced with significant limitations to expanding transportation infrastructure, the Drive Less/Save More Campaign seeks to increase awareness of the benefits of reducing single-person car trips. This strategy is part of the solution to congestion and infrastructure issues, as well as to reducing Oregon's and SW Washington's energy/gasoline consumption.

If each household in the region eliminated two car trips per week, there could be a four to five percent reduction in the number of cars on the road.\*

There are many ways to reduce single-person car trips. Depending on where a person lives or works, many travel options are easily within reach.

More residents in the greater Portland and SW Washington area are taking advantage of mass transit and car pooling, as well as walking and biking. These travel options are more practical than many people think because services have expanded during the last five years. Residents can now enjoy more travel options and more personal choices.

For almost every driver, there's also a practical, cost-saving option that can help reduce single-person car trips. It's called trip chaining. Trip chaining is about thinking ahead, planning errands, finding the best route to take, and getting it all done in a single trip.

-over-

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(More)

## **Drive Less/Save More Event Highlights**

### **Regional Events**

- Blue Lake Fireworks, July 4
- Cinco de Mayo, May 3-May 6
- Springwater Bridge Opening, May 19
- Wilsonville Arts Festival, June 2-June 3
- Oregon Zoo Concert, June 27, July 25, August 8, August 15
- Tualatin Crawfish Festival, August 11

### **Multnomah County Events**

- 35<sup>th</sup> Annual Troutdale Summerfest, July 21
- Living Green Expo, May 13
- Low Car Diet Kick Off, July 9
- Fairview Farmer's Market, May 31
- Gresham Farmer's Market, May 26, July 7
- Hillsdale Farmer's Market, June 17



### *Want to save time and money?*

Spend less time in your car. Reducing the number of car trips you make each week can save you time on the road and money on gas, parking and routine vehicle maintenance. You'll save wear and tear on yourself, too.

Try combining your errands. Just think of where you need to go and plan your route accordingly. You'll spend less time in your car and have more time to spend on things you really enjoy.

### *Trip chaining is easy to do.*

- **Start by developing a list of errands for the week.** Think ahead about everything you need.
- **Combine errands.** Do you need to pick up your dry cleaning today? Why not pick it up tomorrow when you go grocery shopping? Try combining errands in just one trip.
- **Plan the best route.** Avoid backtracking.
- **Decide the best day and time** to get multiple errands done. Avoid rush-hour traffic.

**Using other travel options can reduce your weekly car trips, too.** Hop on a bus or join a carpool. And exercise other options, like riding your bike or walking, whenever possible.

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Please let us know if you are willing to eliminate at least one single-person car trip a week. *(Please check all that apply.)*

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- \_\_\_ **YES!** I will carpool to reduce weekly trips.
- \_\_\_ **YES!** I will bike to reduce weekly trips.
- \_\_\_ **YES!** I will walk to reduce weekly trips.
- \_\_\_ **YES!** I want more information on travel options.

\_\_\_\_\_  
*(signature)*

**Optional** (Names will be entered into monthly prize drawings.)

Name: \_\_\_\_\_

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- |                                                                                         |                                                                                 |
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| <input type="checkbox"/> <b>YES!</b> I will take the bus or MAX to reduce weekly trips. | <input type="checkbox"/> <b>YES!</b> I will walk to reduce weekly trips.        |
| <input type="checkbox"/> <b>YES!</b> I will carpool to reduce weekly trips.             | <input type="checkbox"/> <b>YES!</b> I want more information on travel options. |

\_\_\_\_\_  
(signature)

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# Families fed up with fueling up enter challenge, reduce driving

Fed up with fueling up, three local families put their skills to the test to reduce their driving for one week in the area's first Drive Less/Save More Family Challenge. Lessons learned show that there are ways to cut back on road miles and save money—even for families who are on the go.



Gretchen Jordan gets pointers from Kelly Betteridge with TriMet on how to get her bike onto the front bus rack.

"Much of our families' income is going toward transportation with gas prices hovering around \$3 a gallon and likely heading higher. Yet, we all need to go places," said Metro Councilor Rex Burkholder, who works on the Drive Less/Save More Campaign. "But the good news is that there are practical ways to be more travel savvy."

That's exactly what the Jordan, Guillen and Price families discovered while participating in the Drive Less/Save More Family Challenge.

"We always seem to be in the car, going to work, running errands or doing things for our aging parents,"

said Gretchen Jordan, an Oregon City mother of two whose family won the competition. "The challenge taught us that with some planning and better communication we could take fewer car trips and sometimes not use the car at all."

As AARP Oregon's volunteer program manager, Jordan is routinely on the road. Keeping a busy appointment schedule kept her from fully exploring bike commuting to work, which she wanted to do for the exercise as much as saving money. Experts from Metro, TriMet and Flexcar showed her that she could bike into the office and still get to off-site meetings.

"Metro gave me great biking tips. TriMet showed me how to load my bike onto the bus for the trip home and use their online Trip Planner so I could get to meetings downtown. When I needed to go to the State Capitol, I took a Flexcar," said Jordan. "Sometimes biking and transit weren't an option so I carpooled with my daughter."

Jordan noted that by freeing up the family's Honda, her husband, Bill, could drive it to work instead of his biodiesel truck that only gets 18.5 miles per gallon.

"It's nearly \$100 every time I fill up my truck," said Bill Jordan. "We hadn't thought about car-

pooling or making use of biking and transit to free up the Honda for my commute, although the options were always there."

At the end of the challenge, the Jordans shaved a total of 538 miles from their weekly average of nearly 1,200—a savings of \$91 in gas alone for the week, potentially more than \$4,700 a year.

Yet, saving money wasn't the only benefit of driving less as shown by the Guillen family in Beaverton, who took second place. As a working mother of four boys, Estela Guillen knows the value of saving time.

"I felt like a bus," explained Guillen. "Being in the challenge helped me realize how many miles I drive each day."

With help from organizing expert Vicki Norris, Guillen discovered how scheduling and advanced planning can impact the amount of time she spends on the road. Norris founded Restoring Order®, a local organizing services and products company.

"Just keeping a calendar in a central location of your home that shows each family members' activity schedule can be a valuable tool in planning and consolidating the trips we make," said Norris. "The key is to drive with purpose, know what needs to get done and determine the best time to do it."

During the challenge, the Guillen family also rode the bus and MAX to reduce their driving. Plus, Estela and her husband Jose began carpooling. In total, the family reduced 361 miles from their weekly average of 615. They saved \$59 in gas for the week, potentially \$3,000 over a year.

The third place winners, the Price family, also took advantage of transit. Darcey Price, a working mother of twin girls, had taken the bus on icy winter days from her West Linn home to the advertising agency she worked at downtown. Price wanted to ride on a more regular basis, but wasn't sure how she would get to off-site client meetings. TriMet showed her how.

"I didn't realize how easy it was to get up-to-the-minute busing information," said Price. "Just with my cell phone, using Transit Tracker, I could know when the bus was coming so I could get to my meetings on time."

Darcey noted, "You just have to make the first move, take that first step, and then you'll see the cost savings."

## On the Web:

- [www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com)
- TriMet Trip Planner and schedules-  
[www.trimet.org](http://www.trimet.org)
- Flexcar plans and locations-  
[www.flexcar.com](http://www.flexcar.com)
- Restoring Order®-  
[www.restoringorder.com](http://www.restoringorder.com)



The Guillen family, Jose Sr., Estela, Isaac and Jose Jr., check out maps to find nearby bus and MAX stops and bike routes.

## Sharing the commute offers range of benefits; some unexpected

High gas prices are enticing commuters to try an often overlooked way of getting to and from work—vanpooling. Yet, road warriors are discovering that the benefits of vanpooling go beyond saving money.

A Vancouver resident, Kelli Anderson-Barkley turned to vanpooling when her company, Farmers Insurance, moved its local offices to Tigard. The commute over the Interstate Bridge promised traffic headaches and increased expenses, plus wear and tear on her car.

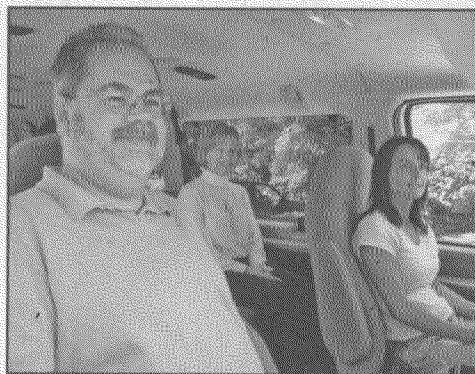
Seeking an alternative to driving alone, Anderson-Barkley gave vanpooling a try. Farmers Insurance, like many companies in the Portland area, offered to pay a portion of her costs. Plus, Anderson-Barkley's vanpool also qualifies for a new incentive program operated by Metro-Vanpool that covers up to 50 percent of the basic monthly van lease.

Subsidies from Farmers Insurance and MetroVanpool combined have reduced Anderson-Barkley's commute costs to about \$129 per month. It would cost her an estimated \$497 to drive alone each month.

Yet, for Anderson-Barkley, vanpooling has done more than save her money. She reports the greatest benefit to vanpooling was having enough time to finish her degree in business psychology from Eastern Oregon University.

"Riding the van freed up two hours of study time a day that I would not have otherwise had between work and raising my daughter," said Anderson-Barkley. "Upon completing my degree last March, I even received a job promotion."

Other vanpoolers like Anderson-Barkley are also finding unexpected benefits to vanpooling. Freightliner engineer Mike Zaier discovered far more than cost-savings after joining his vanpool. On the first day he met his wife Pam. Today, the couple has two boys.



Tigard-based Farmers Insurance HR analyst Kelli Anderson-Barkley (center) enjoys a stress free commute with Jeff Wright (left) and Corry Miller (right). Vanpooling allowed her enough time to earn a degree and subsequent job promotion.

New MetroVanpool program pays half the van lease for eligible participants. Qualifications include:

- Travel to a destination in the Portland metro area
- Originate at least 10 miles from the destination or travel through a congested corridor
- Use one of MetroVanpool's three van providers
- Maintain a minimum of five participants, including the driver, three or more days a week

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# Metro ready to unveil all-natural oasis

Agency's addition to Fairview park thrives without pesticides

By NANCY HILL  
for Pamplin Media Group

The morning of Metro's long-awaited planting party at Blue Lake Regional Park rolls in dreary and unseasonably cold for June.

Groups of rakes and shovels strategically placed throughout the garden are untouched. The number of volunteers preparing the garden is hardly the crowd Metro had hoped for, but rain doesn't dampen the spirits of the Metro crew already digging in to get more than 2,000 plants placed in anticipation of the mid-July grand opening of the natural demonstration garden.

Metro, the regional government that serves Clackamas, Multnomah and Washington counties, began planning the garden more than two years ago. It is the second of two showcase gardens designed to demonstrate that plants can flourish without the use of pesticides.

"In the last couple of years, people have become more aware of the need to take better care of our planet," says Carl Grimm, Metro's natural gardening and toxics reductions specialist. "Al Gore's movie 'An Inconvenient Truth' and even the nightly news have made people more aware that we're in trouble if we don't all make a better effort to improve the way we're interacting with the environment."

"Pesticide use is a major concern because people know it's affecting wildlife, streams and rivers—not to mention the health of their own families and pets."

Among other health issues, pesticides have been linked by

watchdog groups to an increased risk of leukemia in children; cancers (lung, brain, testicular and lymphoma); spontaneous abortions; decreased fertility; immune system disturbances; and liver and pancreatic damage.

Pesticides contaminate soil, and rain carries pesticides into waterways, where they can kill and damage plants, animals and fish.

Lisa Heigh, a waste reduction outreach and education specialist working with Metro's household hazardous waste program, cites a study conducted by the University of Washington in 2001 to point out the connection between pesticide use and impacts on children.

"During this study, urine samples were collected from about 100 young children, and every child but one had pesticide breakdown ingredients in their urine," she says. "The only child who didn't

test positive came from a family that eats strictly organic food and doesn't use pesticides in the home or garden. Children with the highest pesticide levels lived in homes that used garden pesticides. Most of the families in the study reported that they had used pesticides either in their gardens or to control pests in their

homes." The Environmental Protection Agency Web site ([www.epa.gov](http://www.epa.gov)) reports: "Children's internal organs are still developing and maturing and their enzymatic, metabolic and immune systems may provide less natural protection than those of an adult. There are 'critical periods' in human development when exposure to a toxin can permanently alter the way an individual's biological system operates."

In addition to ingesting toxins when eating food treated with pesticides, children also absorb them through their skin when they play on the floor and lawn



Carl Grimm, Metro's natural gardening and toxics reductions specialist, checks out some of the 2,000 plants destined for the agency's new natural garden at Blue Lake Regional Park, which formally opens July 19.

PAMPLIN MEDIA GROUP: NANCY HILL

**"People know it's affecting wildlife, streams and rivers — not to mention ... their own families and pets."**

— Carl Grimm,  
Metro, on pesticide use

where pesticides have been applied.

Because children are at a greater risk for pesticide-related problems, one of Metro's goals with its garden project is to raise parents' awareness of their children's susceptibility to pesticides.

(You can download the EPA's 50-page publication "Citizen's Guide to Pest Control and Pesticide Safety," at [www.epa.gov/OPPTpubs/Cit\\_Guide/citguide.pdf](http://www.epa.gov/OPPTpubs/Cit_Guide/citguide.pdf).)

At Metro's first demonstration garden, at 6800 S.E. 57th Ave., every Saturday a natural gardening expert is available to answer visitors' questions about gardening without pesticides.

Neighborhood children visit the garden regularly, playing among

the plants and learning to recognize weeds.

## Neighbors helped with design

To ensure the Blue Lake garden is as successful as its Southeast Portland counterpart, Metro met with the park's staff and families living in the project's vicinity to ask for their help designing the garden.

Stacey Triplett, team leader for the Metro's Nature in Neighborhoods initiative, explains: "We want this garden to show reducing pesticide use is fun. We don't want people to feel bad about what they're doing now. Instead, we want them to feel good about alternatives to pesticides."

"Our hope is that people will come along and see this huge garden flourishing without a single chemical," she says, "and they'll take steps to do the same in their yards and gardens."

Strategies the garden demonstrates include using native plants, taking care of the soil, and using "good bugs" to control the insects that harm plants.

The strategies follow the natural gardening principles that stress building healthy soil, choosing plants that are suited to thrive where they are planted, using a diverse mix of plants and establishing an environment that attracts useful insects, such as ladybugs.

Grimm says the feedback he's received about the garden shows consumers are ready to seek out natural solutions to pesticides.

"As people become more and more aware that there are better ways to control bugs and weeds than spraying them with chemicals, they'll look for businesses that sell products that they can use in natural gardens. This will also encourage businesses to car-

ry alternatives. That's what we want to see — a market-driven increase in the number of organic products sold and a reduction in pesticides. It's literally a grassroots effort to take care of our environment."

Jack Simple, assistant general manager of All Natural Pest Elimination, a statewide pest control business, says he's seen a significant increase in the number of people who hire the company's exterminators because they want a natural alternative to the harsh, synthetic pesticides exterminators traditionally use.

"We use all-natural horticultural, botanical oils to rid houses of pests. People want to do the right thing, and as they learn more about the damage pesticides cause, they are seeking safer solutions."

## Customers put in bug orders

Everybody's Garden Center, located in Portland, carries row after row of natural products and sells beneficial insects. Owner Dan Johnson says: "We've moved into organics very heavily within the last five years. The market is growing for natural, organic products, and that's what our customers want to see on our shelves."

Manager Katie Osborne adds: "I'd say 75 percent of our customers with vegetable gardens are interested in bugs as pest control rather than organic pesticides because they know any additive will change the flavor of the vegetables. They care about the environment, but they also want their produce to taste fresh. Who wants a tomato that tastes like something else entirely?"

Customers order bugs one day and pick them up the following day. To emphasize insects as pest

## Find out more

### Metro natural garden grand opening

**When:** 11 a.m. Thursday, July 19  
**Where:** Near the swimming area of Blue Lake Regional Park, Fairview (Exit 14 off Interstate 84)  
**Hours:** 8 a.m. to sundown  
**Cost:** \$4 per motorized vehicle, \$7 per bus

control, Metro's garden includes bug sculptures children have made and encourages visitors to find and identify the "good" bugs.

"We want kids to learn about how nature works," Triplett says. "This is a gardening environment that will hopefully show kids and their families how connected things in our world are."

Metro's garden includes two rain gardens and one area reserved strictly for native plants. But for kids, the real action is in the worm bins and a digging area where they can root around in the dirt.

As noon approaches on the planting party day, more volunteers have joined the Metro group and are diligently digging in. Jim Caudell, the Blue Lake Park ranger who spent weeks preparing the gardening site, turns toward his young daughter, Olivia, when she calls out, "My plant is stuck, Daddy."

He squats beside her to help. "Gently," he says patiently as he encourages her to tap the plant out of the pot. Together, they set the small plant firmly in the moist soil where it will grow and flourish in a totally natural environment throughout its life.

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## Weekend! Life

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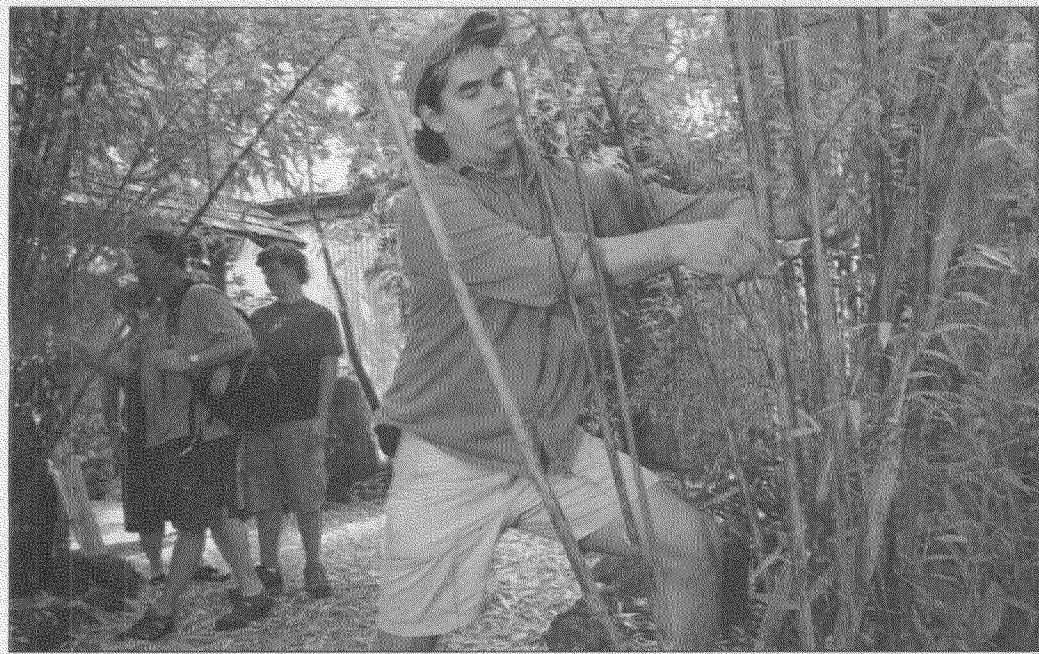
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Owner Troy Susan keeps the plants trim and tidy at Bamboo Craftsman Co., which serves as a nursery, crafts shop and showroom for products made of bamboo.

## Bamboo: Embrace can threaten biodiversity

From page 1

Find out more

releases 35 percent more oxygen than an equivalent stand of trees; it also can remove up to four times the amount of carbon dioxide from the atmosphere.

Despite its benefits, bamboo is still in the early stages of becoming a commodity in North America and Europe. Only in Hawaii is bamboo being used for housing, following a 2004 building code approval in that state for one variety of bamboo.

Bamboo flooring, one area where Americans are turning quickly to bamboo, is still experiencing growing pains.

### Not all uses are sustainable

A 2005 report produced by Dovetail Partners, a Minneapolis nonprofit dedicated to supporting sustainable forestry, questions some of the sustainability claims for bamboo floors. The report cites a 2001 joint Chinese-Spanish survey that noted that in China mixed-species tree forests are being cleared to make room for bamboo plantations.

The same survey describes the "intensive use of chemicals (pesticides, weed killers and fertilizers)" in bamboo plantations.

According to a study produced by the International Network for Bamboo and Rattan (www.inbar.int), the growth of a limited number of commercially successful bamboo varieties also may mean the loss of other bamboo varieties, and possibly the animals that depend on those varieties.

In addition, bamboo floors and bamboo plywood are constructed by gluing together numerous thin strips of the grass. Therefore, regardless of the sustainability of the bamboo, consumers also need to be aware of the environmental aspects of the glue.

Robbe Hardnette, the owner of Portland's Bamboo Lifestyles (3321 S.E. Hawthorne Blvd., 503-227-7521), says that many consumers are not aware of the multiple materials that make up a

### 2007 Portland Bamboo Festival

**When:** 9 a.m. to 3 p.m. Saturday, July 16  
**Where:** Hoyt Arboretum, 4000 S.W. Fairview Blvd., 503-865-8733  
**Cost:** Free  
**More:** The festival will feature rare plants for sale, seminars and locally made bamboo crafts.

"bamboo" floor.

"The bamboo itself is sustainable, but a good portion of the floors out there are not. For example, the glue is usually made with formaldehyde," he explains.

Hardnette says that consumers should look for flooring that comes with Forest Stewardship Council certification. The FSC certification signifies that the bamboo comes from a biologically diverse and sustainably managed forest. Information on the glue—typically made with formaldehyde—may require a bit more research.

"The information is usually in the sales material associated with the flooring. If the floor is made without formaldehyde, the manufacturers will tell you," Hardnette says.

### Asia leads in production

Today, nearly all the bamboo grown for manufacturing purposes is imported from and processed in Asia. However, American bamboo enthusiasts point to an increasing number of domestic nurseries that may herald the beginning of an American bamboo industry.

Not surprisingly, temperate and wet Oregon and Washington have evolved into a center of commercial bamboo activity in the U.S. The 16-acre Bamboo Garden Nursery (503-647-2700, www.bamboogarden.com), located 30 miles outside of Portland in North Plains, grows one of the na-

tion's most diverse collections of bamboo, over 300 varieties.

Owner Ned Jaquith says that he sells much of his bamboo to buyers outside of Oregon, including regular shipments to the Northeast.

Jaquith says commercial growers in the United States are unlikely ever to match the production of those in Asia or South America because local rainfall patterns do not encourage maximum growth.

However, he says that he sees a potential for bamboo on small, permaculture farms. Rather than seeing vast commercial bamboo forests emerge in the area, Jaquith thinks that current pattern of small hobby nurseries is likely to grow.

Within Portland city limits, several small growers already thrive, including Adam Williams, whose Oregon Bamboo Nursery (home.comcast.net/~oregonbamboo/home.html) takes up the back and side yards of his home near Southwest Cornell Road.

"The Pacific Northwest is the mecca for bamboo," says Williams, a real estate agent who considers growing bamboo his avocation. "It's our temperate climate; you can just grow more varieties here, specifically the fargesias (clumping types). They need it to get below 70 degrees at night to thrive. You can't grow that in Texas."

Portland also boasts a number of builders and artists who are drawn to bamboo's sustainable qualities. For example, Troy Susan, owner of the Bamboo Craftsman Co. (3528 N.E. 50th Ave, 503-285-5339, www.bamboocraftsman.com), creates Asian-inspired fences and garden buildings.

Artist Jiro Yonezawa weaves complex baskets out of dried and cured bamboo he buys from Japan. Yonezawa also grows about 75 varieties of bamboo on a half-acre garden at his home.

"I like to use bamboo because it has so much potential," he says. "If you cut it, it grows back. If you cut a tree you have to plant again."

## Convert: Early car engines used peanut oil

From page 1

grocery store, like olive oil or corn oil. Waste vegetable oil, or WVO, is vegetable-based cooking oil that's been used by restaurants, often in deep-fryers, and then discarded.

People who convert their diesels to run on vegetable oil have to make sure that the oil they use is nonhydrogenated.

Biodiesel is different from straight vegetable oil; it's manufactured from a mixture of a variety of oils, such as used cooking oil, animal tallow or new crop seed oil, like mustard or soybean.

The key distinction, though, is that biodiesel is chemically processed to remove glycerin, which makes it thinner, and it has to meet federal standards. Sometimes biodiesel manufacturers mix in diesel gasoline after it's been treated. Oregon allows commercial-grade biodiesel to be sold at gas stations.

Friedman wasn't the first to tinker with diesel engines and retrofit them to run on vegetable oil. Indeed, Rudolf Diesel, credited with inventing the internal combustion engine, had an exhibit at the 1900 World's Fair and used peanut oil to fuel his engines on display.

Today, many owners of diesel cars are converting their cars to run on SVO using what's known as a two-tank system. Here's how it works: The car's regular fuel tank gets the car started, then the driver switches to fuel that's stored in another tank, usually installed in the trunk of the car.

The second tank contains the vegetable oil. Friedman's invention eliminates the need for an extra tank. Using the conversion kit that Friedman has developed, a mechanic attaches the device directly onto the engine block.

With the Lovcraft conversion kit, anyone with a diesel car or truck can conceivably convert it and never buy gas again. Lovcraft Biofuels has performed 1,400 conversions, most of them in Los Angeles but about a dozen in the new Portland garage.

### Filtering system required

Los Angeles resident Gail MacKenzie Smith says she chose SVO because she wanted a more environmentally friendly car.

"When my car died, I wanted to get a Toyota Prius and pollute less, but I couldn't wait a couple of months," she says. "I looked into biodiesel, and the nearest pump is 20 miles away from where I live."

While Web-surfing about alternative fuels, her husband found Lovcraft Biofuels. Two years later, MacKenzie Smith says she, her teenage daughter, and husband each drive their own vintage Mercedes vehicle, fueled by recycled restaurant oil.

"This is the most exciting thing I have ever done in my life," she says. "To get in the car and drive on something I put on my salad, with all the oil problems in the world, I feel so good."

Running a car on SVO does re-



Formerly a retail site developer for a contemporary clothing line, Portlander Tacee Parks recently took over Lovcraft Biofuels.

PAMPLIN MEDIA GROUP: JIM CLARK

quire some extra effort. Bubas has rigged up a filtering system in the basement of her home: First she collects waste vegetable oil, lugs it home, and then pours it through a specialized filter that sits on top of a giant 50-gallon storage barrel.

Using a pump attached to the barrel, Bubas then puts the filtered oil into her car. Friedman believes anyone with a diesel engine can do this. That's why he's working on standardizing a kit specifically for the Ford F250 Power Stroke truck line and trying to adapt the kit for diesel-powered generators.

The popularity of Friedman's conversion kit spread initially through word of mouth.

He says: "I did a conversion on my old Mercedes, then I had friends calling me, so I did theirs. Then I bought old diesels and sold them converted; everyone wanted one."

The phone rang off the hook in Los Angeles, where Friedman lives. He says he woke up one day and reluctantly realized: "I had to make this sort of a business. I hate business."

### Business has ambition

And what a business it is. Among Lovcraft Biofuel's most high-profile, environmentally conscious customers are California Gov. Arnold Schwarzenegger, who converted his Hummer, film director Michael Lehmann and actress Mandy Moore.

But Lovcraft's success recently prompted Friedman to step down as the head of Lovcraft Biofuels and hand the reins over to Portlander Tacee Parks. Before stepping in, Parks was the retail site developer for a contemporary clothing line. She brings the same ambition to running an alternative fuel business.

"When I worked for American Apparel, I put up 30 stores in three years," she says. "I want to do the same for Lovcraft Biofuels."

Indeed, word-of-mouth referrals have been driving Lovcraft's business—it does not advertise. The testimonials on the company's Web site read like an eco-conscious rendition of MySpace pages, with cheery faces of young 20-something owners beaming alongside their vehicles.

Mechanically inclined enthusiasts can do the conversion themselves with a kit for \$425 (complete with a DVD), or have Lovcraft install the converter for \$750

in either the Portland or Los Angeles garage.

Diesel owners who convert their engines make up a grassroots movement. Parks says, "We are changing the planet one car at a time."

Web sites, user groups, blogs, recycled oil co-ops in California, and eBay auctions for vintage Mercedes-Benzes are all part of the phenomenon of this exploding subculture.

### Biofuel's got the edge

Converted cars running on WVO account for about 1 percent of the diesels on the road today.

By comparison, commercial biofuel now accounts for 250 million gallons used in American engines every year, according to Randall von Wedel. He's a biochemist by training and has been an industry pioneer in biodiesel for 14 years, serving as a consultant for California cities such as San Francisco and Berkeley, Calif., who've started running their municipal vehicles and boats on biodiesel.

"Biofuel has standards and testing and we know what the emissions are. Burning waste oil, nobody knows," he warns.

Added to this is the difficulty of scale, of converting thousands of trucks.

"I choose the path of modifying the fuel, not the vehicle," von Wedel says. "How could FedEx get their thousands of trucks in to change their engines; what would the quality control be?"

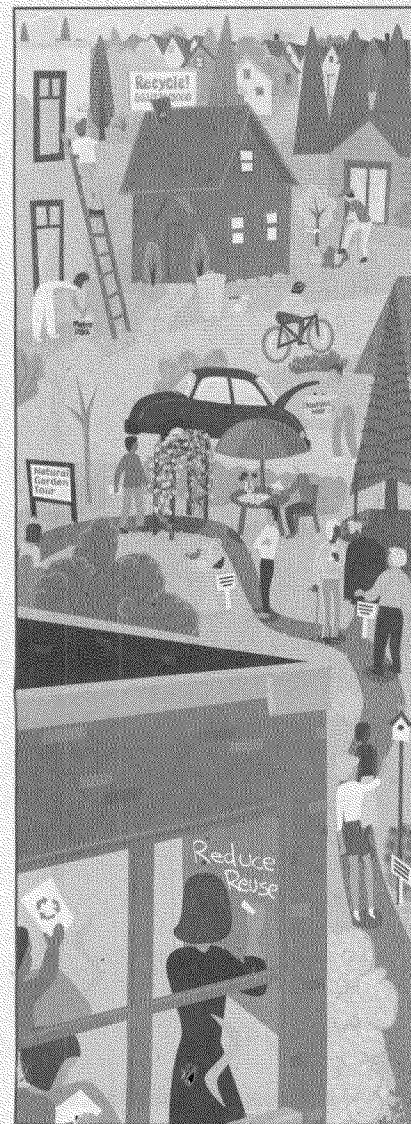
While the exact future of diesel conversion to SVO is unknown, what is clear is that used diesel cars have doubled in price the last two years. As gas goes up, Friedman predicts the demand for converted diesels also will climb and that people are willing to make sacrifices to reduce their carbon footprint.

"We had someone come in with a brand-new 2007 Mercedes-Benz diesel imported from Germany and they converted the car," he says.

While the commercial future of alternative fuel may be in biodiesel, there's a grass-roots movement of people like Friedman who want to "get off the grid."

You can spot them. Look for a bumper sticker that says "This car fueled by veggie oil" or "frybird."

fufkinvillmayer@portlandtribune.com



## Let's Talk Trash

Oregonians care about the environment and conserving resources. In fact, the Portland metropolitan area is a national recycling leader.

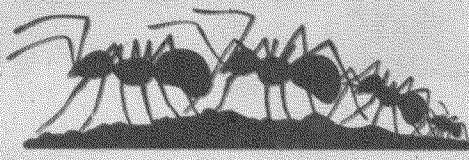
And yet, half of the trash we still throw away could be recycled. How can we recycle more in our homes and businesses? Can the solid waste system be made "greener" and more sustainable? Should we consider disposal bans on certain hazardous products in order to better protect the environment?

The Metro Council has been working with residents, business owners, solid waste facility owners and the environmental community to develop the best policies and strategies for the future of the region.

### Tell us what you think

Review the proposed 10-year regional solid waste management plan and tell the Metro Council what you think by Aug. 3, 2007.

[www.metro-region.org/letstalktrash](http://www.metro-region.org/letstalktrash)



\$69

PERIMETER TREATMENT & CRAWL SPACE INSPECTION

No odors or fumes • No need to vacate  
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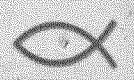
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NATURE'S BEST PEST CONTROL LLC  
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EXPIRES 8/31/07

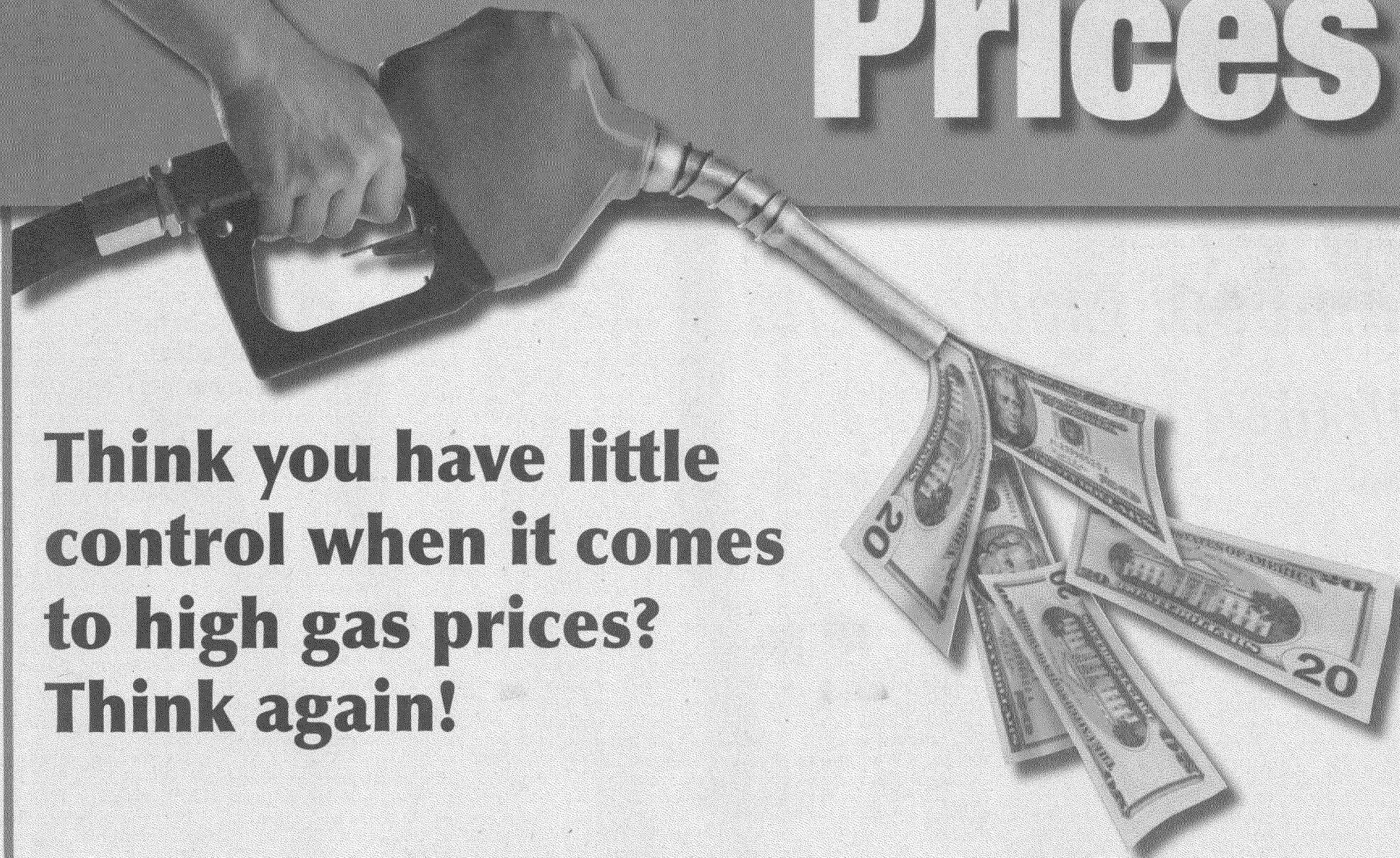
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503-621-1200

NATURE'S BEST PEST CONTROL  
THE PEST CONTROL EXPERTS!



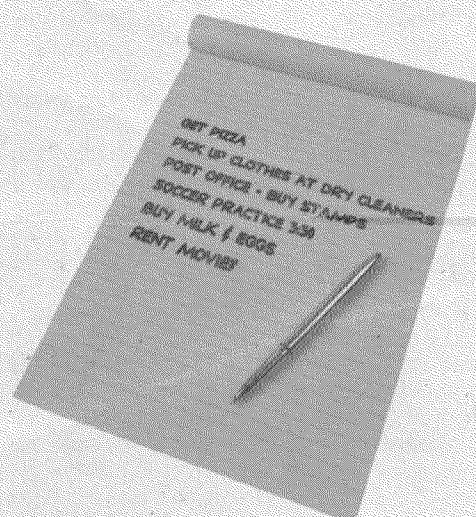


# Beat High Gas Prices



**Think you have little control when it comes to high gas prices? Think again!**

## *PLAN ahead.*



Before you head out, think about what you need to do. Make a list. Try combining your errands. Take the most efficient route with as few left turns as possible. Avoid backtracking. Try not going to the store for just one or two items.

## *RIDE the bus or MAX.*

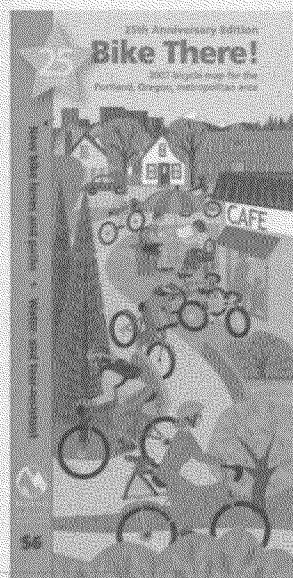
If you haven't used TriMet in awhile, re-think this option. It's now easier than ever before. Frequent service, park and ride lots, and online trip planning help you get around. Reduce the stress of



driving and eliminate the hassle and cost of parking your car.

## *SHARE a car.*

Car sharing programs, like Flexcar, allow members to reserve and drive a car whenever they want on an hourly basis. Take the bus to work then use this service to go to an appointment.

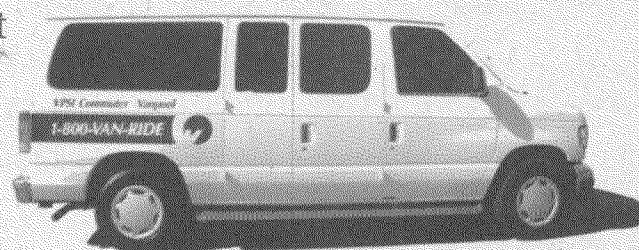


## *BIKE. WALK.*

Enjoy summer to the fullest. Stroll to the store or a local restaurant. Bike to work once a week. Burn calories instead of gas. The region's new 25th anniversary bike map just hit the streets. Get a copy and go.

## *SHARE the ride.*

Give carpooling or vanpooling a try. Ridesharing can be a great way to get you to work or the kids to and from summer camp. The new MetroVan-pool costs a fraction of what it takes to drive alone. Metro pays for up to half of the van lease for qualified participants.



## *LEARN more.*

DriveLessSaveMore.com is your one-stop travel resource. It has all the information you need for a great summer, spending less time on the road and more time doing the things you really like to do.

Visit now for your chance to win a GPS and other prizes.

**DriveLessSaveMore.com**





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-2  
Est. Start Time: 9:40 AM  
Date Submitted: 06/26/07

**Agenda Title:** Appointment of Jon Chess, Tara Bowen-Biggs, Stephen Wright, Jodi Shaw, Sheila Isley, Dana Schnell, Theresa Sullivan, Karolin Lennon, and Dawn Sechrist to the 2007 CHARITABLE GIVING CAMPAIGN MANAGEMENT COUNCIL

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 5 minutes  
Department: Dept. of County Management Division: Director's Office  
Contact(s): Theresa Sullivan  
Phone: 503 988-3635 Ext. 83635 I/O Address: 503/531  
Presenter(s): Theresa Sullivan

### General Information

#### 1. What action are you requesting from the Board?

Appointment of the following County employees as department representatives to the Multnomah County Charitable Giving Campaign:

|                  |                       |                |                     |
|------------------|-----------------------|----------------|---------------------|
| Jon Chess        | Libraries             | Karolin Lennon | Health              |
| Tara Bowen-Biggs | Non-Departmental      | Dana Schnell   | Community Justice   |
| Stephen Wright   | Sheriff's Office      | Sheila Isley   | Community Services  |
| Jodi Shaw        | County Human Services | Dawn Sechrist  | District Attorney's |
| Theresa Sullivan | County Management     |                |                     |

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

In accordance with County Code Chapter 9.62, the departments have recommended the appointment of the above to represent their respective department in the 2007 Multnomah County Charitable Giving Campaign.

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

none

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

none

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

none

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

*Carol M. Ford*

Date: 06/27/07





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-3  
Est. Start Time: 9:45 AM  
Date Submitted: 06/26/07

**Agenda Title:** Approval of 2007 Charitable Giving Campaign Participating Funds/Federations

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 5 minutes  
Department: Dept. of County Management Division: Director's Office  
Contact(s): Theresa Sullivan  
Phone: 503 988-3635 Ext. 83635 I/O Address: 503/531  
Presenter(s): Theresa Sullivan

### General Information

#### 1. What action are you requesting from the Board?

The Campaign Management Council recommends approval of the following organizations to participate in the 2007 County Charitable Giving Campaign:

|                                   | Term Expires |
|-----------------------------------|--------------|
| Black United Fund of Oregon       | 12/31/2007   |
| Children's Trust Fund of Oregon   | 12/31/2007   |
| Community Health Charities        | 12/31/2007   |
| Earth Share of Oregon             | 12/31/2007   |
| Equity Foundation                 | 12/31/2007   |
| Global Impact                     | 12/31/2007   |
| Habitat for Humanity of Oregon    | 12/31/2008   |
| Portland Schools Foundation       | 12/31/2008   |
| Work for Art (formerly RACC)      | 12/31/2008   |
| United Way of Columbia-Willamette | 12/31/2007   |

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

Per MCC 9.630, the Campaign Management Council shall select organizations for the Board to certify and approve to participate in the County's campaign.

The funds/federations listed above all meet the qualification criteria set forth in MCC 9.630.

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

none

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

none

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

none

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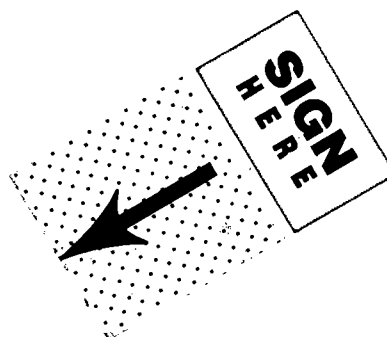
### Required Signature

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Elected Official or  
Department/  
Agency Director:

*Carol M. Ford*

Date: 06/27/07



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

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Please complete this form and return to the Board Clerk

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

MEETING DATE: 7-12-09

SUBJECT: \_\_\_\_\_

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

R-3

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Adrienne Livingston, Black United Fund

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

DAYS: \_\_\_\_\_

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: Employee Giving Campaign Appreciation

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-4  
Est. Start Time: 9:50 AM  
Date Submitted: 07/05/07

**Agenda Title:** RESOLUTION Adopting the National Incident Management System and Repealing Resolution No. 91-8

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

|                                |                    |                               |                      |
|--------------------------------|--------------------|-------------------------------|----------------------|
| <b>Requested Meeting Date:</b> | July 12, 2007      | <b>Amount of Time Needed:</b> | 5 minutes            |
| <b>Department:</b>             | Community Services | <b>Division:</b>              | Emergency Management |
| <b>Contact(s):</b>             | George Whitney     |                               |                      |
| <b>Phone:</b>                  | 503-988-4580       | <b>Ext.:</b>                  | 84580                |
| <b>I/O Address:</b>            | 503/600            |                               |                      |
| <b>Presenter(s):</b>           | George Whitney     |                               |                      |

### General Information

**1. What action are you requesting from the Board?**

Adopt new resolution to incorporate NIMS. Rescind Resolution No 91-8.

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

Resolution NO: 91-8 which was passed in 1990 adopted the Incident Command System portion of the National Interagency Incident Management System. (NIIMS) Changes in both State and Federal Emergency Management have occurred since September 11<sup>th</sup> that requires Multnomah County to update a Resolution pertaining to the management of emergencies. These requirements have affected emergency management planning since 2005 and constitute a prerequisite to grant funding.

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

Cost neutral to the County. Adoption allows County to apply for grant funds.

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

Resolution updates Multnomah County's management of emergencies and ensures compliance with Federal requirements. It further allows the County to compete for grant funding to prepare for disasters.

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

None

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**Required Signature**

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

*TED WHEELER*

**Date:** 06/28/07

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Adopting the National Incident Management System and Repealing Resolution No. 91-8

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County is required by ORS 401 to establish an emergency management agency to develop and maintain an emergency management program capable of preparing for and coordinating response to emergencies and disasters that may affect the County or any jurisdiction therein.
- b. Use of an effective, standardized incident management system improves coordination between agencies and organizations.
- c. County-wide adoption of the National Incident Management System (NIMS) is now a prerequisite to receiving some emergency management and homeland security grants.

**The Multnomah County Board of Commissioners Resolves:**

1. The National Incident Management System, including the Incident Command System (ICS) components, is adopted as a model to be integrated into all County emergency response plans.
2. To comply with the NIMS requirements, the County will:
  - A. Apply standardized and consistent terminology, including the establishment of plain English communications across public safety agencies.
  - B. Promote the adoption of NIMS by local government, associations, utilities, non-governmental organizations, and the private sector.
  - C. Manage all emergency incidents and planned events in accordance with ICS organizational structure, doctrine, and procedures.
  - D. Coordinate and support emergency incident and event management through development and use of a multi-agency coordination system.
  - E. Participate in and promote mutual aid agreements between counties, jurisdictions, the private sector and non-governmental organizations.
  - F. Incorporate NIMS/ICS into all local and regional training and exercises.
  - G. Develop and implement a plan at agency level that identifies personnel to complete specific NIMS training requirements.
  - H. Inventory community response assets to conform to homeland security resource typing standards.

- I. Standardize methods of organizing and committing resources to an incident to provide for more efficient use of the limited resources.
  - J. Incorporate corrective actions into preparedness and response plans and procedures.
  - K. Develop a modular organization flexible to meet the varied needs of response to specific events whether planned or emergent.
  - L. Establish a pre-determined method of developing unified command to deal with multi-agency and/or multi-jurisdictional situations.
  - M. Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
  - N. Incorporate relevant national standards to achieve equipment, communication, and data interoperability to the extent permissible by law.
  - O. Develop and implement a system to coordinate all federal preparedness funding to implement NIMS throughout the County.
3. Resolution No. 91-8 is repealed.

ADOPTED this 12th day of July, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Ted Wheeler, Multnomah County Chair



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-130**

Adopting the National Incident Management System and Repealing Resolution No. 91-8

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County is required by ORS 401 to establish an emergency management agency to develop and maintain an emergency management program capable of preparing for and coordinating response to emergencies and disasters that may affect the County or any jurisdiction therein.
- b. Use of an effective, standardized incident management system improves coordination between agencies and organizations.
- c. County-wide adoption of the National Incident Management System (NIMS) is now a prerequisite to receiving some emergency management and homeland security grants.

**The Multnomah County Board of Commissioners Resolves:**

1. The National Incident Management System, including the Incident Command System (ICS) components, is adopted as a model to be integrated into all County emergency response plans.
2. To comply with the NIMS requirements, the County will:
  - A. Apply standardized and consistent terminology, including the establishment of plain English communications across public safety agencies.
  - B. Promote the adoption of NIMS by local government, associations, utilities, non-governmental organizations, and the private sector.
  - C. Manage all emergency incidents and planned events in accordance with ICS organizational structure, doctrine, and procedures.
  - D. Coordinate and support emergency incident and event management through development and use of a multi-agency coordination system.
  - E. Participate in and promote mutual aid agreements between counties, jurisdictions, the private sector and non-governmental organizations.
  - F. Incorporate NIMS/ICS into all local and regional training and exercises.
  - G. Develop and implement a plan at agency level that identifies personnel to complete specific NIMS training requirements.
  - H. Inventory community response assets to conform to homeland security resource typing standards.

- I. Standardize methods of organizing and committing resources to an incident to provide for more efficient use of the limited resources.
- J. Incorporate corrective actions into preparedness and response plans and procedures.
- K. Develop a modular organization flexible to meet the varied needs of response to specific events whether planned or emergent.
- L. Establish a pre-determined method of developing unified command to deal with multi-agency and/or multi-jurisdictional situations.
- M. Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- N. Incorporate relevant national standards to achieve equipment, communication, and data interoperability to the extent permissible by law.
- O. Develop and implement a system to coordinate all federal preparedness funding to implement NIMS throughout the County.

3. Resolution No. 91-8 is repealed.

ADOPTED this 12th day of July, 2007.

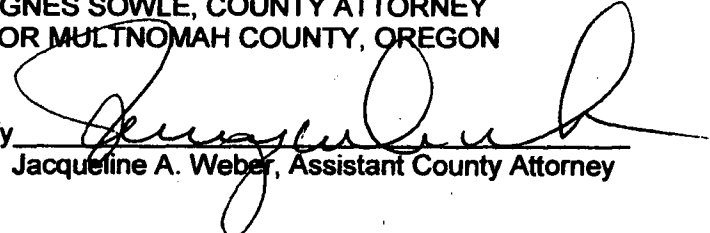


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Ted Wheeler, Multnomah County Chair



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-5  
Est. Start Time: 9:55 AM  
Date Submitted: 07/05/07

**Agenda** Inter-County Mutual Aid Agreement 4710000214 (Omnibus Agreement)  
**Title:** Providing Emergency Assistance During Times of Emergency

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

|                                |                    |                               |                      |
|--------------------------------|--------------------|-------------------------------|----------------------|
| <b>Requested Meeting Date:</b> | July 12, 2007      | <b>Amount of Time Needed:</b> | 5 minutes            |
| <b>Department:</b>             | Community Services | <b>Division:</b>              | Emergency Management |
| <b>Contact(s):</b>             | George Whitney     |                               |                      |
| <b>Phone:</b>                  | 503-988-4580       | <b>Ext.</b>                   | 84580                |
| <b>I/O Address:</b>            | 503/600            |                               |                      |
| <b>Presenter(s):</b>           | George Whitney     |                               |                      |

### General Information

**1. What action are you requesting from the Board?**

Adoption of the Inter-County Mutual Aid Agreement

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

Eight Oregon counties have already entered into an Omnibus Mutual Aid Agreement; Multnomah County would be the ninth. By entering into this agreement the County gains access to resources in neighboring counties, thereby enhancing the capacity to respond to emergencies and disasters. Through this agreement, Multnomah County would also be able to easily render assistance to a neighboring county in need. The agreement would also allow the County to demonstrate compliance with the National Incident Management System which encourages resource sharing between neighboring jurisdictions. Compliance with NIMS is a prerequisite to receiving funds through several grant programs.

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

Cost neutral to the County. The cost of resource deployments during an emergency would be reimbursed at negotiated rates after the first eight hours.

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

This agreement does not obligate the County to assist others. By entering into the agreement the

County is stating only that we intend to share resources when they may be available.

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

None

---

**Required Signature**

---

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

*TED WHEELER*

**Date:** 06/28/07

**BOGSTAD Deborah L**

---

**From:** MINDT Pam  
**Sent:** Wednesday, June 27, 2007 11:01 AM  
**To:** BOGSTAD Deborah L  
**Cc:** WHITNEY George  
**Subject:** Mutual Aid Agreement

Deb, thank you for taking the time with me to ensure that MCEM is complying with established Board protocol. Below is Patrick Henry's email I referenced during our phone call. It is my understanding that this meets one of the requirements we discussed. I will be creating the signature blocks for your review.

Thanks again.

Pam

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

**From:** HENRY Patrick W  
**Sent:** Wednesday, June 13, 2007 9:39 AM  
**To:** MINDT Pam  
**Cc:** WHITNEY George  
**Subject:** RE: summary of meeting

I agree that this is a well drafted agreement. However, as you will see below, I believe there are areas that could use further review and clarification. However, because our partners are fellow governmental entities, it is very unlikely that any partner will default on any obligation in the agreement. Under those circumstances, it is much more likely that any disagreements will be solved politically rather than through an action in court. The only reason I am pointing out the concerns below is to invite you to consider some additional conversations with our partners to make sure there really is a meeting of the minds on all parts of the agreement.

The issues that I think need further review are the following:

- The agreement provides that the only real obligations relate to payment (it says that a partner can only be found in "breach" regarding a payment responsibility). However, there are provisions other than payment, like providing legal representation in the case of a lawsuit or purchasing worker's compensation insurance for your employees. Down the road, I think it would be worth revisiting this provision to see if there are other provisions that our partners want to make "real" obligations.
- In the indemnification section, there is a limitation to a partner's duty to defend and indemnify if the employee who allegedly caused harm is "performing activities beyond the scope of their duties." Because employees are hired to perform their duties in the County that hired them, an employee from another County who comes to Multnomah County to assist with an emergency is arguably "performing activities outside the scope of their duties." If that employee is negligent and causes some catastrophic injury, the lending county could argue that they have no duty to indemnify and defend us since the employee was "performing duties outside the scope of their duties." Clearly, that is not the intent of this provision and, as I said above, I think it is very unlikely that a sister County would make such a legalistic argument. Nonetheless, adding a sentence or two will avoid any overzealous advocacy.

These are relatively minor concerns. The most important provisions, those relating to lending of employees and equipment, are clear and well drafted. My understanding is that this has already been signed by a number of other parties and that you would like to move forward on implementing the mutual aid agreement immediately. Under the circumstances, I am comfortable advising you to sign the agreement as is.

This contract has been reviewed and is approved for circulation for signature.

6/27/2007

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**From:** MINDT Pam  
**Sent:** Tuesday, June 12, 2007 3:35 PM  
**To:** HENRY Patrick W  
**Cc:** WHITNEY George  
**Subject:** summary of meeting

Pat, thank you for reviewing the Inter-County mutual Aid Agreement and for meeting with me to discuss your feedback. Overall the Agreement is good and well drafted. As a representative of the County Attorney's office you will recommend it be approved and will create a memo to that effect.

While the agreement is good, you had concerns with the following areas:

1. Article V – Terms and Termination

“Any terminating Party County shall remain liable for all obligations incurred during its period of participation, until obligation is satisfied.” What is meant by obligation, financial, legal representation if sued, etc. It is not clear what it meant by obligation.

2. Article XIV – Indemnification and Limitation of Liability

Section A. Indemnification. Legal representation of employee from another County that may be sued while responding.

Section B. Activities in bad faith or beyond scope

“performing activities beyond the scope of their duties: This could potentially mean that an employee of Multnomah responding to Clackamas may be considered to be operation outside the scope of their duties because they were hired to work in Multnomah not Clackamas.

Section D. Delay failure to respond. This section may limit duties significantly.

3. Article XVI – Worker's Compensation and employee claims. This section appears to state Multnomah County is responsible for any workman comp claim that may be incurred when an employee is hurt while working an emergency in another jurisdiction.

None of these items are show stoppers. As we discussed Article XVII Modifications allows for the agreement to be modified, altered, or rescinded if 2/3 of Party County's agree.

Please review and ensure that I summarized our discussion accurately. Thank you for your time and I am glad that we are working together again. I am especially glad that our work does not involve sex offender specific issues!

Respectfully,

Pam Mindt  
Interagency Coordinator  
Multnomah County Emergency Management  
503-988-4633

6/27/2007

## INTER-COUNTY MUTUAL AID AGREEMENT Omnibus Agreement

This OMNIBUS AGREEMENT is made and entered into by the undersigned Counties (hereafter referred to as "Party Counties") to enable them to provide Emergency Assistance to each other during times of emergency.

WHEREAS, The party Counties have expressed mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage Emergency Assistance among Counties; and

WHEREAS, in the event of an emergency a Party county who has executed this Omnibus Agreement may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Party County may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and is willing, under certain conditions, to lend its supplies, equipment and services to other Counties in the event of an emergency; and

WHEREAS, the proximity of the Party Counties to each other enables them to provide Emergency Assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned County agrees as follows:

### Article I – APPLICABILITY

This Omnibus Agreement is available for execution to all Counties in Oregon. Execution of the Omnibus Agreement by a County will occur when the County signs an identical version of this Omnibus Agreement.

### Article II – DEFINITIONS

- A. Assistance Costs mean any direct equipment costs and labor costs that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. The Lender is expected to absorb the total labor costs for assistance that takes less than eight (8) hours, and is expected to absorb the first eight (8) hours of labor costs in an extended event. The labor costs, including overtime costs, will be absorbed by the lender, until the borrower uses borrowed personnel more than eight (8) hours, at which time the labor costs will be incurred by the borrowing county. For this agreement, the time begins when the lending agency makes personnel available. Further agreements regarding costs appear in Article XII, Loans of Personnel.

- B. Borrower means a County who has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- C. Contact Person(s) means the person or persons designated by each Party County to request Emergency Assistance from or grant Emergency Assistance to another Party County pursuant to the terms of this Omnibus Agreement.
- D. County means an entire County government. Though the point of contact for this agreement is the Director of Emergency Management, all functions or departments of County Governments are implicated in this Omnibus Agreement, as Emergency Assistance could be provided by any function or department including, but not limited to Law Enforcement, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- E. Director of Emergency Management means the person appointed as the emergency program manager by the executive officer or governing body of a Party County pursuant to ORS 401.305.
- F. Emergency includes, but is not limited to, a human-caused or natural event or circumstances within the area of operation of any participating County causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, use of weapons of mass destruction; said event being or is likely to be beyond the capacity of any affected Party County or Party Counties, in terms of personnel, equipment and facilities, thereby requiring Emergency Assistance.
- G. Emergency Assistance means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal county government services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where Emergency Assistance from other Party Counties is necessary or advisable, as determined by the requesting County.



- H. Emergency Contact Information Form is the form to be submitted to the Directors of Emergency Management by each Party County that lists names, addresses, and 24 hour numbers of the Contact Person(s) of each County. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- I. Lender means a Party County who has subscribed to this Omnibus Agreement and has agreed to deliver Emergency Assistance to another Party County pursuant to the terms and conditions of this Omnibus Agreement.
- J. Omnibus Agreement means identical agreements executed in counterparts which bind the executing County to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Party County binds that Party County to all other Party Counties who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving Emergency Assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Counties' Directors of Emergency Management.
- K. Termination Date is the date upon which this Agreement terminates pursuant to Article. V.

### Article III – PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary and at the sole discretion of the requested Lender. No Party County shall be liable to another Party County, or be considered to be in breach of or default under this Omnibus Agreement, on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement. However, Party Counties who execute the Omnibus Agreement are expected to:

- A. Ensure that other Party Counties are timely provided their County's most current Emergency Contact Information.
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

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#### Article IV – ROLES OF DIRECTOR OF EMERGENCY MANAGEMENT OF PARTY COUNTIES

Party Counties agree that individual Directors of Emergency Management or designee can serve as the representative of the Party County in any meeting to work out the language or implementation of this Omnibus Agreement.

The Director of Emergency Management of each Party County shall, to the extent reasonably possible:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Party County departments the discussion items and decisions of the meeting, as they bear on interoperability among Party Counties.
- C. Maintain a manual containing the master copy of this Omnibus Agreement (as amended) and a list of Party Counties.
- D. Notify all Party Counties whenever a new Party County executes the Omnibus Agreement.
- E. Provide each Party County with a copy of the signature page of newly executed Omnibus Agreement(s).
- F. Provide each Party County with copies of the Emergency Contact Information Forms provided by other Party Counties.
- G. Notify all Party Counties whenever a Party County terminates its participation in this Omnibus Agreement.
- H. Maintain and distribute checklists to assist Party Counties in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

#### Article V – TERMS AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Party Counties.
- B. A Party County opting to terminate this Omnibus Agreement, shall provide written termination notification to the Director of Emergency Management for all Party Counties. Notice of termination becomes effective upon receipt by the Directors of Emergency Management. Any

terminating Party County shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

#### Article VI – PAYMENT FOR SERVICES AND ASSISTANCE

Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice, for all of the Emergency Assistance services provided by the Lender. Lender, in its sole discretion, may elect to extend the repayment deadline, upon the written request of Borrower. In the event the Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

#### Article VII – INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any Emergency Assistance. Employees of Lender shall at all times while performing Emergency Assistance continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who perform Emergency Assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to reimbursement process outlined in Article XII. In no event shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Borrower under or by virtue of this Omnibus Agreement.

#### Article VIII – REQUESTS FOR EMERGENCY ASSISTANCE

Requests for Emergency Assistance shall be directed to the designated contact person(s) on the contact list provided by the Party Counties. The extent to which the Lender provides any Emergency Assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State Laws.

#### Article IX – GENERAL NATURE OF EMERGENCY ASSISTANCE

Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the

Omnibus Agreement shall not create any duty to respond on the part of any Party County. A Party County shall not be held liable for failing to provide Emergency Assistance. A Party County has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII. The Party Counties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

#### Article X – LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Party County. The first eight (8) hours of use will be without cost to the Borrower, after which use of equipment, such as construction equipment, road barricades, vehicles, tools, pumps and motors, shall be at the Lender's actual costs or their current equipment rate; or if no written rates have been established, at the hourly operating costs set forth in an industry standard publication as selected by the Directors of Emergency Management, or as mutually agreed between Borrower and Lender. Equipment and tool loans are subject to the following conditions:

1. At the option of the Lender, loaned equipment may be loaned with an operator. See Article XII for terms and conditions applicable to use of borrowed personnel.
2. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.
3. Borrower shall, at its own expense, supply all fuel, lubrication and necessary maintenance for loaned equipment. The Borrower will take proper precaution in its operation, storage and maintenance of Lender's equipment. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose, or general condition.
4. Lender's costs related to the transportation, handling, and loading/unloading of equipment shall be chargeable to the Borrower. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide

hourly accounting of charges for Lender's employees who perform such services.

5. Without prejudice to a Lender's right to indemnification under Article XIV, in the event loaned equipment is lost or damaged while in the custody and/or use of the Borrower, or while being returned by Borrower to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment, which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than parties to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. Borrower shall not be liable for damage caused by the sole negligence of Lender's Operators.

#### Article XI – EXCHANGE OF MATERIALS AND SUPPLIES

Borrower shall reimburse Lender in kind or at Lender's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Borrower and Lender. Other reusable materials and supplies which are returned (unused) to Lender in clean, damage-free condition shall not be charged to the Borrower and no rental fee will be charged. Lender shall determine whether items returned are "clean and damage-free" and items shall be treated as partially consumed or non-returnable materials and supplies if an item is found to be damaged.

#### Article XII – LOANS OF PERSONNEL

Lender may, at its option, make such employees as are willing to participate available to Borrower. These employees will be provided without cost to the Borrower for the first eight (8) hours of service, after which they will be loaned at Borrower's expense equal to Lender's full costs, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Lender's personnel union contracts, if any, or other conditions of employment. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by the Borrower. The Borrower is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for loaned personnel. The Party Counties' Directors of Emergency

Management or their designees shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Lender personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the emergency management authorities of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses issued to Lender personnel by Lender, relating to the skills required for the emergency work, may be recognized by the Borrower during the period of emergency and for purposes related to the emergency. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

#### Article XIII – RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and/or the loaned employee(s) and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

#### Article XIV – INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to the Borrower, whether arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Party Counties or any person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Workers' Compensation coverage requirements of ORS Chapter 656.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Party County shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Party County from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Party County's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Party County shall be liable to another Party County for, or be considered in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **COUNTY LITIGATION PROCEDURES.** Each Party County seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without prior consent of Borrower, which consent shall not be unreasonably withheld. Such Party County shall have the right to participate in the defense of said claim to the extent of its own interest. Party County's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

#### Article XVI – WORKERS COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Party County shall remain fully responsible as employer for all taxes, assessments, fees, premiums,

wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Party County shall provide worker's compensation in compliance with statutory requirements of the State of Oregon.

#### Article XVII – MODIFICATIONS

No provisions of this Omnibus Agreement may be modified, altered, or rescinded by any Party County without 2/3 concurrence of the Party Counties. Modifications to this Omnibus Agreement must be in writing and will become effective upon approval of the modification by a 2/3 affirmative vote of the Party Counties. Modifications must be signed by an authorized representative of each Party County.

#### Article XVIII – NON EXCLUSIVENESS AND PRIOR AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Party Counties. Any Party County may enter into separate Emergency Assistance with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Party Counties are inconsistent with this Agreement, prior agreements for Emergency Assistance between the Counties hereto will supersede this Omnibus Agreement, until the inconsistencies of the prior agreements are reconciled by the Party Counties.

#### Article XIX – GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the emergencies covered by this Omnibus Agreement.

#### Article XX – NO DEDICATION OF FACILITIES

No undertaking by a Party County to another Party County under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Party County, or any portion thereof, to the public or to the other Party County. Nothing in this Omnibus Agreement shall be construed to give a Party County any right of ownership, possession, use or control of the facilities or assets of the other Party County.

#### Article XXI – NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Party Counties or to impose any partnership obligation or liability upon any Party County. Further, no Party



County shall have any undertaking for or on behalf of, or to act or be an agent or representative of, or to otherwise bind any other Party County.

#### Article XXII – NO THIRD PARTY BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Party Counties. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Party County.

#### Article XXIII – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Party Counties may take precedence over certain concepts outlined in this Agreement.

#### Article XXIV – SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Party County may terminate its participation in this Omnibus Agreement subject to Article V.

#### Article XXV – GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Oregon.

#### Article XXVI – VENUE

Any action which may rise out of this Omnibus Agreement shall be brought in the county where the Emergency occurred.

#### Article XXVII – TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Party Counties any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

#### Article XXVIII – WAIVER OF RIGHTS

Any waiver at any time by any Party County of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in

connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

#### Article XXIX – INVALID PROVISION

The invalidity or unenforceability of any provisions of this Omnibus Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

#### Article XXX – NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Directors of Emergency Management for all Party Counties at the address designated in the County's Emergency Contact Information Form.

**SIGNATURE PAGE MULTNOMAH COUNTY**

IN WITNESS WHEREOF, the County hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

APPROVED this 12th day of July, 2007.

**MULTNOMAH COUNTY, OREGON**

By TED WHEELER  
Ted Wheeler, County Chair

By \_\_\_\_\_  
George Whitney, Director  
Multnomah County Emergency Management

REVIEWED:

By \_\_\_\_\_  
Patrick W. Henry, Assistant County Attorney

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 07.12.07  
DEBORAH L. BOGSTAD, BOARD CLERK



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R 6 DATE 7/12/07  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-6  
Est. Start Time: 10:00 AM  
Date Submitted: 07/05/07

**Agenda Title:** **NOTICE OF INTENT to Apply for Homeland Security Grant Program Funds in the Amount of \$551,000**

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

|                 |                           |                 |                             |
|-----------------|---------------------------|-----------------|-----------------------------|
| Date Requested: | <u>July 12, 2007</u>      | Time Requested: | <u>5 minutes</u>            |
| Department:     | <u>Community Services</u> | Division:       | <u>Emergency Management</u> |
| Contact(s):     | <u>George Whitney</u>     |                 |                             |
| Phone:          | <u>503-988-4580</u>       | Ext.            | <u>84580</u>                |
|                 | I/O Address:              |                 | <u>503/600</u>              |
| Presenter(s):   | <u>George Whitney</u>     |                 |                             |

### General Information

**1. What action are you requesting from the Board?**

Approval to apply to the State Homeland Security Grant Program

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

Multnomah County is required by ORS 401 to establish an emergency management agency to develop and maintain an emergency management program capable of planning, preparing for and coordinating response to emergencies and disasters that may affect the County or any jurisdiction therein. In order for cities, special districts, County Departments, and Police/Fire organizations to have access to certain federal funding, Multnomah County must submit an application and administer the grant award. Improving county-wide readiness to respond and recover from a disaster is the purpose of applying for these funds.

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

Emergency Management is applying for \$551,000 for the Grant Performance Period of September 1, 2007 through May 31, 2010. The grant award of \$551,000 is a one time funding allotment for the three year period of the grant. Projects identified to be funded by the \$551,000 must be completed within the three year time frame.

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

N/A

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

N/A

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## ATTACHMENT A

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### Grant Application/Notice of Intent

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

- **Who is the granting agency?**  
U.S Department of Homeland Security to State of Oregon. Multnomah County would be a sub-grantee.
- **Specify grant (matching, reporting and other) requirements and goals.**  
Projects are funded 100% by grant proceeds. Projects identified in the grant proposal must be completed by the end of the grant performance period.
- **Explain grant funding detail – is this a one time only or long term commitment?**  
This is one time funding for the Grant Performance Period from September 1, 2007 to May 31, 2010.
- **What are the estimated filing timelines?**  
Application is due to the Oregon Office of Emergency Management in Salem, OR, by July 16, 2007.
- **If a grant, what period does the grant cover?**  
Grant performance period covers September 1, 2007 to May 31, 2010.
- **When the grant expires, what are funding plans?**  
Projects are proposed as one-time, limited term projects or equipment procurements.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
The grant allows for 3% administrative costs for a total of \$16,530.

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## ATTACHMENT B

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### Required Signatures

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Elected Official or  
Department/  
Agency Director:

TED WHEELER

Date: 07/03/07

Budget Analyst:

CEC

Date: 07/05/07



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-7  
Est. Start Time: 10:05 AM  
Date Submitted: 06/27/07

**Agenda Title:** First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapters 11.15, 11.45, 33, 34, 35, 36, 37 and 38 to Add Criteria for Replatting and Consolidating Lots and Parcels

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 5 mins  
Department: Community Services Division: Land Use & Transportation  
Contact(s): Derrick Tokos, Karen Schilling  
Phone: 503-988-3043 Ext. 22682 I/O Address: 455/116  
Presenter(s): Derrick Tokos

### General Information

**1. What action are you requesting from the Board?**

Approval of the first reading of the proposed ordinance, adding language to the County code to create a clear process and approval standards for replatting and consolidating parcels and lots.

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

The ordinance adds two new code sections. One section includes provisions for how adjacent parcels and lots can be consolidated together (combined by "erasing" the property line between the parcels or lots). The second section provides criteria for "replatting" parcels or lots within an existing partition plat or subdivision plat.

The terms "parcels" and "lots," have very specific definitions in state statute and the county code. Basically, a "parcel" was created by a "metes and bounds" description on a property deed before 1991 or was created by a "Partition Plat" in 1991 or later. No more than three parcels may be created in a calendar year from the parent property. A lot is created by a "Subdivision Plat" and is the required land division mechanism for creating four or more units of land in a calendar year.

Consolidation of parcels and lots in this proposal results in a new deed description for the perimeter



of a property, eliminating the interior boundary line. It is different from tax roll account consolidations that may occur in an action by the County Assessment and Taxation office. A tax roll description is only a mechanism for assessing taxes and may or may not encompass the same area as a legal parcel and lot. For example, some taxing districts such as Community Colleges and fire protection districts may have boundaries that do not coincide with property boundaries. A tax boundary that passed through a parcel would result in a property with two tax statements for one legal parcel due to the differing tax rates within each taxing district.

This proposal is the remaining part of a larger project that had the objective of adding code sections that would solve several land division related problems experienced by property owners and staff. Replatting and consolidating properties are tools land owners can use for reconfiguring properties to correct land division problems. The County code does not currently provide a process or criteria for either approach. Consequently, landowners have had to utilize more expensive and time consuming tools such as a partition plat or subdivision plat to achieve the same result.

ORS Chapter 92 authorizes local governments to review and approve replats provided they process them in the same manner as a subdivision plat, including notice to adjoining property owners (ORS 92.185(3)). The statute does not spell out all of the criteria local governments can apply. Because there are a number of substandard lots scattered throughout rural portions of the County, in old subdivision plats, staff has drafted criteria to assist land owners interested in reconfiguring these properties. The replat option is not proposed for farm and forest zones. This is due to the potential for conflict between replat rules and existing aggregation and property line adjustment requirements in those districts.

State law for lot consolidations states *"A lot or parcel lawfully created shall remain a discrete lot or parcel, unless the lot or parcel lines are vacated or the lot or parcel is further divided, as provided by law"* (ORS 92.017). The steps landowners must follow to combine adjoining properties is not clear, and has led to confusion. Creating a simple process for achieving this objective resolves this problem.

Adopting this ordinance will help the Land Use Planning program achieve its objective of providing quality customer service to constituents in a timely fashion, by providing land owners a clear process for reconfiguring their land, be it to resolve a land division problem or to simply meet their needs for how they intend to use the property.

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

There are no fiscal impacts.

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

There are no legal issues. State law authorizes local governments to review and approve proposals to replat or consolidate properties (ORS Chapter 92). The policy choices are whether or not to provide for these options and, if so, what process should be used.

The proposed ordinance provides an administrative review for replats, which is the simplest procedure in the County code that includes the required notice. The process for lot consolidations is ministerial (over the counter). A ministerial option for consolidating parcels or lots in platted subdivisions was added to ORS 368.351 in 2005. In consultation with the County Surveyor, staff chose not to pursue this approach because of questions surrounding how to describe the resulting properties. There is also no need for two processes to accomplish the same purpose (i.e. a replat can be used to eliminate lines separating platted parcels or lots).

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

The Planning Commission held work sessions on September 11, 2006 and February 5, 2007. Copies

of the proposal were sent to the Gorge Commission, County Surveyor, and DLCD. Feedback provided by these groups has been addressed by staff. A public hearing was held before the Planning Commission on April 2, 2007 at which all interested persons were given an opportunity to appear and be heard. The Board of County Commissioners will conduct a similar hearing on July 12, 2007. Since the proposed changes do not regulate the use of property, the County has not provided direct mail notice to individual property owners. Notice of the hearings is published in the Oregonian newspaper and on the County website.

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**Required Signature**

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



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**Date:** 06/27/07

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BEFORE THE PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. PC 04-007 (Part 2)**

Recommend to the Board of County Commissioners the adoption of an ordinance amending MCC Chapters 33, 34, 35, 36 and 38 to include criteria for "replatting" and "consolidating" lots and parcels.

**The Planning Commission Finds:**

- a. The Planning Commission is authorized by Multnomah County Code Chapter subsection 33.0140 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- b. The individual Code chapters should be periodically updated and improvements adopted. As part of that effort the Planning Commission sees a need to provide clear approval standards for persons interested in "replatting" or "consolidating" properties they own.
- c. The proposed code amendments are the remaining part of a larger project that had the objective of adding code sections that would solve land division related problems experienced by property owners and staff.
- d. Adding provisions to the County Code allowing properties to be reconfigured or consolidated, as provided for by statute (ORS 92), provides land owners with additional tools to correct land division problems, or to simply meet their needs for how they intend to use the property.
- e. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice).
- f. Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the Land Use Program web site. The Planning Commission held a public hearing on April 2, 2007 where all interested persons were given an opportunity to appear and be heard.

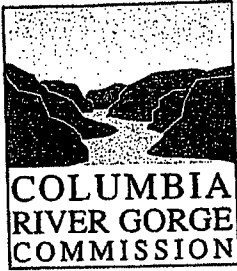
**The Planning Commission Resolves:**

The proposed Ordinance amending MCC Chapters 33, 34, 35, 36 and 38 is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 2nd day of April, 2007.

PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

  
John Ingle, Chair



PO Box 730 • #1 Town & Country Square • White Salmon, Washington 98672 • 509-493-3323 • fax 509-493-2229  
[www.gorgecommission.org](http://www.gorgecommission.org)

June 13, 2007

Derrick Tokos, Principal Planner  
Multnomah County Land Use and Transportation Program  
1600 SE 190<sup>th</sup> Avenue  
Portland, OR 97233-5910

Re: New County Regulations for Replats and Lot Consolidations (MCC 38.7794 & 38.7797)

Dear Derrick,

Thank you for providing our office with a copy of your revised draft ordinance amendment that would revise the Multnomah County code for replatting and consolidating lots and parcels. I have had the opportunity to review the changes and did not see any inconsistencies with the Management Plan.

As we have discussed in the past, our primary concern involved the possible creation of additional and non-compliant parcels through the replat process. I understand from your June 4, 2007 letter and the attached Staff Report that the creation of any new or additional parcel(s) not included in the original final plat would be reviewed as a new land division and therefore subject to scenic area rules, consistent with the Management Plan.

After the proposed amendments are adopted by the Multnomah County Board of Commissioners, I will prepare a staff report for the Columbia River Gorge Commission and schedule it be heard at the earliest possible Gorge Commission meeting (probably August 14, 2007). Please notify me when the Multnomah County Board of Commissioners adopts the ordinance.

Thank you for taking our concerns into consideration. Please do not hesitate to contact me if you have any questions or concerns about my comments. I can be reached at (509) 493-3323 extension 232 or by email at [kenney@gorgecommission.org](mailto:kenney@gorgecommission.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Angie Kenney". The signature is stylized with a large, looped "A" and a long, sweeping "K".

Angie Kenney  
Planner

**TOKOS Derrick I**

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**From:** HOVDEN Robert A  
**Sent:** Wednesday, June 20, 2007 2:47 PM  
**To:** TOKOS Derrick I  
**Subject:** Amending MCC Chapters 11.15, 11.45, 33, 34, 35, 36 and 38 to add criteria for replatting & Consolidating lots & parcels

Derrick,

I have review the proposed change to county code and support this ordinance.

Thanks.

Bob

***Robert A. Hovden, PLS  
Multnomah County Surveyor  
1600 SE 190th Avenue  
Portland, OR 97233  
503-988-5573***

6/20/2007

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapters 11.15, 11.45, 33, 34, 35, 36, 37 and 38 to Add Criteria for Replatting and Consolidating Lots and Parcels

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

**The Multnomah County Board of Commissioners Finds:**

- a. The Planning Commission is authorized by Multnomah County Code Chapter (MCC) § 33.0140 and by ORS 215.110 to recommend to the Board the adoption of ordinances to implement the Multnomah County Comprehensive Plan. The Planning Commission exercised this authority in recommending the proposed ordinance with Resolution PC-04-007 (Part 2).
- b. It is in the public interest that the County has a clear process and approval criteria for persons interested in "replatting" or "consolidating" properties they own. The County code does not currently provide such a process or criteria.
- c. The proposed code amendments are the remaining part of a larger project that had the objective of adding code sections that would solve land division related problems experienced by property owners and staff.
- d. Adding provisions to the code allowing properties to be reconfigured or consolidated, as provided for by ORS Chapter 92, gives land owners additional tools to correct land division problems, or to simply meet their needs for how they intend to use the property.
- e. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice).
- f. The provisions of this ordinance were submitted to the Gorge Commission, State of Oregon Department of Land Conservation and Development and other interested parties, and there has been consultation with the staff of these agencies on the code provisions.
- g. Noticed public hearings were held before the Planning Commission on April 2, 2007 and Board of County Commission on July 12, 2007, where all interested persons were given an opportunity to appear and be heard.

**Multnomah County Ordains as follows:**

**Section 1.** §§33.2025, 33.2225, 33.2425, 33.2625, 33.2825, 33.3125 and 33.3325 are amended as follows:

*[CFU-1]*

**33.2025 Review Uses**

\* \* \*

(L) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

[CFU-2]

**33.2225 Review Uses**

\* \* \*

(L) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

[CFU-5]

**33.2425 Review Uses**

\* \* \*

(L) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

[EFU]

**33.2625 Review Uses**

\* \* \*

(P) Consolidation of Parcels and Lots pursuant to MCC 33.7794.

[MUA-20]

**33.2825 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

[RR]

**33.3125 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

[RC]

**33.3325 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 33.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 33.7797.

**Section 2.** §§34.2625, 34.2825, 34.3125 and 34.3325 are amended as follows:

[EFU]

**34.2625 Review Uses**

\* \* \*

(P) Consolidation of Parcels and Lots pursuant to MCC 34.7794.

[MUA-20]

**34.2825 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

[RR]

**34.3125 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

[RC]

**34.3325 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 34.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 34.7797.

**Section 3.** §§35.2025, 35.2225, 35.2625, 35.2825, 35.3125 and 35.3325 are amended as follows:

[CFU-3]

**35.2025 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 35.7794.

[CFU-4]

**35.2225 Review Uses**

\* \* \*

(L) Consolidation of Parcels and Lots pursuant to MCC 35.7794.

[EFU]

**35.2625 Review Uses**

\* \* \*

(P) Consolidation of Parcels and Lots pursuant to MCC 35.7794.

[MUA-20]

**35.2825 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

[RR]

**35.3125 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.

[RC]

**35.3325 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 35.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 35.7797.



**Section 4.** §§36.2025, 36.2625, 36.2825, 36.3125, 36.3325, 36.3425 and 36.3525 are amended as follows:

**[CFU]**

**36.2025 Review Uses**

\* \* \*

(L) Consolidation of Parcels and Lots pursuant to MCC 36.7794.

**[EFU]**

**36.2625 Review Uses**

\* \* \*

(R) Consolidation of Parcels and Lots pursuant to MCC 36.7794.

**[MUA-20]**

**36.2825 Review Uses**

\* \* \*

(I) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

**[RR]**

**36.3125 Review Uses**

\* \* \*

(I) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

**[PH-RC]**

**36.3325 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

**[OR]**

**36.3425 Review Uses**

\* \* \*

(I) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

**[OCI]**

**36.3525 Review Uses**

\* \* \*

(I) Consolidation of Parcels and Lots pursuant to MCC 36.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 36.7797.

**Section 5.** §§38.2025, 38.2225, 38.2425, 38.2625, 38.2825, 36.3025 and 36.3225 are amended as follows:

**[GGF & GSF]**

**38.2025 Review Uses**

(A) The following uses may be allowed on lands designated GGF, ...

\* \* \*

(25) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(B) The following uses may be allowed on lands designated GSF, ...

\* \* \*

(17) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

**[GGA & GSA]**

**38.2225 Review Uses**

(A) The following uses may be allowed on lands designated GGA, ...

\* \* \*

(21) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(B) The following uses may be allowed on lands designated GSA-40, ...

\* \* \*

(20) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

**[GGRC]**

**38.2425 Review Uses**

\* \* \*

(P) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

**[GGO; GGO-GW; GGO-SP; & GSO]**

**38.2625 Review Uses**

\* \* \*

(A) The following uses may be allowed on lands designated GGO, ...

\* \* \*

(9) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(B) The following uses are allowed on land designated GGO-GW, ...

\* \* \*

(13) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(C) The following uses are allowed on land designated GGO-SP, ...

\* \* \*

(11) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(D) The following uses may be allowed on lands designated GSO, ...

\* \* \*

(8) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

*[GG-PR, GG-CR, & GS-PR]*

**38.2825 Review Uses**

\* \* \*

(A) The following uses are allowed on all lands designated GG-PR, ...

\* \* \*

(5) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(B) The following uses are allowed on all lands designated GG-CR, ...

\* \* \*

(5) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(C) The following uses are allowed on all lands designated GS-PR ...

\* \* \*

(13) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

*[GGR & GSR]*

**38.3025 Review Uses**

\* \* \*

(A) The following uses may be allowed on lands designated GGR, ...

\* \* \*

(16) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

(B) The following uses may be allowed on lands designated GSR, ...

\* \* \*

(13) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

*[GGC]*

**38.3225 Review Uses**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 38.7794 and Replatting of Partition and Subdivision Plats pursuant to MCC 38.7797.

\* \* \*

**Section 6.** §§11.15.2568, 11.15.2608 and 11.15.2628 are amended as follows:

**[LR-10]**

**11.15.2568 Uses Permitted Under Prescribed Conditions**

\* \* \*

(I) Consolidation of Parcels and Lots pursuant to MCC 11.45.113.

(J) Replatting of Partition and Subdivision Plats pursuant to MCC 11.45.114.

\* \* \*

**[LR-7]**

**11.15.2608 Uses Permitted Under Prescribed Conditions**

\* \* \*

(K) Consolidation of Parcels and Lots pursuant to MCC 11.45.113.

(L) Replatting of Partition and Subdivision Plats pursuant to MCC 11.45.114.

\* \* \*

**[LR-5]**

**11.15.2628 Uses Permitted Under Prescribed Conditions**

\* \* \*

(J) Consolidation of Parcels and Lots pursuant to MCC 11.45.113.

(K) Replatting of Partition and Subdivision Plats pursuant to MCC 11.45.114.

\* \* \*

**Section 7.** §§33.7794, 34.7794, 35.7794, 36.7794, 38.7794 and 11.45.113 are added as follows:

**33.7794 Consolidation of Parcels and Lots**

**34.7794 Consolidation of Parcels and Lots**

**35.7794 Consolidation of Parcels and Lots**

**36.7794 Consolidation of Parcels and Lots**

**38.7794 Consolidation of Parcels and Lots**

**11.45.113 Consolidation of Parcels and Lots**

This section states the procedures and requirements for removing property lines between adjacent parcels or lots in the same ownership in order to create one parcel or lot. The act of parcel or lot consolidation does not, in itself, remove prior conditions of land use approvals. A property owner may also choose to consolidate parcels or lots as part of a land division application. The parcel and lot consolidation process described in this section is different from (and does not replace) the process used by the County Assessment and Taxation Program to consolidate parcels and lots under one tax account.

Consolidation of parcels and lots may be approved under the applicable descriptions and approval criteria given in subsection (A) for parcels created by "metes and bounds" deed descriptions and subsection (B) for parcels and lots that were created by a Partition or Subdivision Plat.

(A) Consolidation of parcels created by "metes and bounds" deed descriptions may be approved under the standards of either subsections (1) or (2) as follows:

(1) If all the subject parcels proposed for consolidation were created by deed instruments prior to October 19, 1978, (the effective date of Ord. 174), or are Lots of Record created by deed instrument under the "minor partitions exempted" section 1.224 of Ord. 174 and MCC section 11.45.110, then the following shall apply:

(a) Under a Type I Permit Review and in accordance with MCC 37.0550, an application and fee shall be submitted to the Land Use Planning office. The contents of the application shall include maps, copies of all current deeds, a title report, an affidavit signed by the owner that verifies that the owner has the authority to consolidate the parcels, and any supplementary material that are determined by the Planning Director to be necessary and relevant to demonstrate compliance with the standards in (b);

(b) The Planning Director shall verify the following in a written report:

1. The subject parcels are in the same ownership and there are no ownership or financing obstacles to completing the consolidation;

2. The parcels to be consolidated are either existing Lots of Record or the act of consolidation will correct a past unlawful land division;

(c) The applicant shall submit to the Planning Director a copy of an unrecorded deed that conforms to the requirements of the Director's report; and

(d) The applicant shall record the approved deed that accurately reflects the approved parcel consolidation.

(2) If the subject parcels proposed for consolidation includes a parcel created by deed instrument as described in (A)(1) above and includes a parcel created by Partition Plat or lot within a Subdivision Plat, then the following shall apply:

(a) The application and Planning Director verification requirements are those given in (A)(1)(a)&(b);

(b) Before submittal to the County Surveyor, the applicant shall submit to the Planning Director a copy of a "one parcel" Partition Plat that accurately reflects the requirements of the Director's report; and

(c) The "one parcel" Partition Plat shall meet the technical requirements of ORS Chapter 92 before it is recorded with the County Recorder.

(B) Consolidation of parcels within a Partition Plat or lots within a Subdivision Plat (Parcel and Lot Line Vacation) may be approved with a replat.

**Section 8.**      **§§33.7797, 34.7797, 35.7797, 36.7797, 38.7797 and 11.45.114 are added as follows:**

**33.7797 Replatting of Partition and Subdivision Plats**

**34.7797 Replatting of Partition and Subdivision Plats**

**35.7797 Replatting of Partition and Subdivision Plats**

**36.7797 Replatting of Partition and Subdivision Plats**

**38.7797 Replatting of Partition and Subdivision Plats**

**11.45.114 Replatting of Partition and Subdivision Plats**

(A) This section states the procedures and requirements for reconfiguring parcels, lots, and public easements within a recorded plat as described in ORS 92.180 through 92.190 (2006). This provision shall be utilized only in those zoning districts in which replatting is a Review Use. Nothing in this section is intended to prevent the utilization of other vacation actions in ORS chapters 271 or 368.

(B) As used in this subsection, “replat” and “replatting” shall mean the act of platting the parcels, lots and easements in a recorded Partition Plat or Subdivision Plat to achieve a reconfiguration of the existing Partition Plat or Subdivision Plat or to increase or decrease the number of parcels or lots in the Plat.

(C) Limitations on replatting include, but are not limited to, the following: A replat shall only apply to a recorded plat; a replat shall not vacate any public street or road; and a replat of a portion of a recorded plat shall not act to vacate any recorded covenants or restrictions.

(D) The Planning Director may approve a replatting application under a Type II Permit Review upon finding that the following are met:

(1) In accordance with MCC 37.0550 or 38.0550, an application and fee shall be submitted to the Land Use Planning office. The contents of the tentative plan shall include those maps, written information and supplementary material listed for contents of a Category 3 tentative plan that are determined by the Planning Director to be adequate to demonstrate compliance with the applicable approval criteria;

(2) Reconfiguration of the parcels or lots shall not result in an increase in the number of “buildable parcels or lots” over that which exist prior to reconfiguration. “Buildable parcels or lots,” as used in this approval criteria, shall mean that there is confidence that a building and sanitation permit could be approved on the parcel or lot. A replat resulting in an increase in the number of “buildable parcels or lots” shall be reviewed as a land division as defined in this Chapter;

(3) Parcels or lots that do not meet the minimum lot size of the zoning district shall not be further reduced in lot area in the proposed replat;

(4) The proposed reconfiguration shall meet the approval criteria given in the land division code sections on easements, water systems, sewage disposal, and surface drainage;

(5) All reconfigured parcels and lots shall have frontage on a public street except as provided for alternative access in the access requirement sections of each zoning district; and

(6) The applicant shall submit a Partition Plat or Subdivision Plat to the Planning Director and County Surveyor in accordance with the requirements of ORS 92 and which accurately reflects the approved tentative plan map and other materials.

**Section 9. § 37.0530 is amended as follows:**

**37.0530 Summary Of Decision Making Processes.**

The following decision making processes chart shall control the County's review of the indicated permits:

| APPROVAL PROCESS                                                               |                                   |                        |                       |                          |               |
|--------------------------------------------------------------------------------|-----------------------------------|------------------------|-----------------------|--------------------------|---------------|
| Permit Type                                                                    | I                                 | II                     | III                   | IV                       | PC            |
| Initial Approval Body                                                          | (Not a<br>"land use<br>decision") | (Planning<br>Director) | (Hearings<br>Officer) | (Planning<br>Commission) | (Legislative) |
| Allowed Uses                                                                   | X                                 |                        |                       |                          |               |
| Review Uses                                                                    |                                   | X                      |                       |                          |               |
| Conditional Uses                                                               |                                   |                        | X                     |                          |               |
| Community Service                                                              |                                   |                        | X                     |                          |               |
| Design Review                                                                  |                                   | X                      |                       |                          |               |
| Plan/Zone Change (single tract)<br>quasi-judicial                              |                                   |                        |                       | X                        |               |
| Demolition of historic building<br>or structure before 120 day<br>permit delay |                                   |                        |                       | X                        |               |
| Plan/Zone Changes-legislative                                                  |                                   |                        |                       |                          | X             |
| Zone Code Text Changes<br>(Initiated by county only)                           |                                   |                        |                       |                          | X             |
| Creation of a parcel/lot not<br>abutting a street                              |                                   |                        | X                     |                          |               |
| Adjustment                                                                     |                                   | X                      |                       |                          |               |
| Variance                                                                       |                                   |                        | X                     |                          |               |
| Non-conforming<br>Uses/Determination of Non-<br>conforming Use                 |                                   | X                      |                       |                          |               |
| Extensions of Decisions in EFU<br>& CFU Zones (MCC 37.0690)                    | X                                 |                        |                       |                          |               |
| All other Extensions of<br>Decisions                                           |                                   | X                      |                       |                          |               |
| Revocation of Decision                                                         |                                   | X                      |                       |                          |               |
| Property Line Adjustments                                                      |                                   | X                      |                       |                          |               |
| Planned Developments                                                           |                                   |                        | X                     |                          |               |
| Land Divisions:                                                                |                                   |                        |                       |                          |               |
| Category 1 & 2                                                                 |                                   |                        | X                     |                          |               |
| Category 3 & 4                                                                 |                                   | X                      |                       |                          |               |
| Significant Environmental<br>Concern                                           |                                   | X                      |                       |                          |               |
| Hillside Development Permit                                                    |                                   | X                      |                       |                          |               |

| APPROVAL PROCESS                                       |                                   |                        |                       |                          |               |
|--------------------------------------------------------|-----------------------------------|------------------------|-----------------------|--------------------------|---------------|
| Permit Type                                            | I                                 | II                     | III                   | IV                       | PC            |
|                                                        | (Not a<br>"land use<br>decision") | (Planning<br>Director) | (Hearings<br>Officer) | (Planning<br>Commission) | (Legislative) |
| Willamette River Greenway                              |                                   | X                      |                       |                          |               |
| Zoning Code Interpretations                            |                                   | X                      |                       |                          |               |
| Temporary Permits                                      |                                   | X                      |                       |                          |               |
| Temporary Health Hardship                              |                                   | X                      | X<br>If CU            |                          |               |
| Bus Shelter                                            |                                   | X                      |                       |                          |               |
| Lot of Record Verification                             |                                   | X                      |                       |                          |               |
| Lot of Exception                                       |                                   | X                      |                       |                          |               |
| Exceptions                                             |                                   | X                      |                       |                          |               |
| Post Emergency response to<br>emergency/disaster event |                                   | X                      |                       |                          |               |
| Lot Consolidation                                      | X                                 |                        |                       |                          |               |
| Replat                                                 |                                   | X                      |                       |                          |               |
| All other discretionary<br>decisions                   |                                   | X                      |                       |                          |               |
| First response to<br>emergency/disaster event          | X                                 |                        |                       |                          |               |
| Grading and Erosion Control                            | X                                 |                        |                       |                          |               |
| Floodplain Development                                 | X                                 |                        |                       |                          |               |
| Street & Property Addressing                           | X                                 |                        |                       |                          |               |
| Type A Home Occupation                                 | X                                 |                        |                       |                          |               |

\*\*\*\*\*

**Section 10. § 38.0530 is amended as follows:**

**38.0530 Summary of decision making processes.**

The following decision making processes chart shall control the County's review of the indicated permits:

| APPROVAL PROCESS                                           |                                |                        |                        |                       |               |
|------------------------------------------------------------|--------------------------------|------------------------|------------------------|-----------------------|---------------|
| Permit Type                                                | I                              | II                     | II<br>Expedited        | III                   | PC            |
|                                                            | (Not a "land<br>use decision") | (Planning<br>Director) | (Planning<br>Director) | (Hearings<br>Officer) | (Legislative) |
| Initial Approval<br>Body:                                  |                                |                        |                        |                       |               |
| Allowed Uses <sup>1</sup>                                  | X                              |                        |                        |                       |               |
| Expedited Uses                                             |                                |                        | X                      |                       |               |
| Review Uses                                                |                                | X                      |                        |                       |               |
| Conditional Uses                                           |                                |                        |                        | X                     |               |
| Zone Code Text<br>Changes<br>(Initiated by<br>County only) |                                |                        |                        |                       | X             |
| Variance                                                   |                                | X                      |                        | X                     |               |



| APPROVAL PROCESS                                                                                                                                          |                             |                     |                     |                    |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|---------------------|--------------------|---------------|
| Permit Type                                                                                                                                               | I                           | II                  | II<br>Expedited     | III                | PC            |
| Initial Approval Body:                                                                                                                                    | (Not a "land use decision") | (Planning Director) | (Planning Director) | (Hearings Officer) | (Legislative) |
| Extension of Decision                                                                                                                                     |                             | X                   |                     |                    |               |
| Property Line Adjustments                                                                                                                                 |                             | X                   |                     |                    |               |
| Planned Unit Developments                                                                                                                                 |                             |                     |                     | X                  |               |
| Land Divisions                                                                                                                                            |                             |                     |                     |                    |               |
| Subdivision                                                                                                                                               |                             |                     |                     | X                  |               |
| Major Partition                                                                                                                                           |                             | X                   |                     |                    |               |
| Minor Partition                                                                                                                                           |                             | X                   |                     |                    |               |
| Lot Consolidation (same ownership; undeveloped)                                                                                                           | X                           |                     |                     |                    |               |
| Replat                                                                                                                                                    |                             | X                   |                     |                    |               |
| Revocation of Decisions                                                                                                                                   |                             |                     |                     | X                  |               |
| Zoning Code Interpretations                                                                                                                               |                             | X                   |                     |                    |               |
| Hillside Development Permit                                                                                                                               |                             | X                   |                     |                    |               |
| Floodplain Development                                                                                                                                    | X                           |                     |                     |                    |               |
| Grading and Erosion Control                                                                                                                               | X                           |                     |                     |                    |               |
| Street and Property Addressing                                                                                                                            | X                           |                     |                     |                    |               |
| Final Plat Approval                                                                                                                                       | X                           |                     |                     |                    |               |
| 1 Although an Allowed Use by itself does not require a Type I permit, zoning approval of a building permit application for such a use is a Type 1 review. |                             |                     |                     |                    |               |

\* \* \* \* \*

**Section 11.** § 38.7730 is repealed in its entirety as follows:

**38.7730 Consolidation of Unplatted Properties**

~~Lots or parcels created by deed for which a corresponding plat is not recorded may be consolidated by subsequently recording a deed. A subsequently recorded deed that describes two or more unplatted lots or parcels as a single unit of land shall have the effect of vacating the lines separating the properties and consolidating the described real properties into a single parcel, as provided in ORS 92.017.~~

**Section 12.** The effective date of the amendments to Chapters 11.15, 11.45, 33, 34, 35, 36 and 37 is August 25, 2007.

**Section 13.** The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge Commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING:

\_\_\_\_\_  
July 12, 2007

SECOND READING AND ADOPTION:

\_\_\_\_\_  
July 26, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-8  
Est. Start Time: 10:10 AM  
Date Submitted: 06/27/07

**Agenda Title:** First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement

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

**Requested Meeting Date:** July 12, 2007  
**Amount of Time Needed:** 5 minutes  
**Department:** Community Services  
**Division:** Land Use and Transportation Planning  
**Contact(s):** Michael Grimm  
**Phone:** 503 988-5050 **Ext.** 29640 **I/O Address:** 455/116  
**Presenter(s):** Michael Grimm

### General Information

**1. What action are you requesting from the Board?**

Approve first reading of an ordinance amending Multnomah County Code (MCC) Chapter 37.0915 Violations, MCC 37.0930 Enforcement Levels, MCC 37.0945 Emergency Enforcement, MCC 37.0950 Failure to Appeal and MCC 37.0955 Appeal, and adding a new section for a stop work order enforcement level for land use and transportation code enforcement.

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

The Code Compliance office is located within the Land Use and Transportation Planning Program, part of the Vibrant Communities Program Offer. An amended enforcement code will strengthen the County's ability to ensure clean, healthy neighborhoods and promote a vibrant sense of community.

The Ordinance includes revisions to sections of the Violations, Enforcement and Fines ordinance, *Multnomah County Code (MCC) 37.0915 Violations, MCC 37.0930 Enforcement Levels, MCC 37.0945 Emergency Enforcement, MCC 37.0950 Failure to Appeal and MCC 37.0955 Appeal*, as discussed during the April 2, 2007, Planning Commission work session and the May 7, 2007 hearing.

The Code Compliance Program has been in operation since May 2004. As the program has developed and operated over the past few years, we have noted specific areas of the enforcement code that needs clarification and also improves the consistency of the Code Compliance program operation with the code language.

The proposed revisions are intended to:

- 1) Improve the consistency of the code language related to enforcement of transportation regulations;
- 2) Clarify enforcement of regulations and County issued permits through a Stop Work Order process;
- 3) Clarify the Hearings Officer authority to order corrective actions for a Notice of Violation not appealed; and to order reimbursement for costs expended by the County to remediate a violation; and
- 4) Delete the requirement to provide a Notice of Hearing to surrounding properties when a Notice of Violation is appealed.

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

There is no expected increase in County expenditures for this program related to the amended ordinance. Funds may be generated by civil fines assessed and collected, or liens placed by the County for non-compliance with County regulations.

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

The specific inclusion of a Stop Work Order authority is to minimize our legal exposure and is consistent with the County's philosophy of seeking voluntary compliance as a first option.

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

March 21, 2007: Notice of proposed enforcement code amendment sent to the Oregon Department of Land Conservation and Development. The Department had no official concerns or recommendations.

April 2, 2007: First review of proposed enforcement code amendments by the Planning Commission.

May 7, 2007: The Planning Commission held a Public Hearing and received a comment on the proposed enforcement code amendments. During this meeting the Planning Commission adopted a Resolution to recommend the Board of County Commissioners adopt the proposed enforcement code amendments.

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:



Date: 06/27/07

**BEFORE THE PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. PC 07-001**

Recommend to the Board of County Commissioners the adoption of an ordinance amending Multnomah County Code (MCC) Chapter 37.0915 Violations, MCC 37.0930 Enforcement Levels, MCC 37.0945 Emergency Enforcement, MCC 37.0950 Failure to Appeal and MCC 37.0955 Appeal, and adding a separate section for a Stop Work Order enforcement level.

**The Planning Commission Finds:**

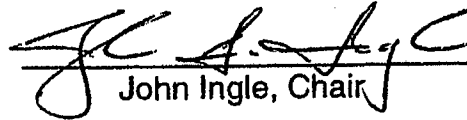
- a. The Planning Commission is authorized by Multnomah County Code 33.0140 and by ORS 215.110 to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan.
- b. Code provisions should be periodically reviewed and updated. As part of that effort, the Planning Commission sees a need to revise and clarify the code enforcement provisions to guide the operation of the Code Compliance Program.
- c. The Multnomah County Road Rules should be specifically included within the enforcement authority of the Code Compliance Program to assist with enforcement of those rules.
- d. Specific authority for a Stop Work Order process is needed for emergency enforcement and provides the County with an additional enforcement tool short of proceeding to the court system to obtain a restraining order or injunction to secure compliance with our county code. This is consistent with the County's policy of seeking voluntary compliance as a first option.
- e. The Planning Commission is recommending that the language in MCC 32.0950 and MCC 37.0955 be revised in the following manner: 1) clarify procedures, 2) remove the option for a Hearings Officer to issue an oral Order and requires that an Order be in written form, 3) includes the option to order reimbursement to the County of all costs associated with County abatement of a violation, and 4) removes the requirement to notify surrounding property owners of an appeal of a Notice of Violation issued for a specific property since it is not a land use decision.
- f. No regulations are being proposed that further restrict the use of property and no mailed notice to individual property owners is required ("Ballot Measure 56" notice).
- g. Notice of the Planning Commission hearing was published in the "Oregonian" newspaper and on the Land Use Program web site. The Planning Commission held a public hearing on May 7, 2007, where all interested persons were given an opportunity to appear and be heard.

**The Planning Commission Resolves that:**

The proposed Ordinance amending MCC Chapter 37.0915 Violations, MCC 37.0930 Enforcement Levels, MCC 37.0945 Emergency Enforcement, MCC 37.0950 Failure to Appeal and MCC 37.0955 Appeal, and adding a separate section for a Stop Work Order enforcement level, is hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 7th day of May, 2007.

PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
John Ingle, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement

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

**The Multnomah County Board of Commissioners Finds:**

- a. The proposed revisions to the code compliance provisions of Multnomah County Code Administrative Chapter 37 would:
  - (1) Improve the consistency of the code language related to enforcement of transportation regulations;
  - (2) Clarify enforcement of regulations and County issued permits through a Stop Work Order process;
  - (3) Clarify the Hearings Officer authority to order corrective actions for a Notice of Violation not appealed; and to order reimbursement for costs expended by the County to remediate a violation; and
  - (4) Delete the requirement to provide a Notice of Hearing to surrounding properties when a Notice of Violation is appealed.
- b. The proposed code revisions are in the best interests of the County.

**Multnomah County Ordains as follows:**

**Section 1.     § 37.0915 is amended as follows:**

**37.0915 Violations**

Any use of land, land division, ~~or~~ adjustment to property boundaries, work within a County right-of-way, or other activity by a person in violation of any provision of:

(A) MCC Chapters 33, 34, 35, 36 and 38; §§ 29.001 through 29.365 and 29.500 through 29.630; Multnomah eCounty Road Rules or the terms and conditions of any permit issued under those code provisions; or

(B) Any statute adopted by the Oregon Legislature and those land use planning goals and rules of the Land Conservation and Development Commission (LCDC) that apply directly to the County through ORS 197.646

may be subject to enforcement and fines as provided in this subchapter.

**Section 2.**      § 37.0930 is amended as follows:

**37.0930 Enforcement Levels**

The levels of enforcement are:

- (A) Voluntary compliance;
- (B) Stop Work Order;
- (B) Correction Notice;
- (C) Notice of Violation and fine;
- (D) Petition for injunction and other remedies in state court.

**Section 3.**      § 37.0945 is amended as follows:

**37.0945 Emergency Enforcement**

If the CCS determines that the violation presents an immediate danger to the public health, safety, welfare of persons or property; or substantial if there is any evidence of environmental harm to the environment including but not limited to, any discharge of pollutants to waters of the state that cause or contribute to a violation of applicable water quality standards, the CCS may require immediate remedial action, and/or may issue a Stop Work Order. If the CCS is unable to serve a Notice of Violation on the respondent and property owner, if different, or, if after such service, the respondent or property owner refuses or are is unable to remedy the violation, the CCS may proceed to remedy the violation by any means available under law, and the County shall be entitled to recover its actual costs of remediation, its reasonable administrative costs, and as well as its attorney fees and costs for its enforcement actions, including appeals.

**Section 4.**      § 37.0946 is added as follows:

**37.0946 Stop Work Orders**

A Stop Work Order may be issued whenever the code enforcement staff or other Department of Community Services staff has determined that non-permitted construction and/or land use is occurring on property or within any County right-of-way, or has determined that construction and/or land use is occurring not in compliance with any land use or building permit issued for a property or a transportation permit within a County right of way. Failure to comply with a Stop Work Order may result in a Notice of Violation.

**Section 5.**      § 37.0950 is amended as follows:

**37.0950 Failure to Appeal**

If the respondent or property owner does not file a written appeal of the violation within 14 days of the date when the Notice of Violation is served or mailed, the CCS shall forward the Notice of Violation to the Compliance Hearings Officer for review and issuance of a final order ~~imposing the fine assessed in the Notice and any administrative fees and costs.~~



(A) If the Hearings Officer affirms the violation, the Hearings Officer shall set a time within which the responsible party must comply. The order may require such person to do any of the following:

(1) Obtain any and all necessary permits, inspections and approvals;

(2) Install any equipment necessary to achieve compliance;

(3) Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;

(4) Reimburse the County for actual costs of remediation, its reasonable administrative costs, as well as its attorney fees and costs for its enforcement actions, including appeals;

(5) Pay a civil fine for the violation and any fees and costs to the County;

(6) Pay a reduced fine;

(7) Undertake any other action reasonably necessary to remedy the violation.

(B) The Hearing Officer's order shall be in writing and may be accompanied by an opinion.

**Section 6.**      **§ 37.0955 is amended as follows:**

### **37.0955 Appeal**

#### **(A) Persons Authorized to Appeal Notice of Violation**

(1) The Notice of Violation may be appealed by the respondent, property-owner of the subject property, the property owner's representative or other person who has been included as part of the Notice of Violation.

(2) A representative of the property owner must have documentation demonstrating that they are he/she is an authorized agent of the property owner.

#### **(B) Notice of Hearing**

(1) The notice shall contain the time, date, and place of the hearing. A copy of the Notice of Violation and a description of the appeal process and associated rights shall be attached to the notice.

(2) Notice shall be served on the respondent and property owner, if different, by personal service or certified mailed, return receipt requested at least 15 days prior to the hearing date. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail. Notice will also be provided to surrounding properties within 750 feet of the subject property; complainant if known and other known interested parties who have made a written request for notice. Written notice includes email and faxes in addition to surface mail or hand-delivered documents.

(3) Failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this subchapter.

(C) Appeal Hearing

(1) Hearings to determine whether a violation has occurred shall be held before the Hearings Officer. The County must prove the violation alleged by a preponderance of the evidence.

(2) The Hearings Officer shall set a time within which the respondent must comply. ~~order a person found in violation to comply within such time as the Compliance Hearings Officer may by order allow.~~ The order may require ~~such person~~ the respondent to do any of the following:

- (a) Obtain any and all necessary permits, inspections and approvals;
- (b) Install any equipment necessary to achieve compliance;
- (c) Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;
- (d) Reimburse the County for actual costs of remediation, its reasonable administrative costs, as well as its attorney fees and costs for its incurred in conjunction with the enforcement actions, including appeals;
- (e) Pay a civil fine for the violation and any fees and costs to the County;
- (f) Pay a reduced fine;
- (g) Undertake any other action reasonably necessary to ~~correct~~ remedy the violation.

(3) The Hearing Officer's order shall be in writing or stated in the record and may be accompanied by an opinion.

FIRST READING:

July 12, 2007

SECOND READING AND ADOPTION:

July 26, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services

**BOGSTAD Deborah L**

---

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, July 10, 2007 5:11 PM  
**To:** Jeff COGEN; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Ted WHEELER  
**Cc:** GRIMMETT Michael V; Barbara WILLER; David MARTINEZ; Kristen WEST; Marissa MADRIGAL; Matt LIEUALLEN; Tara BOWEN-BIGGS  
**Subject:** Amendment to R-8 on July 12

***Commissioners, at the request of the Division and upon County Attorney review, would you please make the following motion for R-8, the First Reading of a Proposed ORDINANCE Amending Multnomah County Code Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement?***

**COMMISSIONER \_\_\_\_\_ MOVES  
 COMMISSIONER \_\_\_\_\_ SECONDS  
 APPROVAL OF THE FIRST READING OF PROPOSED  
 ORDINANCE WITH THE ADDITION OF SECTION 7, AS  
 FOLLOWS:**

**Section 7.** The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

**MICHAEL GRIMMETT EXPLANATION, RESPONSE TO QUESTIONS**

**OPPORTUNITY FOR PUBLIC TESTIMONY**

**OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED \_\_\_\_?**

**THE MOTION FAILS**

**OR**

**THE FIRST READING IS APPROVED, AS AMENDED.  
 THE SECOND READING IS THURSDAY, JULY 26, 2007**

**Thank you!**

**Deb Bogstad, Board Clerk  
Multnomah County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, Oregon 97214-3587  
(503) 988-3277 phone  
(503) 988-3013 fax  
deborah.l.bogstad@co.multnomah.or.us  
<http://www.co.multnomah.or.us/cc/index.shtml>**

7/11/2007

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement

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

**The Multnomah County Board of Commissioners Finds:**

a. The proposed revisions to the code compliance provisions of Multnomah County Code Administrative Chapter 37 would:

- (1) Improve the consistency of the code language related to enforcement of transportation regulations;
- (2) Clarify enforcement of regulations and County issued permits through a Stop Work Order process;
- (3) Clarify the Hearings Officer authority to order corrective actions for a Notice of Violation not appealed; and to order reimbursement for costs expended by the County to remediate a violation; and
- (4) Delete the requirement to provide a Notice of Hearing to surrounding properties when a Notice of Violation is appealed.

b. The proposed code revisions are in the best interests of the County.

**Multnomah County Ordains as follows:**

**Section 1.      § 37.0915 is amended as follows:**

**37.0915 Violations**

Any use of land, land division, ~~or~~ adjustment to property boundaries, work within a County right-of-way, or other activity by a person in violation of any provision of:

(A) MCC Chapters 33, 34, 35, 36 and 38; §§ 29.001 through 29.365 and 29.500 through 29.630; Multnomah eCounty Road Rules or the terms and conditions of any permit issued under those code provisions; or

(B) Any statute adopted by the Oregon Legislature and those land use planning goals and rules of the Land Conservation and Development Commission (LCDC) that apply directly to the County through ORS 197.646

may be subject to enforcement and fines as provided in this subchapter.

**Section 2.      § 37.0930 is amended as follows:**

**37.0930 Enforcement Levels**

The levels of enforcement are:

(A) Voluntary compliance;

(B) Stop Work Order;

(BC) Correction Notice;

(ED) Notice of Violation and fine;

(DE) Petition for injunction and other remedies in state court.

**Section 3.**      § 37.0945 is amended as follows:

**37.0945 Emergency Enforcement**

If the CCS determines that the violation presents an immediate danger to the public health, safety, welfare of persons or property; or substantial if there is any evidence of environmental harm to the environment including but not limited to, any discharge of pollutants to waters of the state that cause or contribute to a violation of applicable water quality standards, the CCS may require immediate remedial action, and/or may issue a Stop Work Order. If the CCS is unable to serve a Notice of Violation on the respondent and property owner, if different, or, if after such service, the respondent or property owner refuses or areis unable to remedy the violation, the CCS may proceed to remedy the violation by any means available under law, and the County shall be entitled to recover its actual costs of remediation, its reasonable administrative costs, andas well as its attorney fees and costs for its enforcement actions, including appeals.

**Section 4.**      § 37.0946 is added as follows:

**37.0946 Stop Work Orders**

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**Section 5.**      § 37.0950 is amended as follows:

**37.0950 Failure to Appeal**

If the respondent or property owner does not file a written appeal of the violation within 14 days of the date when the Notice of Violation is served or mailed, the CCS shall forward the Notice of Violation to the Compliance Hearings Officer for review and issuance of a final order ~~imposing the fine assessed in the Notice and any administrative fees and costs.~~

(A) If the Hearings Officer affirms the violation, the Hearings Officer shall set a time within which the responsible party must comply. The order may require such person to do any of the following:

(1) Obtain any and all necessary permits, inspections and approvals;

(2) Install any equipment necessary to achieve compliance;

(3) Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;

(4) Reimburse the County for actual costs of remediation, its reasonable administrative costs, as well as its attorney fees and costs for its enforcement actions, including appeals;

(5) Pay a civil fine for the violation and any fees and costs to the County;

(6) Pay a reduced fine;

(7) Undertake any other action reasonably necessary to remedy the violation.

(B) The Hearing Officer's order shall be in writing and may be accompanied by an opinion.

**Section 6.      § 37.0955 is amended as follows:**

**37.0955 Appeal**

**(A) Persons Authorized to Appeal Notice of Violation**

(1) The Notice of Violation may be appealed by the respondent, ~~property owner of the subject property~~, the property owner's representative or other person who has been included as part of the Notice of Violation.

(2) A representative of the property owner must have documentation demonstrating that they ~~are~~he/she is an authorized agent of the property owner.

**(B) Notice of Hearing**

(1) The notice shall contain the time, date, and place of the hearing. A copy of the Notice of Violation and a description of the appeal process and associated rights shall be attached to the notice.

(2) Notice shall be served on the respondent and property owner, if different, by personal service or certified mailed, return receipt requested at least 15 days prior to the hearing date. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail. Notice will also be provided to ~~surrounding properties within 750 feet of the subject property~~, complainant if known and other known interested parties who have made a written request for notice. Written notice includes email and faxes in addition to surface mail or hand-delivered documents.

(3) Failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this subchapter.

**(C) Appeal Hearing**

(1) Hearings to determine whether a violation has occurred shall be held before the Hearings Officer. The County must prove the violation alleged by a preponderance of the evidence.

(2) The Hearings Officer shall set a time within which the respondent must comply. ~~order a person found in violation to comply within such time as the Compliance Hearings Officer may by order allow.~~ The order may require such person~~the respondent~~ to do any of the following:

(a) Obtain any and all necessary permits, inspections and approvals;

- (b) Install any equipment necessary to achieve compliance;
  - (c) Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;
  - (d) Reimburse the County for actual costs of remediation, its reasonable administrative costs, as well as its attorney fees and costs for its incurred in conjunction with the enforcement actions, including appeals;
  - (e) Pay a civil fine for the violation and any fees and costs to the County;
  - (f) Pay a reduced fine;
  - (g) Undertake any other action reasonably necessary to ~~correct~~ remedy the violation.
- (3) The Hearing Officer's order shall be in writing or stated in the record and may be accompanied by an opinion.

**Section 7.** The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING:

July 12, 2007

SECOND READING AND ADOPTION:

July 26, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services



**BOGSTAD Deborah L**

---

**From:** FARMER Stuart L  
**Sent:** Tuesday, July 10, 2007 3:23 PM  
**To:** MARTINEZ David  
**Cc:** DUFFY Sandra N; BOGSTAD Deborah L  
**Subject:** FW: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

David, one critical piece was overlooked at Board staff pertaining to this Code Enforcement Ordinance. I need a Commissioner to move this amendment to add the language found in the new Section 7 and had suggested that staff solicit Board Staff for a volunteer. Seeing that didn't happen; could I impose on Maria to make this motion for me? The additional language is captured below.

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

**From:** DUFFY Sandra N  
**Sent:** Tuesday, July 10, 2007 2:31 PM  
**To:** BOGSTAD Deborah L  
**Cc:** DUFFY Sandra N  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

*Deb:*

*Okay. We WILL need a motion for an amendment to add Section 7 to the Ordinance.*

*Michael will do the staff report and I will follow up with an explanation that we need to add section 7 because code revisions affecting the National Scenic Area must be approved by the Gorge Commission and the Secretary before they are effective.*

*Sandy*

Sandra N. Duffy  
Assistant County Attorney  
Multnomah County

---

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, July 10, 2007 12:46 PM  
**To:** DUFFY Sandra N  
**Subject:** FW: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance  
**Importance:** High

Sandy since the R-8 ordinance was submitted to the Board and posted on the web without the following language:

Section 7. The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge commission. Amendments to Special Management Areas shall be effective upon

acknowledgement by the United States Secretary of Agriculture.

I'm thinking the Board should move and approve this additional language and an amended ordinance title just to keep things on the straight and narrow. The posted title is Amending MCC Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement and now there is language regarding the effective date of amendments to Chapter 38? Is this supposed to be added to the R-7 ordinance? Amending MCC Chapters 11.15, 11.45, 33, 34, 35, 36, 37 and 38 to Add Criteria for Replatting and Consolidating Lots and Parcels What say you? Thanks!!

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**deborah.l.bogstad@co.multnomah.or.us**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

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

**From:** FARMER Stuart L  
**Sent:** Monday, July 09, 2007 11:08 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

Deb, LUP is amending their ordinance that is being heard on 12<sup>th</sup>. Michael is briefing Board staff today and will ask for a Commissioner to move the amendment at the meeting. When I know who it is I will let you know. Here is the revised ordinance to include the proposed language per Sandy Duffy.

I will get back to you as soon as I can.

Thanks.

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

**From:** DUFFY Sandra N  
**Sent:** Monday, July 09, 2007 10:48 AM  
**To:** GRIMMETT Michael V  
**Cc:** SCHILLING Karen C  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

*This looks fine. Let's go ahead and do it ahead of the Board meeting. At the Board meeting, while doing your staff report, you should tell the Board that the version of the Ordinance that was in the packet for the public did not contain that language for the approval by Gorge Commission and US Secretary of Agriculture.*

Sandy

Sandra N. Duffy  
Assistant County Attorney  
Multnomah County

---

**From:** GRIMMETT Michael V  
**Sent:** Monday, July 09, 2007 10:32 AM  
**To:** DUFFY Sandra N  
**Cc:** SCHILLING Karen C  
**Subject:** Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance  
**Importance:** High

Sandy,

I added in the language for the approval by Gorge Commission and US Secretary of Agriculture, which is on the last page as Section 7.

Stuart advised he thought an option is to have this language included in the ordinance before the Board has the first Hearing on Thursday. Your office would need to review and approve it, then he could submit the revised version to Deb. B. for posting and circulating to the Board.

If we go this route, I could advise Board staff this afternoon of the inclusion, and we do not have to arrange for an amendment on Thursday.

Otherwise, we would need to arrange to have a Commissioner made a motion to include this language during the first hearing.

What do you think?

Thanks -

Michael Grimmert  
Code Compliance Specialist  
Land Use and Transportation Program  
Department of Community Services  
Multnomah County  
Portland, Oregon  
(503) 988-5050 ext. 29604  
FAX: (503) 988-3389

7/10/2007

**BOGSTAD Deborah L**

---

**From:** DUFFY Sandra N  
**Sent:** Tuesday, July 10, 2007 2:31 PM  
**To:** BOGSTAD Deborah L  
**Cc:** DUFFY Sandra N  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

*Deb:*

*Okay. We WILL need a motion for an amendment to add Section 7 to the Ordinance. However, we will NOT need to amend the ordinance title because NOTHING will be amended in Chapter 38. Chapter 38 has a cross reference to Chapter 37 for code enforcement. That will not change.*

*Michael will do the staff report and I will follow up with an explanation that we need to add section 7 because code revisions affecting the National Scenic Area must be approved by the Gorge Commission and the Secretary before they are effective.*

*Sandy*

Sandra N. Duffy  
Assistant County Attorney  
Multnomah County

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**Sent:** Tuesday, July 10, 2007 12:46 PM  
**To:** DUFFY Sandra N  
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7/10/2007

**Deb Bogstad, Board Clerk**  
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**501 SE Hawthorne Boulevard, Suite 600**  
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**deborah.l.bogstad@co.multnomah.or.us**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

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

**From:** FARMER Stuart L  
**Sent:** Tuesday, July 10, 2007 12:20 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

I believe so; Sandy doesn't believe that we need an amendment to add this new section because it isn't part of the code but rather our procedure. See Sandy's comments:

*This looks fine. Let's go ahead and do it ahead of the Board meeting. At the Board meeting, while doing your staff report, you should tell the Board that the version of the Ordinance that was in the packet for the public did not contain that language for the approval by Gorge Commission and US Secretary of Agriculture.*

Sandy  
Sandra N. Duffy  
Assistant County Attorney  
Multnomah County

I hope I got that right.

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

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, July 10, 2007 11:47 AM  
**To:** FARMER Stuart L  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

I hate my life. Did Board Staff go along with the revised ordinance in it's meeting yesterday? I'd already distributed copies to the Board and posted it on the web and made copies for the Boardroom. Aaaaaaaargggggghhh! Oh well. Thanks for the heads up. I have to tweak the formatting of the substitute ordinance get everything on the signature page.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
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**deborah.l.bogstad@co.multnomah.or.us**  
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7/10/2007

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**Sent:** Monday, July 09, 2007 11:08 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

Deb, LUP is amending their ordinance that is being heard on 12<sup>th</sup>. Michael is briefing Board staff today and will ask for a commissioner to move the amendment at the meeting. When I know who it is I will let you know. Here is the revised ordinance to include the proposed language per Sandy Duffy.

I will get back to you as soon as I can.

Thanks.

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

**From:** GRIMMETT Michael V  
**Sent:** Monday, July 09, 2007 11:03 AM  
**To:** FARMER Stuart L  
**Subject:** FW: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

Stuart,

Can you forward this to Deb as you proposed earlier today?

See below for Sandy's' concurrence.

Thank you for the suggestion on this.

Michael Grimm  
Code Compliance Specialist  
Land Use and Transportation Program  
Department of Community Services  
Multnomah County  
Portland, Oregon  
(503) 988-5050 ext. 29604  
FAX: (503) 988-3389

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

**From:** GRIMMETT Michael V  
**Sent:** Monday, July 09, 2007 10:56 AM  
**To:** DUFFY Sandra N  
**Cc:** SCHILLING Karen C  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

Great. Will do.

Thanks.

Michael Grimm  
Code Compliance Specialist  
Land Use and Transportation Program  
Department of Community Services  
Multnomah County  
Portland, Oregon  
(503) 988-5050 ext. 29604  
FAX: (503) 988-3389

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

**From:** DUFFY Sandra N

7/10/2007

**Sent:** Monday, July 09, 2007 10:48 AM  
**To:** GRIMMETT Michael V  
**Cc:** SCHILLING Karen C  
**Subject:** RE: Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance

*This looks fine. Let's go ahead and do it ahead of the Board meeting. At the Board meeting, while doing your staff report, you should tell the Board that the version of the Ordinance that was in the packet for the public did not contain that language for the approval by Gorge Commission and US Secretary of Agriculture.*

Sandy

Sandra N. Duffy  
Assistant County Attorney  
Multnomah County

---

**From:** GRIMMETT Michael V  
**Sent:** Monday, July 09, 2007 10:32 AM  
**To:** DUFFY Sandra N  
**Cc:** SCHILLING Karen C  
**Subject:** Adding Chapter 38 effective date to Enforcement Code Amendment Ordinance  
**Importance:** High

Sandy,

I added in the language for the approval by Gorge Commission and US Secretary of Agriculture, which is on the last page as Section 7.

Stuart advised he thought an option is to have this language included in the ordinance before the Board has the first Hearing on Thursday. Your office would need to review and approve it, then he could submit the revised version to Deb. B. for posting and circulating to the Board.

If we go this route, I could advise Board staff this afternoon of the inclusion, and we do not have to arrange for an amendment on Thursday.

Otherwise, we would need to arrange to have a Commissioner made a motion to include this language during the first hearing.

What do you think?

Thanks -

Michael Grimmert  
Code Compliance Specialist  
Land Use and Transportation Program  
Department of Community Services  
Multnomah County  
Portland, Oregon

7/10/2007

(503) 988-5050 ext. 29604  
FAX: (503) 988-3389



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

---

Please complete this form and return to the Board Clerk

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

MEETING DATE: 12 July 07

SUBJECT: NOTICE OF APPEAL OF VIOLATION TO SURROUNDING  
PROP. OWNERS

AGENDA NUMBER OR TOPIC: R-8

FOR: \_\_\_\_\_ AGAINST: X THE ABOVE AGENDA ITEM (item 4)  
only

NAME: BOB LEIPPER

ADDRESS: PO BOX 94

CITY/STATE/ZIP: ~~OR 97~~ TROUTDALE, OR 97060

PHONE: DAYS: 503-695-5276

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: R-8, item #4

WRITTEN TESTIMONY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

July 12, 2007  
Amendments

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapter 37, Administration and Procedures, Relating to Land Use Code Enforcement

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

**The Multnomah County Board of Commissioners Finds:**

a. The proposed revisions to the code compliance provisions of Multnomah County Code Administrative Chapter 37 would:

- (1) Improve the consistency of the code language related to enforcement of transportation regulations;
- (2) Clarify enforcement of regulations and County issued permits through a Stop Work Order process;
- (3) Clarify the Hearings Officer authority to order corrective actions for a Notice of Violation not appealed; and to order reimbursement for costs expended by the County to remediate a violation; and
- (4) Delete the requirement to provide a Notice of Hearing to surrounding properties when a Notice of Violation is appealed.

b. The proposed code revisions are in the best interests of the County.

**Multnomah County Ordains as follows:**

**Section 1. § 37.0915 is amended as follows:**

**37.0915 Violations**

Any use of land, land division, ~~or~~ adjustment to property boundaries, work within a County right-of-way, or other activity by a person in violation of any provision of:

(A) MCC Chapters 33, 34, 35, 36 and 38; §§ 29.001 through 29.365 and 29.500 through 29.630; Multnomah eCounty Road Rules or the terms and conditions of any permit issued under those code provisions; or

(B) Any statute adopted by the Oregon Legislature and those land use planning goals and rules of the Land Conservation and Development Commission (LCDC) that apply directly to the County through ORS 197.646

may be subject to enforcement and fines as provided in this subchapter.

**Section 2. § 37.0930 is amended as follows:**

**37.0930 Enforcement Levels**

The levels of enforcement are:

(A) Voluntary compliance;

(B) Stop Work Order;

(BC) Correction Notice;

(ED) Notice of Violation and fine;

(DE) Petition for injunction and other remedies in state court.

**Section 3.**      § 37.0945 is amended as follows:

**37.0945 Emergency Enforcement**

If the CCS determines that the violation presents an immediate danger to the public health, safety, welfare of persons or property; or substantial if there is any evidence of environmental harm to the environment including but not limited to, any discharge of pollutants to waters of the state that cause or contribute to a violation of applicable water quality standards, the CCS may require immediate remedial action, and/or may issue a Stop Work Order. If the CCS is unable to serve a Notice of Violation on the respondent and property owner, if different, or, if after such service, the respondent or property owner refuses or areis unable to remedy the violation, the CCS may proceed to remedy the violation by any means available under law, and the County shall be entitled to recover its actual costs of remediation, its reasonable administrative costs, andas well as its attorney fees and costs for its enforcement actions, including appeals.

**Section 4.**      § 37.0946 is added as follows:

**37.0946 Stop Work Orders**

A Stop Work Order may be issued whenever the code enforcement staff or other Department of Community Services staff has determined that non-permitted construction and/or land use is occurring on property or within any County right-of-way, or has determined that construction and/or land use is occurring not in compliance with any land use or building permit issued for a property or a transportation permit within a County right of way. Failure to comply with a Stop Work Order may result in a Notice of Violation.

**Section 5.**      § 37.0950 is amended as follows:

**37.0950 Failure to Appeal**

If the respondent or property owner does not file a written appeal of the violation within 14 days of the date when the Notice of Violation is served or mailed, the CCS shall forward the Notice of Violation to the Compliance Hearings Officer for review and issuance of a final order imposing the fine assessed in the Notice and any administrative fees and costs.

(A) If the Hearings Officer affirms the violation, the Hearings Officer shall set a time within which the responsible party must comply. The order may require such person to do any of the following:

(1) Obtain any and all necessary permits, inspections and approvals;

(2) Install any equipment necessary to achieve compliance;

(3) Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;

(4) Reimburse the County for actual costs of remediation, its reasonable administrative costs, as well as its attorney fees and costs for its enforcement actions, including appeals;

(5) Pay a civil fine for the violation and any fees and costs to the County;

(6) Pay a reduced fine;

(7) Undertake any other action reasonably necessary to remedy the violation.

(B) The Hearing Officer's order shall be in writing and may be accompanied by an opinion.

**Section 6.**      **§ 37.0955 is amended as follows:**

**37.0955 Appeal**

**(A) Persons Authorized to Appeal Notice of Violation**

(1) The Notice of Violation may be appealed by the respondent, property owner of the subject property, the property owner's representative or other person who has been included as part of the Notice of Violation.

(2) A representative of the property owner must have documentation demonstrating that they are/he/she is an authorized agent of the property owner.

**(B) Notice of Hearing**

(1) The notice shall contain the time, date, and place of the hearing. A copy of the Notice of Violation and a description of the appeal process and associated rights shall be attached to the notice.

(2) Notice shall be served on the respondent and property owner, if different, by personal service or certified mailed, return receipt requested at least 15 days prior to the hearing date. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail. Notice will also be provided to surrounding properties within 750 feet of the subject property, complainant if known and other known interested parties who have made a written request for notice. Written notice includes email and faxes in addition to surface mail or hand-delivered documents.

(3) Failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this subchapter.

**(C) Appeal Hearing**

(1) Hearings to determine whether a violation has occurred shall be held before the Hearings Officer. The County must prove the violation alleged by a preponderance of the evidence.

(2) The Hearings Officer shall set a time within which the respondent must comply. ~~order a person found in violation to comply within such time as the Compliance Hearings Officer may by order allow.~~ The order may require such person the respondent to do any of the following:

(a) Obtain any and all necessary permits, inspections and approvals;

(b) Install any equipment necessary to achieve compliance;

(c) Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;

(d) Reimburse the County for actual costs of remediation, its reasonable administrative costs, as well as its attorney fees and costs for its incurred in conjunction with the enforcement actions, including appeals;

(e) Pay a civil fine for the violation and any fees and costs to the County;

(f) Pay a reduced fine;

(g) Undertake any other action reasonably necessary to ~~correct~~ remedy the violation.

(3) The Hearing Officer's order shall be in writing or stated in the record and may be accompanied by an opinion.

**Section 7.** The effective date of the amendments to Chapter 38 Columbia River Gorge National Scenic Area, General Management Areas shall be the date they are approved by the Bi-State Gorge commission. Amendments to Special Management Areas shall be effective upon acknowledgement by the United States Secretary of Agriculture.

FIRST READING:

July 12, 2007

SECOND READING AND ADOPTION:

July 26, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-9  
Est. Start Time: 10:15 AM  
Date Submitted: 07/05/07

Agenda Title: Elections Audit

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 30 Minutes  
Department: Non Departmental Division: Auditors Office  
Contact(s): Judy Rosenberger  
Phone: 503 988-3320 Ext. 83320 I/O Address: 503/601  
Presenter(s): LaVonne Griffin-Valade, Sarah Landis

### General Information

1. What action are you requesting from the Board?  
Board Briefing
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.  
The Auditor's Office has completed an audit of the Elections Office, a division within the Department of Community services. The audit was based on observation of the November 2006 General Election. Its objective was to determine whether Elections has the proper controls in place to ensure that elections are conducted fairly, accurately, and in an efficient manner.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

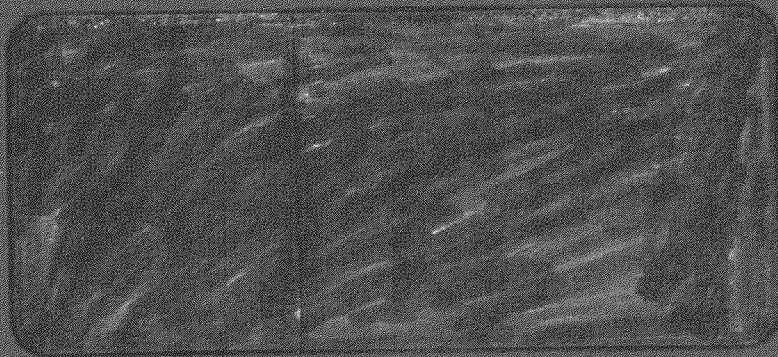
### Required Signature

Elected Official or  
Department/  
Agency Director:

*LaVonne Griffin-Valade*

Date: July 5, 2007



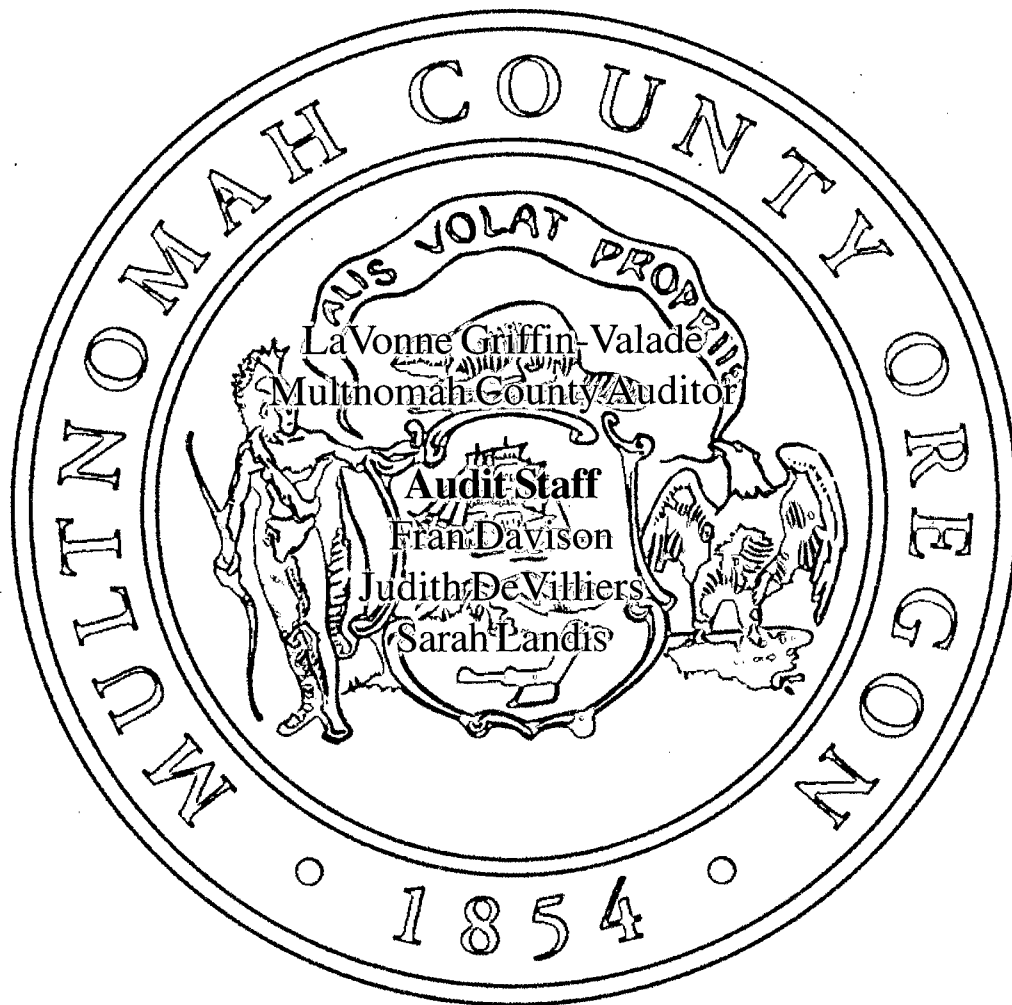


MULTNOMAH COUNTY AUDITOR  
PORTLAND, OREGON

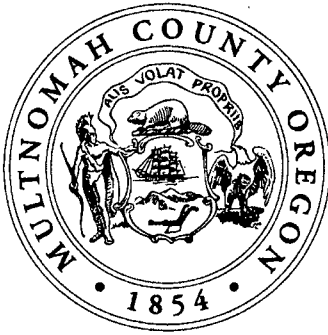
## Elections Audit

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June 2007







# LaVonne Griffin-Valade Multnomah County Auditor

501 SE Hawthorne Room 601

Portland, Oregon 97214

Phone: (503) 988-3320

---

## MEMORANDUM

Date: June 27, 2007

To: Ted Wheeler, Multnomah County Chair  
Maria Rojo de Steffey, Commissioner, District 1  
Jeff Cogen, Commissioner, District 2  
Lisa Naito, Commissioner, District 3  
Lonnie Roberts, Commissioner, District 4

From: LaVonne Griffin-Valade, County Auditor

Subject: Elections Office Audit

The attached report covers our audit of the Multnomah County Elections Office, a division of the Department of Community Services. This audit focused on observation of the November 2006 General Election. The objective of the audit was to determine whether the Elections Office has the controls in place to ensure an accurate, fair, and efficient election.

We found that Elections Office employees are dedicated and hardworking and that they successfully managed the many complex processes involved in preparing for and carrying out an election. While we did identify some areas for improvement, it is our overarching conclusion that Multnomah County voters can be confident that the Elections Office conducts elections fairly and accurately.

The Elections Office was extraordinarily responsive to any concerns we raised during the audit and has already implemented or taken steps to implement a number of the recommendations we put forward. We were also impressed with openness of Elections Office staff and the accommodation shown to us throughout the busy General Election season.

We will conduct a formal follow-up of this audit during the 2008 General Election to determine the progress made in implementing recommendations.

We would like to acknowledge and thank the management and staff of the Elections Office and the Department of Community Services for the cooperation and assistance extended to us during the audit.

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# Introduction

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## Audit Summary

The primary conclusion of this audit is that the Multnomah County Elections Office (Elections) administers its work effectively and that the public should have confidence in its ability to conduct elections fairly and accurately. Elections must balance three primary and sometimes conflicting purposes in its management of elections: ensuring that elections are secure and accurate, providing convenience and high quality services to voters, and controlling costs. The audit makes recommendations for some shifts in this balance, while also recognizing those areas where Elections is strong. The recommendations also focus on ways to document the practices that are already in place and ensure that the experience and knowledge of staff can be passed on. Elections has already worked to implement a number of the recommendations made in this report.

The objective of the audit was to determine, through observation and testing, whether Elections has the proper controls in place to ensure an accurate, fair, and efficient election. A high quality and transparent system for elections is essential for democracy to thrive and for citizens to have faith in their government. Given the high profile concerns about the accuracy and fairness of elections in the United States in recent years and because of their critical importance, we decided to initiate a performance audit of Elections and closely observe the November 2006 General Election. While we identified some areas for improvement, we found that Elections and its employees conducted the election with honesty and integrity and made strong efforts to ensure that every vote was accurately counted. We were impressed by the ability of Elections to successfully manage all of the complex processes involved in preparing for and conducting an election.

## Background

Elections, a division within Multnomah County's Department of Community Services, provides a vital service to the community in its conduct of all county, state, and federal elections within Multnomah County as well as elections for local races, such as city governments, school boards, special districts, and ballot measures. Oregon has four regularly scheduled elections every year, all of which are vote-by-mail.

Conducting an election is a long, detailed, and heavily regulated process that begins months before its culmination on Election Day. Activities include: registering people to vote and maintaining an accurate voter database; verifying signatures for candidate and initiative petitions; accepting filings for candidates and measures; producing voters' pamphlets; preparing and mailing ballots; managing drop site locations; assisting voters with special needs; processing returned ballots; verifying voter signatures on return ballots; tallying votes; releasing results; and certifying the election.

*Budget and Staffing*

Since the implementation of vote-by-mail in 2000, expenditures on elections have been generally higher during presidential election years. In Fiscal Year 2006 (FY06), the most current year for which complete fiscal information is available, total Elections expenditures were \$2.5 million.\* The Elections Office had outside revenues of \$348,321, just over half of which were from billing other jurisdictions for elections costs. Of the \$2.5 million, 47% was for staffing and approximately 30% was for contract services, materials, and supplies such as ballot printing and postage.

Elections has a budgeted staff of 15 regular, full-time employees plus up to several hundred temporary workers who are employed before and during an election to assist with signature verification, picking up ballots from drop boxes, opening and processing ballots, and assisting voters who need help with marking and casting their ballots. The Elections Director oversees the division and two other managers supervise separate groups of employees. Permanent staffing levels have remained stable over the last 10 years.

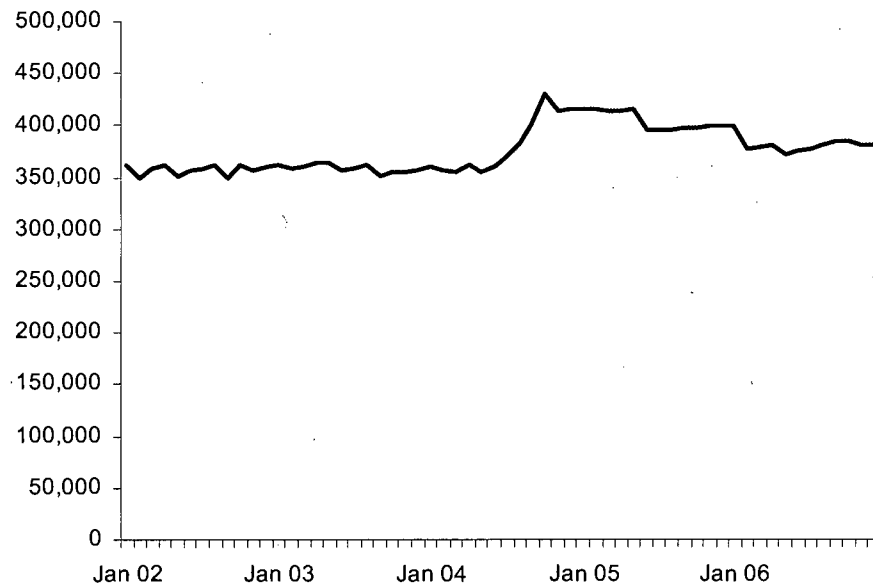
*Trends*

While monthly figures vary, there has been a slight upward trend overall in the number of people registered to vote in Multnomah County over the past five years: the average annual number of registered voters was 6.5% greater in 2006 than in 2002. The increase in voter registration numbers in mid-to-late 2004 shown in the following chart coincides with the last presidential election.

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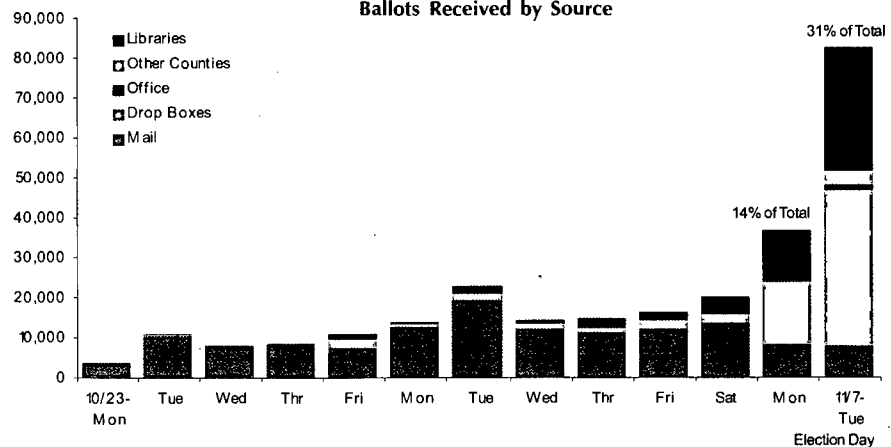
\*FY06 figures do not include expenditures for the November 2006 General Election, the subject of this audit, because it occurred in FY07 (July 2006 – June 2007.)

**Multnomah County  
5-Year Monthly Voter Registration**



Elections' workload varies markedly from election to election, depending on the number of contests and precincts affected. The size of the ballot (number of contests and candidates), voter turn out, and the timing of when voters return their ballots also affect the amount of work Elections must do to prepare and process ballots. As shown in the chart below, for the 2006 General Election, 45% of those ballots returned came in on the day before or day of the election, increasing the amount of processing to be accomplished in a short amount of time.

**Multnomah County  
2006 General Election  
Ballots Received by Source**



## Scope and Methodology

This audit focused on observation of the November 2006 General Election using relevant best practices and Oregon laws and regulations as criteria. We conducted audit work in three primary areas: serving voters, preparing for the election, and counting the votes. We assessed the effectiveness of Elections' current internal controls over its processes, limiting the audit to the elections system in its current state. We did not review alternatives to current state law, equipment, or required procedures, nor did we conduct detailed staffing or cost analyses.

All of the major processes and events of the election were included in our observations. Except for one-time events, we conducted our observations on a number of days and times in order to get a representative view of controls and activities. We also gained information from many formal and impromptu interviews with staff. We observed activities close up and were not restricted to the public areas for regular observers. We are grateful to Elections for allowing us to sit with staff members, closely observe their activities, and ask them questions as they worked. In addition to direct observation, we did research, reviewed documents, and analyzed and tested systems and data for the election. See the Appendix for details.

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

## Additional Reports

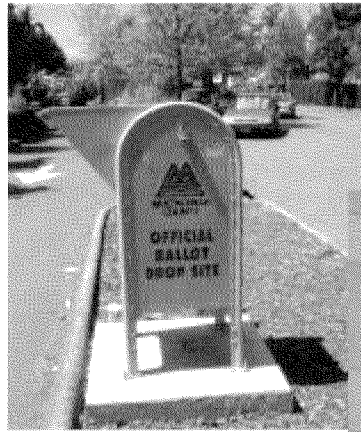
In addition to this general report, we also provided management with a detailed technical audit report. This allowed us to communicate our observations about specific processes to management without the level of explanation and background that would be necessary in a report intended for a general audience. All important findings and recommendations are included in this general report. We also produced two interim reports to management prior to the election covering our early review of tally machine programming and testing, public observation, and building security.

## Audit Results: Serving Voters

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In this Section:

1. Voter Registration
2. Front Counter Assistance
3. Ballot Reception
4. Voter Assistance Team
5. Public Observation



In order to maintain public confidence in the integrity and quality of an election, it is important to make sure voters have a good experience when making contact with the Elections Office. There are a number of situations in which Elections provides direct services to voters, including accepting and processing voter registrations and updates, supplying places for people to vote and drop off their ballots, accommodating those who wish to observe the election process, and providing assistance to those who need help casting their ballots. We found that Elections displayed a commitment to providing high quality voter services.

We observed activities and processes involved in voter registration, ballot reception, voter assistance, front counter service, and opportunities for public observation. While staff were proactive in meeting voters' needs, conscientious about accuracy, and open to observation, we also found that improvements are needed in better matching staffing to workload, providing written guidelines and training for staff, and managing the volume of voters and ballots on Election Day and the day before.

## 1. Voter Registration

Registering to vote requires filling out a registration card and, for those registering for the first time in Oregon, providing identification. Once Elections receives a voter registration card, workers enter the information into the statewide voter registration database (Oregon Central Voter Registration – OCVR) and scan an image of the voter's signature from the card. This work is conducted by permanent Elections staff for most of the year, with assistance from temporary employees as workload increases around election time. Additionally, Elections must accurately maintain Multnomah County's OCVR entries; provide customer service; help voters make arrangement for absentee, overseas, and military ballot reception; and resolve various registration issues as they arise.

*Findings* We observed that voter registration activities were strong and that good customer service was provided. In addition, Elections has effective voter file maintenance practices, including regular mailing of voter notification and confirmation cards to ensure voter information is correct, a process in place to handle problem registrations, and a knowledgeable permanent staff who work to ensure that eligible voters can vote with a minimum of difficulty. We also found a high degree of accuracy in the voter file after conducting a sample test of registered active and inactive voters.

Elections could improve its operations by providing uniform, organized, and easily accessible procedures to workers to guide their voter registration tasks and interactions with voters. This is particularly important during the rush of an election when temporary staffing increases. **See Recommendation I.**

## 2. Front Counter

Voters came in to the Elections Office for a variety of reasons during the election, most frequently to request replacement ballots and clear up registration issues. They also came in to mark their ballots at portable cardboard voting booths arranged along one side of the building or in the space provided upstairs. The front counter in the Elections Office became very busy as Election Day grew nearer.

*Findings* The space available for people to wait in line is small and must be used for multiple purposes: waiting for service, picking up a replacement ballot, voting, checking in through security to gain access to the main office, and other through traffic of those coming and going from the building. Given the physical limitations of the building itself and, in



particular, the small space available in front of the counter for voters to wait in line, we found that Elections did a good job of managing the line and providing service.

Most of the workers performing counter and telephone service during an election are temporary staff who work only during election periods and therefore do not have the benefit of daily experience to guide their interactions with voters. This increases the risk of inconsistency and error. Front counter work is an area that demands a strong knowledge of the subject area, and one in which work processes must frequently adjust to accommodate changes in the workflow. To improve service, we recommend that Elections enhance and organize existing written procedures for front counter and phone workers. Training should also reinforce these procedures. In addition, we recommend cross-training and task rotation to provide better coverage and avoid workers having to spend long hours on their feet. **See Recommendations I and II.**

### 3. Ballot Reception

Voters may return their completed ballots to the Elections Office through the mail, at any official drop box in the state, at the Elections Office, or at any of the 24 drop box containers in Multnomah County, including each library location. For the 2006 General Election, 44% of ballots returned were left at drop sites. Elections has a responsibility to ensure that ballot receptacles are secure and emptied before they become full and that voters experience a minimum of wait and frustration while casting their ballots. Elections must balance these responsibilities with the need to control costs and to ensure that convenience does not compromise the security of ballot drop sites or the safety of workers.

*Findings* We observed that Elections worked to provide adequate and convenient opportunities for voters to return their ballots. With 24 drop boxes, Elections substantially exceeded the minimum state requirement of 13-14 drop boxes by making effective use of County libraries as ballot drop sites. In addition, they worked well with the Library and US Postal Service to ensure a smooth process for collecting ballots throughout the election. This collaboration is ongoing and changes are made to improve services following each election.

Elections staff members picked up the mail from the post office every morning during the election and as needed from the drive-up drop sites and libraries until the weekend before Election Day, when the frequency of pick ups increased. Ballot boxes were locked at their sites and during transport and remained locked until they were delivered to

the Elections Office. This process generally worked well, although written and verbally reinforced procedures for runners would help to ensure consistency of expectations and practice. **See Recommendation I.**

Many Multnomah County voters, like those across the state, waited until the last two days to take their ballots to a drop site. This last minute surge created some problems with a few ballot containers being full. Elections is working to address the problem of full containers by providing back up boxes to libraries and adding a second team of runners to pick up ballot boxes on some routes.

Traffic in front of the Elections Office was frequently congested, particularly on Election Day and the day before. Even with Sheriff's deputies assigned to direct traffic, the intersection was dangerous for pedestrians and the wait to drop off ballots was long. To remedy the situation, we recommend that Elections actively monitor traffic and the work of those providing traffic control; provide explicit written instructions and secure formal agreements about expectations for traffic control and the 8:00 p.m. cut-off for accepting ballots; consider allowing Elections staff to take ballots from people in cars, if they can safely do so; and continue to explore options for installing a ballot drop box on Belmont Street to relieve the congestion that occurs when people must turn onto 11<sup>th</sup> Avenue to drop off their ballots. **See Recommendation VII.**

#### **4. Voter Assistance Team**

The Voter Assistance Team (VAT) is comprised of temporary Elections workers who provide help with voting to the elderly, people with disabilities, and those with language translation needs or other potential barriers to voting. Teams are comprised of two members of different political parties who help voters by reading information from voters' guides, physically marking ballots as directed by the voters, and updating their registrations. Services are provided either in the Elections Office or at a location of the voter's choice.

The VAT began during the 2004 General Election and has grown considerably in size and scope since then. For the 2006 General Election, VAT staff expanded their services to proactively seek out voters who may need assistance at care facilities and hospitals throughout the county. In addition, Elections began a new voter registration project aimed at seniors and people with disabilities, arranging registration drives at libraries, senior centers, and care facilities. Management estimates serving 665 voters under this program. Elections reports that these expanded efforts were a response to Oregon's plan to implement the federal Help America Vote Act of 2002.

For the voting assistance phase, Elections estimated that they served 223 voters in-person during the 2006 General Election, with an additional 325 instances of assistance by phone. They report serving 120 voters in-person during the 2004 General Election. Statistics for phone service in 2004 were not available. Elections reports indicate that this growth in activity led to increased staffing for the VAT, from 12 temporary employees for the 2004 General Election to 32 employees for the 2006 General Election. Comparable records of all expenditures were not available for 2004, although expenditures on wages for the VAT were more than seven times higher for 2006.

*Findings* Elections demonstrated a commitment to ensuring that disability of any kind would not prevent a voter from casting a ballot. They worked to engage community partners, such as Elders in Action, the League of Women Voters, Multnomah County Library, and Loaves and Fishes. Because of their efforts, at least 223 voters who might otherwise have encountered difficulty with voting received assistance. Elections is recognized as a leader in the state for its efforts in this area.

We found that the scale of the assistance portion of the VAT's work was larger than necessary to cover requests for services, resulting in overstaffing and inefficiencies. VAT members who were not out on calls were idle for large portions of the day, in contrast to the otherwise very busy environment in the office. Expenditures on wages for staff that were not needed represent a missed opportunity for savings or for necessary expenditures in other areas of work. We recommend that Elections scale back the size of the VAT team and cross-train team members to fill in on other important elections tasks. **See Recommendations II and VI.**

Additionally, we have concerns about the expansion of the VAT's activities without additional policy direction, planning, and budgeting. Increased activities have the potential to significantly impact Elections' workload without additional funding to offset growing expenditures. We recommend that Elections avoid drawing resources away from other critical areas of elections work by seeking funding and policy direction via a formal program offer or dedicated portion of the base budget request. **See Recommendation VI.**

## 5. Public Observation

The transparency and openness of public elections help ensure that they are fairly and accurately administered. By understanding how elections work and observing the various processes as they occur, interested citizens gain confidence in both the process and the results of the election. Oregon law permits public observation of the "receiving and counting of votes" (ORS 254.482).

*Findings* Elections meets both the letter and the spirit of this law by allowing any interested individual or party to observe operations during an election in specially designated observer areas. During the 2006 General Election, 157 observers came through the office. Beyond merely allowing observers, Elections made concerted efforts to educate the public about their activities and was responsive to information requests. Following our suggestion, Elections has posted information sheets at each observer station to help answer some observers' questions.

While Elections is open to public observation, it must also keep ballots and equipment secure, maintain voter confidentiality, provide a safe and comfortable environment for employees, and keep the overall security of the building intact. Elections employed strong techniques for monitoring observers, limiting their access to specific observer areas, and requiring sign in and a quick security screening. At the same time, Elections accommodated all observers and was responsive to requests for information and a request for additional testing, wherein the printed tally results from each tally machine on Election Day night were compared to the numbers generated by the computer compiler.

We had no formal recommendations for improvement in this area.

## Audit Results: Preparing for the Election

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In this Section:

6. Ballot Preparation
7. Computer Security and Tally Machine Programming and Testing
8. Building Security



The steps involved in preparing for an election are complex and begin long before the election is held. Elections staff must receive all relevant information from candidates and jurisdictions to prepare the voters' pamphlet and create the ballots; program and arrange for printing of ballots; manage a system to serve overseas, absentee, and military voters; program and test vote tallying equipment; prepare a file with all eligible voters who will receive ballots; coordinate the process of addressing, inserting, and mailing ballots; and oversee multiple vendor-provided services. In addition, Elections must ensure that there is adequate physical security for the ballot drop boxes, building, tally machines, and related computer equipment.

We found that Elections does a good job of preparing for elections, particularly in maintaining the integrity of the various processes involved, adhering to timelines, and ensuring accuracy. They also demonstrated a commitment to security and were continuously making adjustments throughout the course of this audit. Improvements in documentation of policies and procedures would reduce the risk of losing critical knowledge and skills, increase consistency, and promote accountability.

## 6. Ballot Preparation

Beginning in the months prior to an election, the Elections Office prepares the physical building, equipment, voter registration database, and ballots for the election. This work must be done accurately and in a timely fashion to ensure that each phase of the election progresses to the next without delays or problems. The cost of an inaccurate ballot or flawed process for preparing and mailing the ballots to voters would be large, both in terms of dollars and public confidence. In addition, Elections must look after the physical security of ballots at each phase and location to ensure the integrity of the election.

*Findings* We found that Elections staff members are knowledgeable, competent, and innovative in their work. In particular, we noted the following strengths:

- Strong quality control processes are employed at the mail house vendor's location where envelopes are addressed, ballots and other pieces of information are inserted into envelopes, and ballots are picked up by the post office for delivery. Elections carefully and thoroughly oversees the work conducted there.
- Preliminary tests of the tally machines prior to public tests were a strong control over ballot programming quality. These tests, which used a test deck of ballots prepared by elections workers, are designed to detect and correct any errors in Elections' programming of the tally machines.

The effectiveness of Election's operations is largely attributable to the knowledge and experience key staff members bring to their work. While this has benefited Elections, it could also prove to be a liability in the event of a vacancy, retirement, or unexpected absence. Elections has cross-trained some staff in important areas, but we believe it should do more to ensure not only that staff are trained to step in, but that there is true skill redundancy. This can be achieved within current staffing levels by identifying the most mission critical functions, i.e. those whose failure would compromise the quality or workflow of an election, and ensuring that there is skill redundancy among staff members. **See**

### **Recommendation II.**

We found that Elections could improve its documentation of the following:

- Best practices recommend clear description of the procedures used to program and issue ballots and define and maintain precinct boundaries in order to ensure transparency and accountability. Documentation of these processes should be included in the policies and procedures manual recommended in various places throughout this audit report. **See Recommendation I.**

- Although the chain of custody of unvoted ballots with vendors is described in various Elections documents, there is no physical audit trail produced. Every time custody of ballots changes hands there should be documentation that the hand off occurred, when, and to whom. **See Recommendation III.**

## 7. Computer Security and Tally Machine Programming and Testing

Security and testing of the ballot tally machines, software, and programming used to count votes are essential to ensuring the accuracy of the election. Prior to an election, candidates' positions on the ballot are programmed into the tally machines. To ensure the accuracy of the programming, each of the tally machines is checked using what is called "logic and accuracy" testing. During this process, Elections creates a test deck by marking ballots for each precinct and race using a predetermined marking pattern. Elections then tallies the test deck and compares the actual results to the expected results to identify any problems with the test deck, equipment, or programming.

Elections conducts an extensive internal test for all machines, precincts, and contests first. After this is complete, three public tests are held: the first occurs a week before the election, the second is on Election Day, and the final test is after the election but before the results are certified. The public tests use a selection of precincts on all machines. The totals for each machine are accumulated and summed using Unity Software on a stand alone computer. This year, Elections also tested the computer that compiles the final results.

*Findings* Elections demonstrated a strong commitment to equipment and procedural security. In particular, we noted that:

- The computer and tally machine are in a secure, locked room with limited access.
- The backup server is also secure.
- All tally equipment (server, computer, and tally machines) is stand-alone.
- The computer's operating system allows for good security and password protection.
- Software and tally machines are certified by the Oregon Secretary of State's Elections Division.

Elections also effectively administered logic and accuracy testing of the tallying equipment. Programming is done in-house, which is a good control over accuracy and security. During public testing, Elections allowed as many observers as was feasible to witness the tests.

Additionally, at the request of an observer, Elections expanded the testing to include a comparison of printed totals from each tally machine to the compiled totals from the computer. Finally, they were responsive to our interim report on tally system programming and implemented several additional controls for this process, such as keeping the sealed public certification results in the custody of someone other than the individual who runs the test.

Elections was also responsive to our recommendation to segregate the duties of programming the tally machines from designing and running the tests. After observing the election, however, we believe that we originally misidentified the control risk. The potential for risk to security lies mainly between programming and design of the tests, rather than between programming and running the tests. To align with best practices, we recommend that Elections create a distinct barrier between the duties of the person responsible for programming and those of the person designing the test deck and giving instructions to the workers marking the test decks. **See Recommendation IV.**

The logic and accuracy testing process could be improved by having a unique number of ballots marked for each position on the ballot.\* Although this could be onerous in contests with a large number of candidates, a marking system that gave each candidate a different number of votes would provide greater assurance about accuracy and added confidence for interested observers in the rigor of the tally machine and computer testing process. We believe that this additional step for the public tests would not entail much additional cost.

## **8. Building Security**

Security of the building in which ballots are stored, processed, and counted is an important part of ensuring that elections are adequately safeguarded from intentional tampering or unintentional mishandling. Security responsibilities range from developing adequate alarm and key systems, to preparing for natural or other disasters, to configuring appropriately secure work areas. There have been no known breaches of building security that could have posed a risk to an election in memory.

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\* In current practice, there is potential for more than one candidate in a given race to receive the same number of votes as another during testing. This does not ensure that each position on the ballot is tested with a unique number of votes cast. For example, the design used for the 2006 General Election was a 1, 2, 1, 2, 1 system for marking ballots. Using this pattern, a contest with five candidates would have three candidates who received one vote each and two candidates who received two votes each (Candidate A received 1 vote, B received 2 votes, C received 1 vote, D received 2 votes, E received 1 vote.)



*Findings* Elections has a number of strong security features in place, including use of a building large enough to accommodate all aspects of processing voted ballots; quick logging in of ballots and verification of signatures; and multiple safeguards such as lock and key systems and alarms. We found Elections staff to be knowledgeable and deliberate about building security, and noted that they were continuously working to improve. We issued an interim report on building security in mid-October 2006. During the election, we followed up on Election's progress on implementing the recommendations from that report and found that they had worked to address our suggestions, including better controls over key card access.

Recent remodeling has increased security considerably with the addition of a key card operated elevator and more electronic door locks. Although there are plans to improve security further, some of these improvements are a few years away and would require additional capital investments by the County. Specifically, the following security-related issues should be addressed:

- The office supply closet is currently located in the back of the room in which the tally machines are located. To reduce the number of people who enter this highly secure area, a separate entrance should be built to the supply closet or the supplies should be moved to another location. **See Recommendation V.**
- While the overall building has good security, the locks and doors on some of the rooms used to process and store ballots are out of date or inadequate for security. To more fully safeguard the ballots, these should be replaced. **See Recommendation V.**

## Audit Results: Counting the Votes

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In this Section:

- 9. Ballot Log-in and Signature Verification
- 10. Ballot Sorting
- 11. Ballot Opening, Inspection, and Duplication
- 12. Vote Tallying



Once ballots are returned to the Elections Office, the process of counting the votes begins. In the typical process, incoming ballots are logged in to the Oregon Central Voter Registration (OCVR) database by scanning the barcode on the outside signature envelope. The signature on each returned envelope is verified to an image of the voter's signature from his or her registration card. Ballots are then sorted by precinct or put into batches, depending on the pace, turnout, and time point in the election. Next, ballots are moved to the basement area to be opened, separated from their signature and secrecy envelopes, and inspected for tally machine readability by election boards. Ballots are then returned upstairs and run through the tally machines. Tally results from each machine are downloaded into a computer that compiles the running totals. Results are posted to the County's website and distributed in the office to interested parties.

There are a number of instances where variations or exceptions to the above process occur, such as when the precinct sort is suspended or ballots are removed to deal with a problem, such as a missing or wrong signature.

The security of ballots and the integrity of the processes used to count the votes are extremely important. Once the ballots are in the Elections Office, logged in, and the signatures verified, they are considered "voted." Seven days before the election, staff begin to separate ballots from their signature and secrecy envelopes so that a ballot can no longer be traced back to its voter. This ensures voter confidentiality. Each step of this work must be conducted carefully, accurately, and in a timely fashion to ensure that activities further along in the process go smoothly and that every ballot is counted. We found that Elections generally manages this process well and has a strong commitment to ensuring that every vote gets counted. We found some room for improvement in handling a large volume of last minute returns, ensuring that elections boards conduct their work as directed, and tracking ballots within the building.

## 9. Ballot Log-In and Signature Verification

Each ballot that is returned to Elections, whether by mail or in a drop box, must be logged in and have the signature on the outer envelope checked against an image of the original signature on the voter's registration card. This step is crucial to ensuring that an election is free of fraud and is an important component of making the vote-by-mail system work.

During the 2006 General Election, over 262,000 ballot return envelopes were logged in to OCVR and verified for a matching signature, creating a master list of returns. Most of this work was conducted by temporary staff. During the process of log-in and signature verification, exceptions such as envelopes with address changes, signatures that did not match the image on file, or that had the wrong signature were identified and set aside for further investigation.

*Findings* Elections has a competent, hard-working, and efficient staff in place for this process, many of whom are temporary workers who return year after year. In particular, we found:

- A high degree of teamwork that helped get large amounts of work done in a short amount of time.
- An experienced and knowledgeable team leader with valuable expertise on handling problem ballots, answering questions, and keeping the workflow moving.
- Effectively cross-trained workers who can perform multiple functions, including signature verification, counter service, data entry of voter registration cards, handling incoming phone calls, running tally machines, and other tasks.

We also found that Elections has effective processes with good controls in place for logging in ballot return envelopes, verifying signatures, and handling exceptions.

However, as the volume of incoming ballots increased in the days immediately preceding the election, work fell behind and was not caught up until a few days after the election. This created a log jam and had a ripple effect throughout the ballot counting process. Staff were very tired by Election Day evening and were many hours away from finishing signature verification, thus increasing the risk for errors associated with fatigue. To remedy this situation, Elections should develop and implement strategies to better manage the volume of last minute returns to prevent a log jam at the ballot log-in and signature verification stage. These strategies should include bringing in additional staff to ensure that they are caught up by Monday before the election, implementing shift work, cross-training additional staff in signature verification, and using productivity measures, such as number of signatures verified per person per hour, to better plan for staffing needs. **See Recommendation II.**

We also found that Elections lacks formal, documented internal procedures for these processes, which could lead to inconsistencies in training, decision-making, and practice. As we have identified elsewhere in this report, Elections' effectiveness could be at risk if key people leave or change positions and we recommend that Elections document basic instructions, expectations, requirements, and frequently asked questions for logging in, signature verification, and exceptions. **See Recommendation I.**

## 10. Ballot Sorting

Sorting and batching ballots, which are still sealed in their return envelopes at this point, as they are delivered to the Elections Office is an important control for accurate processing. Return envelopes are first inspected and batched for entry into the OCVR system, then are sent to another room to be logged in and have their signatures verified. Once this step is complete, they return to the sorting area to be sorted into precincts, and are then stored in a locked room until they can be opened and counted.

In the past, accurate precinct sorting was important because ballots were run through the tally machines by precinct. Elections now utilizes a process to help eliminate processing log jams on Election Day night caused by having to sort return envelopes by precinct before opening them. The sorting process used to cause a delay in ballots being moved on for opening, inspection, and tallying during very busy elections. The new

procedure allows them to sort by precinct up until a logical time on Election Day, then to process ballots by batch to move them through more quickly. Batched ballots are sorted into precincts after the election to aid in write-in tallying, conducting any necessary recounts, and reconciling the number of ballots received to the number of ballots counted. Elections reports that this change resulted in greater efficiencies and helped avoid the log jam of ballot return envelopes waiting to be sorted that normally occurs as the volume of ballots increases on Election Day.

*Findings* We observed that sorting activities are conducted efficiently. Staff members worked hard and were able to keep up with the flow of returns until Election Day, working on other tasks as time permitted. Elections has also implemented an innovative sorting technique that allows workers to conduct their work quickly. An additional check of all empty return envelopes helps to ensure that no ballots were missed during the opening process.

There was an occasional question about the validity of a ballot return envelope, necessitating its removal from the sorting area. When this occurred, the envelope was taken out of this room with no record or log as to who took it or the purpose of its removal. There is an increased risk of a ballot getting lost if it leaves the normal stream of processing without additional accountability, such as a log, to help ensure that it is accounted for. We recommend that Elections develop and maintain a log to control removal of any ballot return envelope from its batch in the sorting area once the signature has been verified. **See Recommendation III.**

## **11. Ballot Opening, Inspection, and Duplication**

Ballot opening, inspection, and duplication processes are guided by state laws that are essential to ensuring that voter intent is preserved and that every vote counts. Seven days before the election, ballots are opened and inspected by election boards. Elections had 114 workers for the opening, inspection, and enhancement of ballots: 26 boards with four workers on each plus those who operate the opening machines and move ballots to the boards. Elections structures their boards so that at least one of the four members of each board is of a different political party than the other three.

The election boards remove ballots from the secrecy envelopes and inspect each one to ensure that it is machine-readable so that the voter's actual votes will be recorded accurately. If a ballot is damaged or cannot

be read by the tally machine scanners it is later duplicated by hand onto a replacement ballot. If the marking is clear but not dark enough for the machine to detect, the ballot is enhanced with a marker that still allows the voter's original marking to be seen. Enhancing is also needed to correct ballots with extra marks, such as incomplete erasures, smudges, "X" marks in ovals, circled candidate names, etc, that machines might incorrectly read.

*Findings* We observed that boards worked diligently and for long hours. Most of these election workers have been doing this work for years and many were precinct workers before vote-by-mail. Space was crowded, but the runners who moved carts of unopened ballots kept the movement of ballots to boards running efficiently. The boards worked on only one precinct at a time until the cut-off on Election Day, when the precinct sort stopped and the ballots were sent directly to the boards in mixed-precinct batches. At the tables we observed, boards took care when recording the tally for write-in votes and followed the instructions they were given. Ballots with a write-in vote for an office that had no candidate filed were set aside to be tallied once all ballots for the precinct at that table had been processed.

Elections can improve its inspection processes by requiring consultation with other board members before a ballot is enhanced. According to state guidelines, the responsibility for determining voter intent lies with the inspection board, under the guidance of the Elections Director. When a question arises, guidelines state that a team of at least two board members of different political party affiliations should work together to determine voter intent. If the inspection board agrees on the voter's intent, the ballot should be enhanced or duplicated to reflect that intent and the enhanced or duplicated ballot should then be counted. If they do not agree, the ballot should be tallied as is.

According to Elections, markings with obvious voter intent are the largest part of enhancing ballots and do not require consultation. However, this leaves the important task of determining whether there is a question about voter intent up to an individual. Only rarely did we observe a board member consulting another before enhancing a ballot. This creates a risk for error and undermines the intent of the state requirement for multiple party inspection. We recommend that Elections have at least two board members of different political parties agree on all enhancements. **See Recommendation IV.**

Currently, there is no quality check on the enhancement work done by boards, either among the board members or by management. Additional oversight and quality control over the important work the boards do is key

to assuring that voter intent is carefully preserved. **See Recommendation IV.**

After Election Day, duplication boards make copies of ballots that were not machine-readable so that the copy can be run through the tally machines and the votes can be counted. The copies must accurately reflect original voter intent and must be proofed by a board member with a different party affiliation than the worker who did the copying. This check was not in place during our observations. Because of the risk of error, Elections should require a second proof reading for all duplicated ballots, per the state's guidelines. **See Recommendation IV.**

## 12. Vote Tallying

Tallying of votes begins on Election Day morning and continues until all votes are counted. In this process, an operator feeds a stack of ballots through the tally machine. As ballots move across the machines, light beams count the marks in the darkened ovals based on the specific position of the mark on the ballot. All six of the County's ES&S M650 tally machines were in operation on Election Day.

Elections tallies at least a portion of the ballots from every precinct before 8:00 p.m. so that the first published results contain some information from every race. The totals in each machine are saved after each precinct or batch is run, and at 8:00 p.m. totals are saved and downloaded into a computer that combines the totals for all six machines. This process is repeated throughout the night to update the public with election results.

*Findings* Tallying work was conducted in a conscientious, professional, and efficient manner. Elections management and temporary staff were knowledgeable about the operation of the machines and diligent in their efforts to make sure things went smoothly and all votes were counted. After some initial delays and adjustments, the service contractor was available to keep machines working without any significant disruptions. There was a good system in place for movement and storage of precinct-sorted ballots, keeping the workflow constant and the ballots organized. Workers had 43% of the votes counted by 8:00 p.m. on Election Day night. Final reconciliation of total ballots received to total ballots counted revealed a discrepancy of only 23 ballots out of 262,628 cast (.0088%).

We also observed the recount of a Troutdale City Council race after Election Day. This process was closely observed by both candidates and went smoothly.

Elections could improve elements of staffing for its tally machine operators by implementing shift work and training additional staff to operate the machines. The tally machine operators worked long hours; in some cases this was from 9:00 a.m. on Election Day until 6:00 a.m. the next morning. These long hours of being on their feet and doing redundant work resulted in exhaustion for staff and raised the risk of error. Additionally, machines were idle when workers took breaks, which delayed completion of the counting. **See Recommendation II.**

We observed a number of instances where tally machine operators enhanced ballots that the machines could not read, either by darkening the oval or using opaque stickers to cover smudges or incomplete erasures. As noted in the section above, any change made to a ballot should be verified by someone of a different political party than the person making the change. Elections should send all ballots that require enhancement back to the boards to do this work. **See Recommendation IV.**



## Recommendations

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- I. To standardize practice, clarify expectations, reduce the risk of error, and document critical elections processes, Elections should develop a policies and procedures manual covering all of its major internal operations.
- II. To better match existing staffing resources to needs, Elections should:
  - Cross-train workers on multiple functions so that they can step into tasks where demand is heavy and cover breaks.
  - Implement shift work during election periods to prevent fatigue, reduce error, and keep essential work processes moving.
  - Create skill redundancy for critical functions.
- III. To increase security, Elections should document the movement of ballots during the preparation of unmailed ballots (between the printer and the post office) and for any ballot return envelopes pulled from the Blue or Green Room after signatures have been verified.
- IV. Because of the sensitive nature of elections management, the need for transparency, and protection against error and fraud, Elections should:
  - Create a distinct barrier between the tally machine programming and the design and marking of the test deck.
  - Ensure that at least two board members of different parties agree on voter intent for all enhancements and duplications of ballots.
  - Discontinue allowing tally machine operators to make any enhancements to ballots. Ballots that need enhancement should be directed to the duplicating boards.
  - Add oversight and quality control to the work of the opening and inspection boards and the log in and signature verification staff.
- V. With recent improvements to the building, security has been improved. However, to further increase security, Elections should:
  - Prioritize the plans to remodel the Red, Orange, Green, and Blue Rooms due to the sensitivity of voted ballots.
  - Move office supplies to another location outside of the Red Room (where vote tally equipment is stored and used) until funding for the door replacement to the supply room becomes available.
- VI. Planning for VAT activities should include:
  - Adjusting the size of staff to the need for service.
  - Avoiding drawing resources away from other critical areas of elections work by seeking funding and policy direction via a formal program offer or dedicated portion of the base budget request.
- VII. To improve traffic movement, Elections should:

- In writing, specify the expectations for traffic movement with the agency providing these services and frequently monitor traffic to ensure it is flowing as quickly as possible.
- Further explore alternatives for improving traffic movement, such as the addition of a ballot box on Belmont, having Elections staff take ballots from cars without having them turn on to 11th (if they can do so safely), and redirecting non-voting traffic.
- Clearly communicate and post expectations for 8:00 p.m. cut off with Roads crews, runners, traffic management staff, Elections staff, and observers to increase consistency and transparency and reduce the risk of problems.

## Appendix: Methodology

## Appendix: Methodology

Direct observation of the November 2006 General Election was the primary methodology used in this audit. In addition, we conducted interviews, completed tests and analyses, and reviewed numerous reports and documents. Below is a list of the major audit procedures we employed.

### Observations:

- Before Election Day, we observed:
  - Signature verification for petitions
  - Voter registration, data entry, and scanning
  - Cut-off for voter registration
  - Training for Voter Assistance Teams (VAT)
  - Training for signature verification
  - Processes for special ballot processing such as military, absentee, overseas, and alternate format ballots
  - Process for proofreading ballots
  - VAT teams at care facilities registering voters and assisting them to cast their ballots
  - Ballot preparation and insertion into envelopes at vendor location
  - Ballot handling and post office pick up at vendor location
  - Some programming steps for the tally machines
- Throughout the election period, we observed:
  - Internal and public testing of programming for the election
  - Arrangements for drop boxes at each library branch
  - Staff pick-up of ballots from the post office, libraries, and other drop sites
  - Pre-sorting and batching of ballots and processing into OCVR
  - Signature verification of return envelopes
  - Processes for exceptions and challenge ballots
  - Sorting of verified ballots into precincts
  - Opening/inspection boards enhancement of voted ballots
  - Staff interaction with the public in the Elections Office
  - Movement and security of ballots in the Elections building
  - Public observation of election on and before Election Day
  - Front counter activities, line management, and customer service
  - Traffic management outside Elections Office
  - Ballot opening and inspection
- On Election Day, we observed:
  - Process for handling public observers
  - 8:00 p.m. Election Day cut-off process at multiple locations
  - Tally for write-in candidates
  - Counting of ballots
  - Election Day reconciliation of tally machine to computer for vote tally

- After the election, we observed:
  - Recount process for Troutdale City Council race
  - Continued counting of ballots
  - Continued signature verification and handling of exceptions and challenge ballots
  - Duplication boards
  - Final reconciliation
  - Post-election archive process

### **Interviews:**

- Elections management, full-time staff, and temporary staff
- State Elections Division staff
- Contractors and vendors who provide maintenance services for the tally machines
- County Facilities and the Alarms Office to assist in our review of building security
- Computer experts to assist us in our review of computer security
- Meetings with the post office, printers, and mailing bureau
- Elections officials from other counties
- Weekly Elections staff meetings

### **Testing and Analysis:**

- Voter registration records
- Voter turnout history
- Over- and under-votes
- Building and room access logs from May through November 2006
- Certification status of software on the computer and tally machines
- Results from the logic and accuracy tests for tally machines
- Computer security for tally machines, computers, and related software

### **Documents:**

- Relevant state laws and administrative rules
- Security plan submitted to Secretary of State
- Tally machine maintenance logs
- Reconciliation between ballots received and ballots counted
- Documents from the public logic and accuracy tests
- Various statistical reports from County and State Elections Offices
- Reports from OCVR
- VAT reports

**Background and Best Practices:** To understand best practices for elections we researched reports and other documents from a number of organizations. Following is a selected list of works consulted:

- "Ballot Definition Files: No Review is Provided for a Key Component of Voting System Software," VotersUnite.org., Updated June 2006.
- "Ballot Integrity and Voting by Mail: The Oregon Experience," a report for the Commission on Federal Election Reform, The Early Voting Information Center at Reed College, Dr. Paul Gronke, June 2005.

- "Best Practices Tool Kit," United States Election Assistance Commission, revised January 3, 2006.
- "Black Box Voting: Ballot Tampering in the 21<sup>st</sup> Century," Bev Harris, Talion Press/Black Box Voting, 2004.
- "City of Detroit: Review of the Department of Elections' Absentee Vote Tabulation Process," Office of the Auditor General, November 2002.
- "Election Reform: What's Changed, What Hasn't and Why, 2000-2006," electionline.org, (administered by the Election Reform Information Project), February 2006.
- "Electionline Briefing: The 2006 Election," electionline.org.
- "Electionline Briefing: Voter Registration 2006," electionline.org.
- "Election Preview, 2006," electionline.org.
- "Elections: Federal Efforts to Improve Security and Reliability of Electronic Voting Systems are Under Way, but Key Activities Need to Be Completed," United States Government Accountability Office, GAO Report to Congress.
- "Final Report of the 2004 Election Day Survey," Brace, Kimball W and McDonald, Dr. Michael P., United States Election Assistance Commission.
- "Guidelines for Creating a Deck of Test Ballots," John Washburn, Certified Software Quality Engineer.
- "King County Audit of Elections Operations," Cheryle A. Broom, King County Auditor, Washington State, October 2005.
- "Making the List: Database Matching and Verification Processes for Voter Registration," Levitt, Welser, Munoz, Brennan. Center for Justice at NYU School of Law, March 2006.
- "National Task Force on Election Reform," Sponsored by The Election Center, National Association of Election Officials, May 2005.
- "Report of the Oregon Elections Task Force," Oregon Secretary of State Bill Bradbury and the Oregon Association of County Clerks, President Dana Jenkins, February 2001.
- "Voting – What Is, What Could Be," CALTECH MIT Voting Technology Project, report from the collaborative project by California Institute of Technology and the Massachusetts Institute of Technology.
- "Voter Registration," R. Michael Alvarez, April 2001
- "Voluntary Guidance on Implementation of Statewide Voter Registration Lists," United States Election Assistance Commission, July 2005.

#### **State and Federal Laws Applicable to Elections:**

##### State of Oregon

- Revised Statutes Chapters 246 through 260
- Oregon Administrative Rules 165
- Vote by Mail Procedures Manual

##### United States

- Elderly and Handicapped Act of 1984
- Help America Vote Act of 2002
- National Voter Registration Act of 1993
- Uniformed and Overseas Citizens Absentee Voting Act
- Voting Rights Act of 1965

## Responses to Audit



## Ted Wheeler, Multnomah County Chair

501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214  
Phone: (503) 988-3308  
Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

June 26, 2007

LaVonne Griffin-Valade  
Multnomah County Auditor  
501 SE Hawthorne, Room 601  
Portland, OR 97214

Dear Auditor Griffin-Valade:

Thanks to you and your staff for your excellent work in auditing the operations of Multnomah County's Elections Office and thank you for the opportunity to respond to your audit report.

We appreciate your positive review of our elections system and your recommendations for improvement. As you know, many of your recommendations have already been implemented, others are in process and some will depend on future funding.

Elections Office management has already compiled policy and procedures into manuals, cross-trained staff and revised procedures to separate programming of ballot tally computers from testing the accuracy of the programming and the computers. Several changes have been made to improve building and ballot security and others are planned.

While we have taken steps to make it easier for voters to drop off ballots at the Elections Office on Election Day we won't know if these steps are sufficient until we have another election with very high turnout. We will closely monitor traffic congestion outside the Elections Office and we will prepare to do whatever it takes to insure that all ballots are properly collected.

We appreciate your thoughtful review, your helpful suggestions and your willingness to work cooperatively with staff to produce the best outcome for the public.

Sincerely,

Ted Wheeler  
Multnomah County Chair

TW/rs





Department of Community Services

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**MULTNOMAH COUNTY OREGON**

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**Director's Office**

**1600 SE 190<sup>th</sup> Ave; Suite 224**

**Portland, Oregon 97233-5910**

**(503) 988-5000 phone**

**(503) 988-3048 fax**

**Response to Elections Audit**

June 25, 2007

To: LaVonne Griffin-Valade  
Multnomah County Auditor

From: M. Cecilia Johnson  
DCS Department Director

It is with great appreciation that we respond to the completed Audit of Multnomah County Elections operations and processes. The commitment of time and resources made by the Auditor to this effort speaks to your office's dedication to performing the highest quality of professional audit inquiry, research and analysis. Certainly, the comprehensive approach taken in auditing processes reported in each of the twelve chapters of the technical report and summarized in the general report has been most helpful to the department and specifically the elections staff in our efforts to continuously improve.

We have been positively impressed by the specificity, detail, and conscientiousness provided by the Auditor and her staff during the several meetings prior to the completion of this audit and in the final report document. I can not say enough to praise the auditor's staff efforts to maintain balance and objectivity while providing essential feedback to the citizens we serve. The collaborative attitude of staff and the cooperative and respectful work style of those assigned to complete this audit were no less than admirable.

Because we have the opportunity in any given fiscal year to administer multiple elections, we immediately went to work to implement many of the recommendations for improvement. We have noted several of these actions in our response to the technical report.

Certainly, it is our pleasure to endorse the findings of this audit report and to continue working with the Auditor's office in the implementation and follow up of the recommended improvements noted.

## RESPONSE TO RECOMMENDATIONS IN THE TECHNICAL REPORT

### I. Policies and Procedures Manual

We wholeheartedly agree with the recommendation to develop and improve our internal written policies and procedures. Since reading the initial drafts of the technical report, we have written (and used during the May 2007 election) individual procedure manuals on the following tasks and work areas:

- “Front Office/Front Counter” which includes voter registration, issuing ballots, beeping/signature verification and front counter procedures;
- “Ballot Pick-Up” covering all major activities and job responsibilities for the runners;
- “Observer Monitors” providing written direction to those who monitor the election observers;
- “Duplication Board” processing;
- “Ballot Counting” operation; and
- “Logic/Accuracy” covering the procedures involved with testing and verification of the computer program as well as the operation of the vote tally machines.

Additionally, individual procedures are written or in process to cover areas such as programming, ballot definition, quality control at the mail house and working with vendors and the post office.

### II. Staffing Recommendations

- A. Cross-Training: We have implemented and continue to work on cross-training staff (regular and temporary) to step in when demand is heavy and over breaks in all work areas including: running tally machines, front counter work, signature verification, sorting, supervising opening boards and processing exception ballots.
- B. Skill Redundancy: We will identify business critical functions and ensure that at least two staff members are trained in and experienced enough to perform these functions in the event of unexpected absence, position vacancy or retirement. We have completed this task with programming/testing, work at the mail house, ballot processing, signature verification, opening boards and running vote tally equipment.
- C. Shift Work: We have developed and submitted a plan to the Secretary of State’s Election Division which would send certain regular and temporary staff home early on the evening of Election Day so that they can return after midnight to keep critical work processes moving. Critical work after the opening boards are sent home includes signature verification and running the vote tally equipment. We will explore other alternatives, as well, to use staff efficiently while still seeking to assure the level of quality and accuracy of ballot processing.

### III. Documenting the Movement of Ballots:

We will maintain copies of invoices and receipts of delivery for blank ballots sent from the printer to the mail house and picked up by the postal service. We will develop a log for pulling unopened ballot envelopes from the Blue and Green Rooms after signatures have been verified.

### IV. Controls to Ensure Votes are Counted Accurately:

- A. We have separated the duties of programming from those of designing the test deck and giving instruction to the temporary workers who mark the test decks. Because of the need to also provide skill redundancy (II.B.), a second person is trained to program and we are training a third person to be responsible for designing and coordinating the marking of the test decks.
- B and C. Instructions have been re-written to clearly state the need that questions regarding voter intent need to be resolved through agreement with opening board members who are not of the same political party. Duplication of any ballots which are unreadable by the vote tally machines will also be checked and agreed to by more than one person.
- D. Enhancing ballots was not done in the Red Room for the May 2007 election and any ballots needing enhancement will be processed by a duplication board.
- E. Supervision to improve quality control will be provided for the work of the opening boards and the beeping/signature verification staff.

### V. Building Enhancements

- A. With the approval of the County Commissioners, we plan to remodel the Red, Orange, Green and Blue Rooms in FY08. Plans include replacing doors and providing card readers to limit access to the rooms during an election.
- B. We have moved the most used items from our storage room to the hall where office mail is processed. A door from the Bay Area into the storage room is also in the plans for FY08, subject to approval by the County Commissioners.

### VI. VAT Activities

- A. The number of people hired to work on Voter Assistance was reduced for the May 2007 election. This number will vary in 2008 as demand grows

for the Presidential Primary and General Elections. We have applied to the Pew Charitable Trust for a grant to study the effectiveness of VAT work in November 2006 and May 2007. If we are awarded this grant, it will also provide for a pilot to extend VAT work to local hospitals in November 2007 and the Primary in 2008.

- B. Parameters for VAT work will be more clearly defined and will not draw resources away from other critical areas of elections work. VAT members are being cross-trained to provide backup at break times for front office as well as for observer monitors and assist with calling voters who neglect to sign their return envelopes. VAT members also assist after 8:00 pm Election Day by monitoring the parking lot across the street, checking in ballots delivered by the libraries and monitoring ballot delivery at the drop boxes at the Election Office at 8:00 pm.
  - i. Results from the Pew Grant (if approved) will be used to establish a budget and will help us more clearly define the scope and objective of the VAT.
  - ii. Depending on the results from the Pew Grant, we will either submit a Program Offer for FY09 or add to the appropriate cost center to cover the Presidential General Election in November 2008.

#### VII. Traffic Issues

- A. For the May 2007 election, we had written specifications for traffic movement and control with the Multnomah County Road Department. We had excellent cooperation from the City of Portland as it approved a traffic plan which we will continue to refine as we anticipate the Presidential elections in 2008.
- B. With approval by the County Commissioners, we plan to add a permanent ballot box in FY08 on Belmont with a chute sending ballots into our basement. For safety issues, we do not plan to have our staff on the street at any location to take ballots from voters in vehicles.
- C. Our manual for the runners is clear as to expectations at the 8:00 p.m. cut-off. Everyone is told that anyone in line to vote at 8:00 p.m. will be allowed to vote.

Again, we have appreciated the opportunity to work with the Auditor's office in this effort and look forward to the continued collaboration we have developed. Should you have questions or need for further information, do not hesitate to contact me.



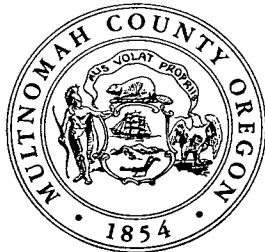
M. Cecilia Johnson

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# **Board Briefing of the Elections Audit**

## **Multnomah County Auditor's Office**

July 12, 2007



**LaVonne Griffin-Valade, County Auditor**

**Audit Staff: Fran Davison  
Judith DeVilliers  
Sarah Landis**

To see the full report, visit [www.co.multnomah.or.us/auditor](http://www.co.multnomah.or.us/auditor)

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***Reason for audit initiation:***

- Auditor's Office has never done an audit of Elections
- Recent high profile concerns about the integrity of elections nationally
- Critical importance of a high quality and transparent elections system

***Audit objective:***

- Determine whether Elections has the proper controls in place to ensure an accurate, fair, and efficient election

***General findings:***

- Elections conducts its work effectively
- Public should have confidence in ability to conduct fair, secure, accurate elections
- Needed improvements include changes to staffing patterns, increasing cross-training, strengthening quality controls in some areas, tightening up on inspection of ballots, and documentation of processes and policies
- Recommendations should help Elections face the challenges of the retirement of the current director and other staff, ever-growing scrutiny on elections processes, and increasing number of voters

***How this audit is different:***

- Attestation of controls and effectiveness
- Interim and technical reports were also produced

***Scope and methodology:***

- Audit based primarily on observation of all major processes and events leading up to and including the 2006 General Election in November
- Extensive staff interviews, research of elections best practices, and review of audits or reports from other jurisdictions

**Audit Results – Serving Voters:** Areas covered in this section are voter registration, front counter service, ballot reception, Voter Assistance Team (VAT), and public observation

| What Worked Well                                                                                                   | What Could Work Better                                                                                           |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Overall good customer service                                                                                      | Across all areas, need for policies and procedures, supported by training, to improve consistency                |
| Strong voter registration practices, very low error rate in database                                               | Need cross-training, task rotation, and shift work to increase staffing flexibility and avoid over-exhaustion    |
| Good techniques for line management                                                                                | Traffic problems need addressing through more active monitoring and written agreements with traffic agencies     |
| Adequate and convenient drop sites                                                                                 | Have to continue efforts to ensure that ballot boxes don't overfill                                              |
| Strong commitment and innovation shown to serving voters with disabilities, other special needs                    | The VAT lacks parameters around spending and objectives.                                                         |
| Highly open and transparent regarding public observation while maintaining a safe, secure, comfortable environment | VAT staffing levels were higher than necessary to meet demand and staff could be cross trained to better fill-in |

**Audit Results – Preparing for the Election:** Areas covered in this section are ballot preparation, building and equipment security, and tally machine testing and programming

| What Worked Well                                                                                                                                        | What Could Work Better                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strong quality controls in place at mail house vendor (where envelopes are addressed, ballots are inserted into envelopes and picked up by post office) | Need for documentation of procedures used to program and issue ballots                                                                                                |
| Good controls over ballot programming and tally machines through logic and accuracy testing                                                             | No chain of custody (unvoted ballots with vendors)                                                                                                                    |
| Good security measures in place for equipment and building                                                                                              | Integrity of logic and accuracy testing could be enhanced with segregation of some duties and having unique number of test votes cast for each position on the ballot |
| Recent remodels have enhanced building security                                                                                                         | Additional changes to building would increase security by moving supply closet and replacing additional doors and locks                                               |



**Audit Results – Counting the Votes:** Areas covered in this section are ballot log-in, signature verification, sorting, opening, inspection, and duplication, as well as vote tallying

| What Worked Well                                                                                           | What Could Work Better                                                                                                                        |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Experienced, competent, professional, and dedicated staff                                                  | Staffing patterns need to adjust to ensure ballot processing does not fall behind                                                             |
| Innovative, efficient techniques used to process ballots                                                   | Improvements needed in tracking returned “problem” ballots within the building                                                                |
| Processing of ballots worked smoothly                                                                      | Documented procedures would help increase consistency of practice and decision making                                                         |
| Commitment to ensuring that every vote was counted                                                         | Consultation with other board members not required before making enhancements and duplications, unless there is a question about voter intent |
| Good system in place to keep process moving and willingness to make adjustments for continuous improvement | Additional oversight of elections boards would ensure that voter intent is preserved                                                          |

## CHAIR WHEELER COMMENTS IMMEDIATELY FOLLOWING R-9 ON JULY 12

John Kauffman has had an exemplary career spanning 32 years in Elections Administration. He was employed at Clackamas County for 27 of those years in various capacities ranging from Composer Operator in the print shop to being elected the County Clerk. John first became an elected official in 1986, with repeat performances in 1990, 1994 and 1998.

John had chosen not to run for another term as Clackamas County Clerk in 2002, when former Multnomah County Elections Manager, Vicki Ervin, retired. Having made the decision to leave *elected* office, John's desire to lead the state's most populous county elections operation prompted him to apply for the vacancy. Much to our credit (thanks Cecilia for another thorough selection process) John was selected to fill the vacancy on July 12, 2002.

During his five year tenure at the Multnomah County Elections division, John, continued in the tradition of leading a professional, dedicated and creative Elections staff in conducting open, fair and accurate elections.

John led the elections team through the process of successfully meeting the Federal requirements for HAVA (Help America Vote Act). In fact, Multnomah County met compliance standards within the timeframe and, was and still is, considered "the vote by mail standard of quality" nationwide.

To his credit, John has:

- overseen the upgrade in the County's Election vote tally system;
- the inclusion and increase of racial and ethnic minorities employed as temporary staff during the election process;
- a significant remodel of the Elections Office facility which improved security, addressed ADA deficiencies and improved our ability to better serve citizens;

- the implementation of the new statewide voters registration management system;
- and outreach to voters with physical disabilities.

In 2004, John received recognition from OACC (OR Assn of County Clerks) as a Certified Elections Administrator (CEA) and in 2006, John became one of only 371 Certified Elections/Registration Administrator (CERA) nationwide.

Most recently, John led our Multnomah County elections staff in hosting the US Election Center's national certification program in Portland. This program convened election officials in the Northwest to hear national speakers address issues that continue to challenge election organizations nationwide.

He will be leaving a long trail of experience in Elections Administration work, as evidenced by his roles and active participation in the following organizations: The International Association of Clerks, Recorders, Election Officials and Treasurers; the National Association of Clerks and Recorders; the US Election Center; Oregon's HAVA Steering Committee and the Oregon Association of County Clerks (of which he was President in 1996-97).

John has rounded the corner and will come back as a full-time temporary employee to help the Elections Division ***to assist in the transition to a new Director and in the 2008 Presidential primary and general Elections.***

John, your demonstrated leadership and professional contributions are truly worthy of the County's highest commendation. We offer you our sincerest thanks for outstanding and distinguished service and a job well done.

Please accept our congratulations and best wishes for a happy, healthy, and prosperous retirement.



## RECOGNITION OF SERVICE MULTNOMAH COUNTY OREGON

*We, the Multnomah County Board of Commissioners, express our sincere appreciation and gratitude to you, JOHN KAUFFMAN for your exemplary service as the Multnomah County Elections Manager. We have appreciated your demonstrated leadership qualities; professional contributions; record of conduct; performance and devotion to duty. In your years of service you have brought expertise and dedication to your role and have been a tremendous asset to the Community Services leadership team. Your commitment to continually improving the openness and efficiency of our County's Election Division; your ability to establish and maintain effective working relationships with the public, Secretary of State, other Elected Officials, candidates, and jurisdictions affected by the County's elections program speak to the quality of your leadership.*

*This commendation is in recognition of your long and distinguished service for a job well done. Please accept our congratulations and best wishes for a happy, healthy, and prosperous retirement.*

*Affirmed this 12th day of July, 2007.*

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

1854

Maria Rojo de Steffey,  
Commissioner District 1

Jeff Cogen,  
Commissioner District 2

Lisa Naito,  
Commissioner District 3

Lonnie Roberts,  
Commissioner District 4



## RECOGNITION OF SERVICE MULTNOMAH COUNTY OREGON

*We, the Multnomah County Board of Commissioners, express our sincere appreciation and gratitude to you, JOHN KAUFFMAN for your exemplary service as the Multnomah County Elections Manager. We have appreciated your demonstrated leadership qualities; professional contributions; record of conduct; performance and devotion to duty. In your years of service you have brought expertise and dedication to your role and have been a tremendous asset to the Community Services leadership team. Your commitment to continually improving the openness and efficiency of our County's Election Division; your ability to establish and maintain effective working relationships with the public, Secretary of State, other Elected Officials, candidates, and jurisdictions affected by the County's elections program speak to the quality of your leadership.*

*This commendation is in recognition of your long and distinguished service for a job well done. Please accept our congratulations and best wishes for a happy, healthy, and prosperous retirement.*

*Affirmed this 12th day of July, 2007.*

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*TED WHEELER*  
Ted Wheeler, County Chair

*Maria Rojo de Steffey*  
Maria Rojo de Steffey,  
Commissioner District 1

*Lisa Naito*  
Lisa Naito,  
Commissioner District 3

*Jeff Cogen*  
Jeff Cogen,  
Commissioner District 2

*Lonnie Roberts*  
Lonnie Roberts,  
Commissioner District 4



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-10  
Est. Start Time: 10:55 AM  
Date Submitted: 07/03/07

**Agenda Title:** First Reading and Possible Adoption of a Proposed ORDINANCE Amending Multnomah County Code Chapter 21.406, Ambulance Staffing, and Declaring an Emergency

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 5 minutes  
Department: Health Division: Health Officer  
Contact(s): William Collins  
Phone: 503-988-3220 Ext. 22216 I/O Address: 160/7  
Presenter(s): William Collins, Gary Oxman

### General Information

**1. What action are you requesting from the Board?**

Approve first reading of ordinance amending MCC §21.406, Ambulance Staffing, and Declaring an Emergency.

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

The EMS Medical Director needs the flexibility to temporarily alter staffing necessary to meet public health needs during extraordinary circumstances. These circumstances could include emergencies putting unusual demands on the system, inclement weather, labor disputes, and other factors that could limit the availability of paramedic staffing.

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

None.

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

Multnomah County Health Department is responsible for regulating emergency ambulance services under ORS 682.

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

None.

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**Required Signature**

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

*Lillian Shirley*

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**Date: 07-03-07**

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC §21.406, Ambulance Staffing, and Declaring an Emergency

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

**Multnomah County Ordains as follows:**

**Section 1.** MCC 21.406 is amended as follows:

**§ 21.406 Ambulance Staffing.**

- (A) ALS ambulances responding to emergency calls shall be staffed with two EMT-Paramedics.
- (B) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one EMT-Paramedic and one EMT-Basic.
- (C) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this subchapter.
- (D) All other ambulances will be staffed with EMT-Basic or EMT-Intermediates whose orders and level of service will be specified by the EMSMD and which will allow for the medically appropriate transportation of patients with the most cost effective staffing.
- (E) Notwithstanding subsections (A)-(D), the EMS Medical Director may temporarily alter staffing as necessary to meet public health needs during extraordinary circumstances.

Penalty, see § 21.999

**Section 2.** This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance takes effect upon its signature by the County Chair.

FIRST READING AND ADOPTION:

\_\_\_\_\_  
July 12, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Ted Wheeler, Multnomah County Chair



**BOGSTAD Deborah L**

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**From:** BOGSTAD Deborah L  
**Sent:** Thursday, July 12, 2007 7:29 AM  
**To:** WILLER Barbara  
**Subject:** RE: Proposed Amendment of MCC Section 21.406 (follow-up)

Of course! Consider it tracked.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**debora.h.l.bogstad@co.multnomah.or.us**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

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

**From:** WILLER Barbara  
**Sent:** Wednesday, July 11, 2007 3:25 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Proposed Amendment of MCC Section 21.406 (follow-up)

I replied to this gentleman that I will let him know if it goes back on Board agenda. Do you have capacity to track this and then let him know? Thanks.

Barbara Willer  
Deputy Chief Operating Officer  
Multnomah County  
501SE Hawthorne, 6th floor  
Portland, OR 97212  
503-988-5002  
[barbara.willer@co.multnomah.or.us](mailto:barbara.willer@co.multnomah.or.us)

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

**From:** Multnomah County Chair  
**Sent:** Wednesday, July 11, 2007 2:21 PM  
**To:** WILLER Barbara  
**Subject:** FW: Proposed Amendment of MCC Section 21.406 (follow-up)

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

**From:** Charles Savoie [<mailto:audioxccl.1@netzero.net>]  
**Sent:** Wednesday, July 11, 2007 1:27 PM  
**To:** Multnomah County Chair  
**Subject:** Proposed Amendment of MCC Section 21.406 (follow-up)

July 11, 2007

Dear Honorable Commissioner,

7/12/2007

I have been informed that this matter has been taken off of the agenda for the 7/12/07 meeting. Accordingly, I will not be delivering a signed hard copy of the email that I sent yesterday regarding this matter.

An email or letter confirming that this matter will not be reconsidered until after our labor negotiations with AMR have been completed would be greatly appreciated.

Should this matter ever be placed on the agenda again (even in an emergency session), I request to be notified. Thank you.

We do expect AMR to attempt to convince the county to allow one EMT and one paramedic staffing on ALS ambulances for financial reasons sometime after a new CBA is ratified. We will address that when the time comes.

Sincerely,  
Charles F. Savoie, EMT-P  
MultCo Ambulance Staffing Taskforce, Chair  
NEMSA

**BOGSTAD Deborah L**

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**From:** BOGSTAD Deborah L  
**Sent:** Thursday, July 12, 2007 7:48 AM  
**To:** 'Charles Savoie [mailto:audioxcel.1@netzero.net]'  
**Cc:** WILLER Barbara  
**Subject:** Multnomah County Code Chapter 21.406, Ambulance Staffing

Mr. Savoie, as you've been informed regarding R-10 on today's agenda, the Board will vote to postpone indefinitely, without prejudice, consideration of the First Reading and Possible Adoption of a Proposed ORDINANCE Amending Multnomah County Code Chapter 21.406, Ambulance Staffing, and Declaring an Emergency.

I will notify you if/when the issue of a proposed ordinance amending Multnomah County Code 21.406 is submitted for consideration in a future Board meeting.

If you have any questions, please don't hesitate to contact me. Thank you.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**deborah.l.bogstad@co.multnomah.or.us**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

7/12/2007



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-11  
Est. Start Time: 11:00 AM  
Date Submitted: 06/13/07

**Agenda Title:** Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Nuisance Control Law (Multnomah County Code Chapter 15.225 to 15.236) Relating to Public Health Threats

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 1 minute  
Department: Health Division: Community Health Services  
Contact(s): Lila Wickham, Chris Wirth  
Phone: 503-988-3400 Ext. 22404 I/O Address: 420 - 1 - ENV  
Presenter(s): Lila Wickham, Sheriff Bernie Giusto and Vector Advisory Committee Chair

### General Information

**1. What action are you requesting from the Board?**

Approve second reading and adopt ordinance amending Nuisance Control Law (MCC §§ 15.225-15.236) relating to Public Health Threats

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

The Vector Control and Code Enforcement program protects the public, including vulnerable populations, from emerging and imminent vector-borne diseases and mitigates nuisances. Current strategies include surveillance, analysis, proactive control/abatement of rodent and mosquito populations and public education. The legal authority currently exists to enforce nuisance and public health threats. This ordinance specifically identifies the enforcement process in Multnomah County. (Vector-borne diseases are transmitted from animal to humans).

This change affects Program Offer #40008 and would enhance the current program services and protect community health and livability.

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

There is no fiscal impact for current or future year(s). The enforcement component is already and essential function of the Multnomah County Code Enforcement program and would be absorbed by the Code Enforcement Officer, Administrative and Support staff.

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

Multnomah County is delegated its authority to abate vectors and their disease through Oregon Revised Statute 452 (ORS 452). Furthermore, ORS 452, Oregon Department of Fish and Wildlife Memorandum of Understanding, and current public health practices require vector surveillance and control activities to be performed in an integrated pest management model know as "IPM" that includes a holistic approach to reduce vector-borne disease. The Health Officer currently has authority to reduce the transmission of communicable disease through imposition of a public health measure ORS 433.019. This ordinance will codify the enforcement mechanisms and the relationship between the Health Officer and the Sheriff.

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

The Multnomah County Board-appointed citizen advisory group reviewed and approved the final ordinance concept and language as is presented today.

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**Required Signature**

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

*Lillian Shirley*

**Date:** 06/13/07

/lp

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending Nuisance Control Law (MCC §§ 15.225-15.236) Relating to Public Health Threats

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

**The Multnomah County Board of Commissioners Finds:**

- a. Certain nuisances, if unabated, can comprise a risk to the health and well-being of County residents and visitors.
- b. Investigation of certain nuisances enumerated in MCC 15.229 that impact public health, evaluation of their risk to the health and well-being of County residents and visitors, and determination of appropriate means to address such risks is the primary responsibility of the County Health Department and County Health Officer.
- c. In certain nuisance cases, there is potential for significant disagreement between the owner or resident on whose property a nuisance exists and the Health Officer or other Health Department staff regarding the existence and appropriate abatement of a nuisance.
- d. In such cases and other circumstances, the Health Department and Health Officer might require the assistance of the County Sheriff in investigating and assuring abatement of a nuisance or taking a person or property into custody under ORS 433.022.

**Multnomah County Ordains as follows:**

**Section 1.      § 15.226 is amended as follows**

**15.226 Definitions.**

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

***ABANDONED VEHICLE.*** Any vehicle which reasonably appears to be inoperative, wrecked, discarded, abandoned or totally or partially dismantled.

***DESIGNEE.*** Person or persons authorized by the Health Officer or Sheriff to fulfill their respective functions.

***EXPLOSIVE.*** A chemical compound, mixture or device that is used or intended to be used for the purpose of producing a chemical reaction resulting in a substantially instantaneous release of gas and heat, including but not limited to dynamite, blasting powder, nitroglycerin, blasting caps and nitrojelly, but excluding fireworks as defined by state law, black powder, smokeless powder, small arms ammunition and small arms ammunition primers.

**GARBAGE.** All animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of food.

**HEALTH OFFICER.** That person in the county Department of Health, or an agent with the authority of the local Health Officer under state law.

**HEARINGS OFFICER.** That person appointed by the Board to preside at hearings held under § 15.231.

**INTERSECTION.** The area embraced within the prolongation or connection of the lateral curblines or, if none, then of the lateral boundary lines of two or more streets or highways which join one another at an angle, whether or not one street or highway crosses the other.

**LIQUID WASTE.** Waste oil, septic tank pumping, liquid industrial wastes or other similar material.

**NUISANCE.** Any condition or practice causing or capable of causing an unreasonable threat to the public health, safety and welfare in the circumstances, ~~but does not include~~ not including noise, provided, however, that anything defined as a nuisance in § 15.229 shall be a nuisance.

**OWNER.** Any person having a legal interest in real or personal property or any person in possession or control of real or personal property, and excludes any person whose interest is for security only.

**RADIOACTIVE SUBSTANCE.** A substance which emits radiation in the form of gamma rays, X-rays, alpha particles, beta particles, neutrons, protons, high-speed electrons and other nuclear particles, but radiation does not include sound waves, radio waves, visible light, infrared light or ultraviolet light.

**RODENT.** A mouse or rat.

**RUBBISH.** Glass, metal, paper, wood, plastics or other nonputrescible solid waste.

**SEWAGE SLUDGE.** Residual waste of sewage treatment plants, consisting of digested organic waste and indigestible solids.

**SIDEWALK.** That portion of a public right-of-way, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

**SOLID WASTE.** All putrescible and nonputrescible wastes, whether in solid or liquid form, except wastes produced by the human body, liquid-carried industrial waste or sewage, or sewage hauled as an incidental part of septic tank or cesspool cleaning service, and includes garbage, rubbish, ashes, fill dirt, sewage sludge, street refuse, industrial wastes, swill, demolition and used construction materials, abandoned vehicles or parts thereof, discarded home or industrial appliances, manure, vegetable or animal solids and semisolid waste, dead animals and other discarded solid materials.

**VECTOR.** ~~Any insect organism~~ Any non-human animal, including but not limited to insects (flies, fleas, ticks, ~~and mosquitoes, etc.~~), birds and rodents capable of bearing or carrying a disease transmittable to human beings.

**VEHICLE.** Any device which is designed or used for transporting people, goods or property upon a public street or roadway, including but not limited to a body, engine, transmission, frame or other major parts, but does not include a device propelled by human power, such as a bicycle, or a device operated exclusively upon fixed rails or tracks.

**Section 2.**      § 15.230 is amended as follows

**15.230 Inspection And Abatement.**

(A)    The ~~health officer~~Health Officer, or designee, or Sheriff or designee may enter any property or building at any reasonable time for the purpose of inspection or enforcing this subchapter. Except when an emergency exists, the ~~health officer or~~Health Officer, Sheriff or designee, shall obtain the consent of the owner or a court warrant before entering private property or a private building.

(B)    As used in this section, an emergency exists when the ~~hHealth eOfficer~~ or Sheriff has reasonable cause to believe that a nuisance ~~constitutes an~~requires prompt remediation to avoid a clear and immediate and active danger to individuals or to the public health, safety and welfare.

(C)    An investigation may be conducted whenever the ~~hHealth eOfficer~~ or Sheriff ~~receives a complaint~~becomes aware that a nuisance exists.

(D)    Whenever it appears there is reasonable cause to believe that a nuisance exists, ~~or upon receipt of declaration from the hHealth eOfficer, the~~ or Sheriff shall provide written notice to the owner of the existence of the nuisance and shall demand abatement within 30 days from the date of the written notice, or such lesser time as may be set by the Health Officer or Sheriff to protect the public health, safety and welfare. The notice shall describe with reasonable certainty the property, the nature of the nuisance and the action necessary to abate the nuisance, and shall inform the owner of the owner's rights under §§ 15.231 and 15.232, and the procedure by which the owner may contact the ~~Sheriff~~Health Officer~~notice provider~~ for more information.

(E)    In an emergency, the ~~hHealth eOfficer~~ or Sheriff may order immediate abatement of a nuisance. The Health Officer or Sheriff shall give notice of the requirement for immediate abatement to the owner.

(F)    In an emergency, and in lieu of action under division (E) of this section, the ~~hHealth eOfficer~~ or Sheriff may proceed with immediate abatement of the nuisance. The ~~hHealth eOfficer~~ or Sheriff shall then immediately send written notice of abatement to the owner of the property.

(G)    In a situation in which the property owner has refused to abate a nuisance, or has taken or threatened action that gives the Health Officer probable cause to believe such action will comprise a danger to Health Department staff, any involved contractors, other individuals or the public generally, the Health Officer may request the assistance of the Sheriff in carrying out necessary investigation, abatement or enforcement actions as ordered by the Health Officer under Section 8. 15.230-§ 15.230 or a Hearings Officer under Section 15.230§ 15.231 of this Chapter.

——(H)    Unless the Sheriff has probable cause to believe that the Health Officer's assessment of danger is in error, or unless there are conflicting legal requirements, the Sheriff will immediately provide assistance as requested by the Health Officer.



**Section 3.**      **§ 15.231 is amended as follows**

**15.231 Appeals And Hearings.**

(A) Any person receiving a notice under § 15.230(D), (E) or (F) may request a hearing by writing the Health Officer or Sheriff~~person who sent the notice~~ within seven days of the date of the notice.

(B) The ~~hHealth e~~Officer or Sheriff shall, upon receipt of request for a hearing, promptly notify the hearings officer who shall set a time and place for the hearing at the earliest possible time and shall promptly notify the person requesting the hearing as to the time and place for the hearing. Notice may be by any means of giving actual notice. Notice may also be given to such persons as the hearings officer may determine to be interested persons.

(C) The person requesting the hearing and the ~~hHealth e~~Officer or Sheriff may make argument, submit testimony, cross examine witnesses and submit rebuttal evidence on the pertinent issues. Any party may be represented by counsel.

(D) All hearings shall be recorded in a manner which will allow for written transcription to be made and all materials submitted at the hearing shall be retained by the hearings officer for a period of two years.

(E) Failure of the person requesting the hearing to appear at the hearing shall constitute a waiver of the right to a hearing.

(F) After the hearing, the hearings officer shall issue and mail a copy of the order determining the question within 15 days from the date of the hearing, or any continuance thereof not to exceed 15 days, to the person requesting hearing and the ~~hHealth e~~Officer or Sheriff.

(G) If the hearings officer finds the nuisance to exist, the order shall set a date for abatement to be accomplished by the owner.

(H) If the hearings officer determines that anything removed under § 15.230(F) no longer constitutes a nuisance or can be released upon such condition as the hearings officer may prescribe that will eliminate the nuisance, the person requesting the hearing may claim it upon paying the expense incurred in its removal and storage.

(I) If the hearings officer determines there was a wrongful abatement under § 15.230(F), the hearings officer may order the ~~hHealth e~~Officer or Sheriff to make reasonable restitution.

(J) All hHearings under this subsection involving the Health Officer shall be conducted in accordance with applicable portions of ORS 183.413 to ORS 183.470.

**Section 4.**      **§ 15.233 is amended as follows:**

**15.233 Abatement By Owner Required.**

Failure of the owner to abate the nuisance within 30 days as provided by § 15.229~~230~~(D) or within the time set by the hearings officer under § 15.231 shall be a violation under this subchapter, and a county offense under ORS 203.810.

Penalty, see § 15.999

**Section 5.**      § 15.234 is amended as follows:

**15.234 Abatement By County; Costs; Waiver; Lien.**

(A) If an owner fails to abate a nuisance as required under this subchapter, the hHealth eOfficer or Sheriff may cause abatement of the nuisance. Accurate record of the abatement costs shall be kept and shall include a surcharge of 25% of the cost of the abatement for administrative overhead. A billing for the amount of the costs shall be forwarded by certified or registered mail, return receipt requested, to the owner. Payment shall be due to the hHealth eOfficer or Sheriff within 30 days from the date of the billing.

(B) The cost of abating a nuisance may be waived ~~for low income, elderly or disabled persons, if or reduced based upon timely application it appears to the Sheriff that the following conditions are met:~~ rules adopted by the Health Department or Sheriff.

~~(1) The owner is disabled or over 65 years of age, and, if single, had an income during the preceding calendar year from all sources of less than \$3,600, or, if the head of a family, had an income during the preceding calendar year from all sources of less than \$5,400; and~~

~~(2) The owner is living on the property from which the nuisance is to be abated.~~

(C) Applications for waiver of nuisance abatement costs shall be filed with the hHealth eOfficer or Sheriff on forms supplied by the county within ten days from the date of notice of the amount of cost of abatement. All information required to be given on the forms shall be supplied by and verified by the applicant. An application for waiver of nuisance assessment costs must be submitted for each cost of abatement notice sent to the applicant.

(D) The Board shall file a lien against the property if payment is not made as provided in divisionsubsection (A) of this section or waived under divisionsubsection (B) of this section.

(E) The lien provided for in divisionsubsection (D) of this section shall be given priority over all liens except those for taxes and assessments and shall include interest at the legal rate accruing from the date billing is sent to the owner of property.

(F) The lien provided for in divisionsubsection (D) of this section shall be foreclosed in the manner prescribed by state law for the enforcement of liens and collection of assessments.

**Section 6.**      § 15.236 is amended as follows:

**15.236 Administration And Enforcement.**

(A) The hHealth eOfficer and Sheriff shall be responsible for the administration and enforcement of this subchapter.

(B) The ~~h~~Health ~~e~~Officer and Sheriff shall have authority to administer oaths, certify all official acts, issue citations, subpoena and require the attendance of witnesses and production of relevant documents at hearings before the hearings officer and take testimony of any person by deposition.

(C) The ~~h~~Health ~~e~~Officer and Sheriff may adopt rules necessary for the administration and enforcement of this subchapter.

FIRST READING:

June 28, 2007

SECOND READING AND ADOPTION:

July 12, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Lillian Shirley, Health Department Director

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 1095**

Amending Nuisance Control Law (MCC §§ 15.225-15.236) Relating to Public Health Threats

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

**The Multnomah County Board of Commissioners Finds:**

- a. Certain nuisances, if unabated, can comprise a risk to the health and well-being of County residents and visitors.
- b. Investigation of certain nuisances enumerated in MCC 15.229 that impact public health, evaluation of their risk to the health and well-being of County residents and visitors, and determination of appropriate means to address such risks is the primary responsibility of the County Health Department and County Health Officer.
- c. In certain nuisance cases, there is potential for significant disagreement between the owner or resident on whose property a nuisance exists and the Health Officer or other Health Department staff regarding the existence and appropriate abatement of a nuisance.
- d. In such cases and other circumstances, the Health Department and Health Officer might require the assistance of the County Sheriff in investigating and assuring abatement of a nuisance or taking a person or property into custody under ORS 433.022.

**Multnomah County Ordains as follows:**

**Section 1.     § 15.226 is amended as follows**

**15.226 Definitions.**

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

***ABANDONED VEHICLE.*** Any vehicle which reasonably appears to be inoperative, wrecked, discarded, abandoned or totally or partially dismantled.

***DESIGNEE.*** Person or persons authorized by the Health Officer or Sheriff to fulfill their respective functions.

***EXPLOSIVE.*** A chemical compound, mixture or device that is used or intended to be used for the purpose of producing a chemical reaction resulting in a substantially instantaneous release of gas and heat, including but not limited to dynamite, blasting powder, nitroglycerin, blasting caps and nitrojelly, but excluding fireworks as defined by state law, black powder, smokeless powder, small arms ammunition and small arms ammunition primers.

**GARBAGE.** All animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of food.

**HEALTH OFFICER.** That person in the county Department of Health, or an agent with the authority of the local Health Officer under state law.

**HEARINGS OFFICER.** That person appointed by the Board to preside at hearings held under § 15.231.

**INTERSECTION.** The area embraced within the prolongation or connection of the lateral curblines or, if none, then of the lateral boundary lines of two or more streets or highways which join one another at an angle, whether or not one street or highway crosses the other.

**LIQUID WASTE.** Waste oil, septic tank pumping, liquid industrial wastes or other similar material.

**NUISANCE.** Any condition or practice causing or capable of causing an unreasonable threat to the public health, safety and welfare in the circumstances, ~~but does not include~~ not including noise, provided, however, that anything defined as a nuisance in § 15.229 shall be a nuisance.

**OWNER.** Any person having a legal interest in real or personal property or any person in possession or control of real or personal property, and excludes any person whose interest is for security only.

**RADIOACTIVE SUBSTANCE.** A substance which emits radiation in the form of gamma rays, X-rays, alpha particles, beta particles, neutrons, protons, high-speed electrons and other nuclear particles, but radiation does not include sound waves, radio waves, visible light, infrared light or ultraviolet light.

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**VECTOR.** ~~Any insect organism~~ Any non-human animal, including but not limited to insects (flies, fleas, ticks, and mosquitoes, etc.), birds and rodents capable of bearing or carrying a disease transmittable to human beings.

**VEHICLE.** Any device which is designed or used for transporting people, goods or property upon a public street or roadway, including but not limited to a body, engine, transmission, frame or other major parts, but does not include a device propelled by human power, such as a bicycle, or a device operated exclusively upon fixed rails or tracks.

**Section 2.**      **§ 15.230 is amended as follows**

**15.230 Inspection And Abatement.**

(A)    The ~~health officer~~ Health Officer, or designee, or Sheriff or designee may enter any property or building at any reasonable time for the purpose of inspection or enforcing this subchapter. Except when an emergency exists, the ~~health officer or~~ Health Officer, Sheriff or designee, shall obtain the consent of the owner or a court warrant before entering private property or a private building.

(B)    As used in this section, an emergency exists when the ~~h~~Health ~~o~~fficer or Sheriff has reasonable cause to believe that a nuisance ~~constitutes an~~ requires prompt remediation to avoid a clear and immediate and active danger to individuals or to the public health, safety and welfare.

(C)    An investigation may be conducted whenever the ~~h~~Health ~~o~~fficer or Sheriff ~~receives a complaint~~ becomes aware that a nuisance exists.

(D)    Whenever it appears there is reasonable cause to believe that a nuisance exists, ~~or upon receipt of declaration from the h~~Health ~~o~~fficer, ~~the~~ or Sheriff shall provide written notice to the owner of the existence of the nuisance and shall demand abatement within 30 days from the date of the written notice, or such lesser time as may be set by the Health Officer or Sheriff to protect the public health, safety and welfare. The notice shall describe with reasonable certainty the property, the nature of the nuisance and the action necessary to abate the nuisance, and shall inform the owner of the owner's rights under §§ 15.231 and 15.232, and the procedure by which the owner may contact the ~~Sheriff~~ Health Officer ~~notice provider~~ for more information.

(E)    In an emergency, the ~~h~~Health ~~o~~fficer or Sheriff may order immediate abatement of a nuisance. The Health Officer or Sheriff shall give notice of the requirement for immediate abatement to the owner.

(F)    In an emergency, and in lieu of action under division (E) of this section, the ~~h~~Health ~~o~~fficer or Sheriff may proceed with immediate abatement of the nuisance. The ~~h~~Health ~~o~~fficer or Sheriff shall then immediately send written notice of abatement to the owner of the property.

(G)    In a situation in which the property owner has refused to abate a nuisance, or has taken or threatened action that gives the Health Officer probable cause to believe such action will comprise a danger to Health Department staff, any involved contractors, other individuals or the public generally, the Health Officer may request the assistance of the Sheriff in carrying out necessary investigation, abatement or enforcement actions as ordered by the Health Officer under Section 8, 15.230 § 15.230 or a Hearings Officer under Section 15.230 § 15.231 of this Chapter.

(H)    Unless the Sheriff has probable cause to believe that the Health Officer's assessment of danger is in error, or unless there are conflicting legal requirements, the Sheriff will immediately provide assistance as requested by the Health Officer.

**Section 3.**      **§ 15.231 is amended as follows**

**15.231 Appeals And Hearings.**

(A) Any person receiving a notice under § 15.230(D), (E) or (F) may request a hearing by writing the Health Officer or Sheriff~~person who sent the notice~~ within seven days of the date of the notice.

(B) The ~~hHealth eOfficer or Sheriff~~ shall, upon receipt of request for a hearing, promptly notify the hearings officer who shall set a time and place for the hearing at the earliest possible time and shall promptly notify the person requesting the hearing as to the time and place for the hearing. Notice may be by any means of giving actual notice. Notice may also be given to such persons as the hearings officer may determine to be interested persons.

(C) The person requesting the hearing and the ~~hHealth eOfficer or Sheriff~~ may make argument, submit testimony, cross examine witnesses and submit rebuttal evidence on the pertinent issues. Any party may be represented by counsel.

(D) All hearings shall be recorded in a manner which will allow for written transcription to be made and all materials submitted at the hearing shall be retained by the hearings officer for a period of two years.

(E) Failure of the person requesting the hearing to appear at the hearing shall constitute a waiver of the right to a hearing.

(F) After the hearing, the hearings officer shall issue and mail a copy of the order determining the question within 15 days from the date of the hearing, or any continuance thereof not to exceed 15 days, to the person requesting hearing and the ~~hHealth eOfficer or Sheriff~~.

(G) If the hearings officer finds the nuisance to exist, the order shall set a date for abatement to be accomplished by the owner.

(H) If the hearings officer determines that anything removed under § 15.230(F) no longer constitutes a nuisance or can be released upon such condition as the hearings officer may prescribe that will eliminate the nuisance, the person requesting the hearing may claim it upon paying the expense incurred in its removal and storage.

(I) If the hearings officer determines there was a wrongful abatement under § 15.230(F), the hearings officer may order the ~~hHealth eOfficer or Sheriff~~ to make reasonable restitution.

~~(J) All hHearings under this subsection involving the Health Officer shall be conducted in accordance with applicable portions of ORS 183.413 to ORS 183.470.~~

**Section 4.**      **§ 15.233 is amended as follows:**

**15.233 Abatement By Owner Required.**

Failure of the owner to abate the nuisance within 30 days as provided by § 15.229~~230~~(D) or within the time set by the hearings officer under § 15.231 shall be a violation under this subchapter, and a county offense under ORS 203.810.

Penalty, see § 15.999

**Section 5.**      § 15.234 is amended as follows:

**15.234 Abatement By County; Costs; Waiver; Lien.**

(A) If an owner fails to abate a nuisance as required under this subchapter, the hHealth eOfficer or Sheriff may cause abatement of the nuisance. Accurate record of the abatement costs shall be kept and shall include a surcharge of 25% of the cost of the abatement for administrative overhead. A billing for the amount of the costs shall be forwarded by certified or registered mail, return receipt requested, to the owner. Payment shall be due to the hHealth eOfficer or Sheriff within 30 days from the date of the billing.

(B) The cost of abating a nuisance may be waived ~~for low income, elderly or disabled persons, if or reduced based upon timely application it appears to the Sheriff that the following conditions are met:~~ rules adopted by the Health Department or Sheriff.

~~(1) The owner is disabled or over 65 years of age, and, if single, had an income during the preceding calendar year from all sources of less than \$3,600, or, if the head of a family, had an income during the preceding calendar year from all sources of less than \$5,400; and~~

~~(2) The owner is living on the property from which the nuisance is to be abated.~~

(C) Applications for waiver of nuisance abatement costs shall be filed with the hHealth eOfficer or Sheriff on forms supplied by the county within ten days from the date of notice of the amount of cost of abatement. All information required to be given on the forms shall be supplied by and verified by the applicant. An application for waiver of nuisance assessment costs must be submitted for each cost of abatement notice sent to the applicant.

(D) The Board shall file a lien against the property if payment is not made as provided in divisionsubsection (A) of this section or waived under divisionsubsection (B) of this section.

(E) The lien provided for in divisionsubsection (D) of this section shall be given priority over all liens except those for taxes and assessments and shall include interest at the legal rate accruing from the date billing is sent to the owner of property.

(F) The lien provided for in divisionsubsection (D) of this section shall be foreclosed in the manner prescribed by state law for the enforcement of liens and collection of assessments.

**Section 6.**      § 15.236 is amended as follows:

**15.236 Administration And Enforcement.**

(A) The hHealth eOfficer and Sheriff shall be responsible for the administration and enforcement of this subchapter.



(B) The ~~h~~Health ~~e~~Officer and Sheriff shall have authority to administer oaths, certify all official acts, issue citations, subpoena and require the attendance of witnesses and production of relevant documents at hearings before the hearings officer and take testimony of any person by deposition.

(C) The ~~h~~Health ~~e~~Officer and Sheriff may adopt rules necessary for the administration and enforcement of this subchapter.

FIRST READING:

June 28, 2007

SECOND READING AND ADOPTION:

July 12, 2007

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

Jacqueline A. Weber  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Lillian Shirley, Health Department Director



# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-12  
Est. Start Time: 11:05 AM  
Date Submitted: 06/27/07

**Agenda Title:** Briefing on the Integration of Health and Housing

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 30 minutes  
Department: Health Division: Community Health Services  
Contact(s): Lila Wickham, Marissa Madrigal  
Phone: 503-988-3400 Ext. 22404 I/O Address: 420 / 1 / ENV  
Presenter(s): Commissioner Jeff Cogen and Lila Wickham

### General Information

#### 1. What action are you requesting from the Board?

Support implementation of a resolution to: 1) create health and housing related codes for unincorporated areas; 2) improve tenant access to culturally and linguistically appropriate information, resources and services related to tenant rights and responsibilities, 3) improve educational opportunities for landlords and 3) incorporate environmental health and housing as a focus area of the health disparities taskforce.

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

In May 2007, Multnomah County Environmental Health hosted a day long Healthy Homes Summit to: generate an understanding of the connections between health and housing, identify the strengths and weaknesses of the current affordable housing infrastructure, create a venue for providing input into public policy related to housing.

#### Findings Include:

- Only the City of Portland has enforceable housing codes in Multnomah County.
- Educational resources for landlords and tenants are lacking

- A stronger connection between health and housing needs to be created in public policy
- Balancing the availability of affordable housing with increased construction and remodeling costs is a significant challenge
- The need and will exists to make progress on connecting health with housing
- Lack of affordable and healthy housing increases health disparities

This change affects Program Offer #40037 and would enhance the current program services and protect community health and livability.

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

There is no fiscal impact for the 2007-2008 budget year. A Program Offer would need to be generated in FY 09 to support code enforcement in the unincorporated area. An application has been submitted to the Center for Disease Control to support the staffing required to convene stakeholders and create educational materials for landlords and tenants.

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

The Multnomah County Board of County Commissioners has the authority to create a housing ordinance in the unincorporated area of Multnomah County. A venue for outreach to impacted stakeholders in the unincorporated areas of Multnomah County needs to be assured.

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

An advisory group comprised of ten representatives from community-based, city and county programs guides the Multnomah County Environmental Health Services health and housing work. This advisory group assisted in the conceptual development of the Healthy Homes Summit and, as noted, over sixty health and housing representatives met to create the recommendations presented today.

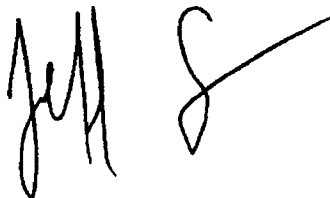
The Multnomah County Environmental Health Services is working with the City of Portland on the City Commission's Quality Rental Housing Workgroup. This workgroup is currently assessing health and safety issues related to affordable rental housing and will subsequently make recommendations to Portland City Council related to city code.

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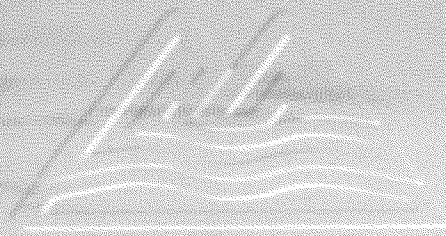
**Required Signature**

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



**Date:** 06/27/07



# Multnomah County Environmental Health

## Healthy Housing Briefing

*Lila Wickham, RN*

*Greig Warner, REHS*

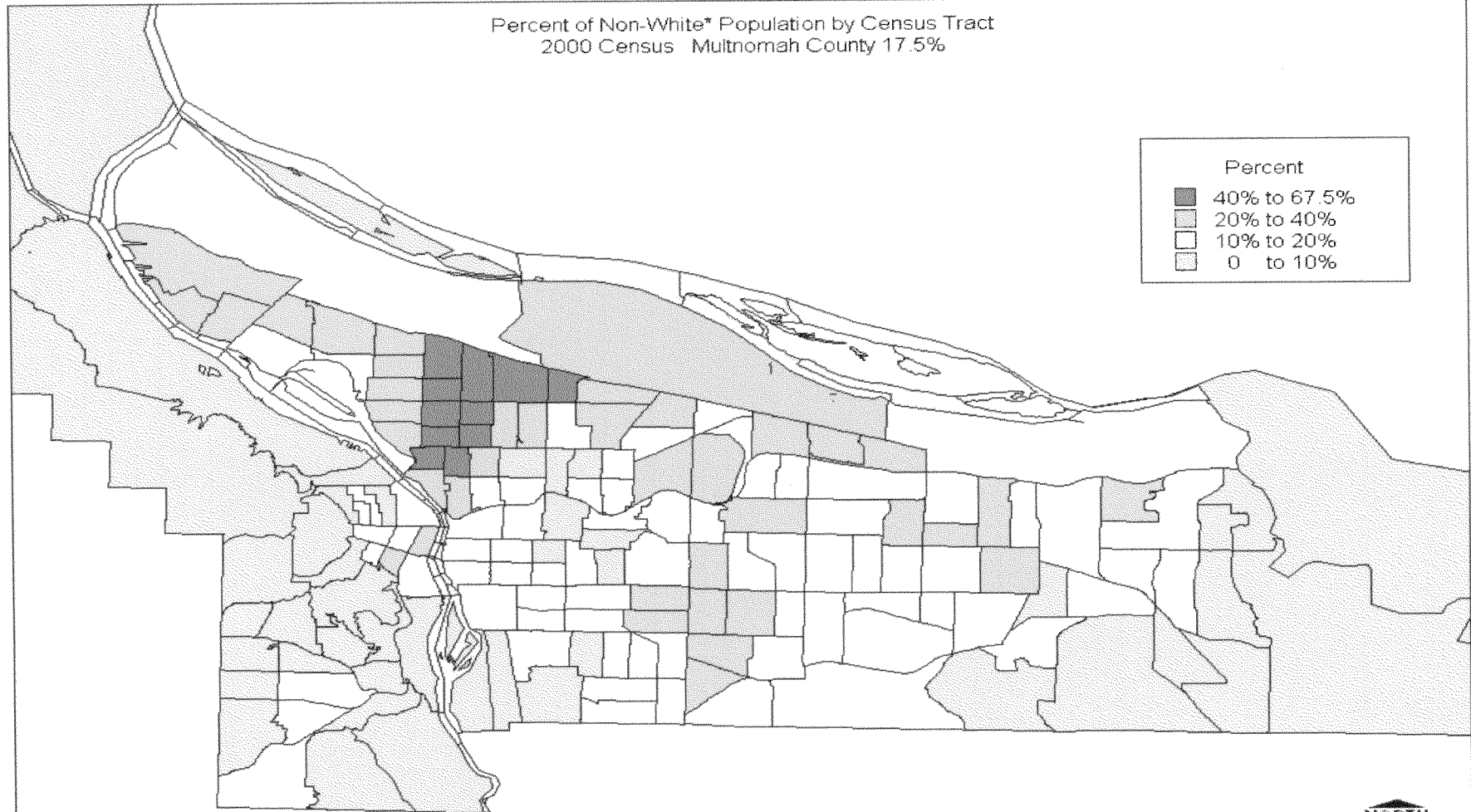
July 12, 2007



# The Genesis of Healthy Homes

Partnering with the community to identify priority environmental concerns from a community perspective in an environmental justice model. 2002

# People of Color



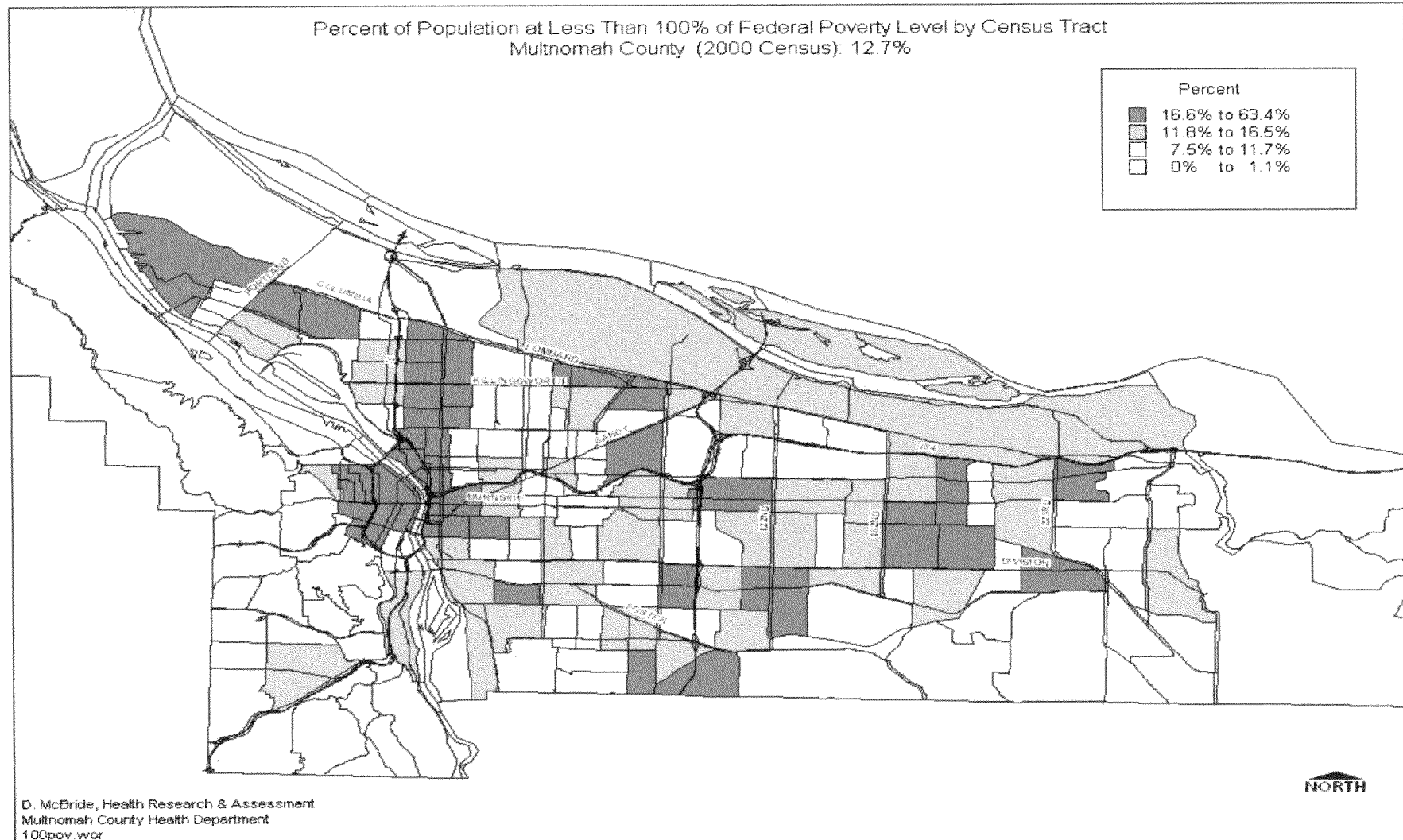
D. McDride, Health Research & Assessment  
Multnomah County Health Department  
Non-white 2000a.wor

\*Non-White Population: One race only. Includes African American, American Indian, Asian, Pacific Islander, and Other race.

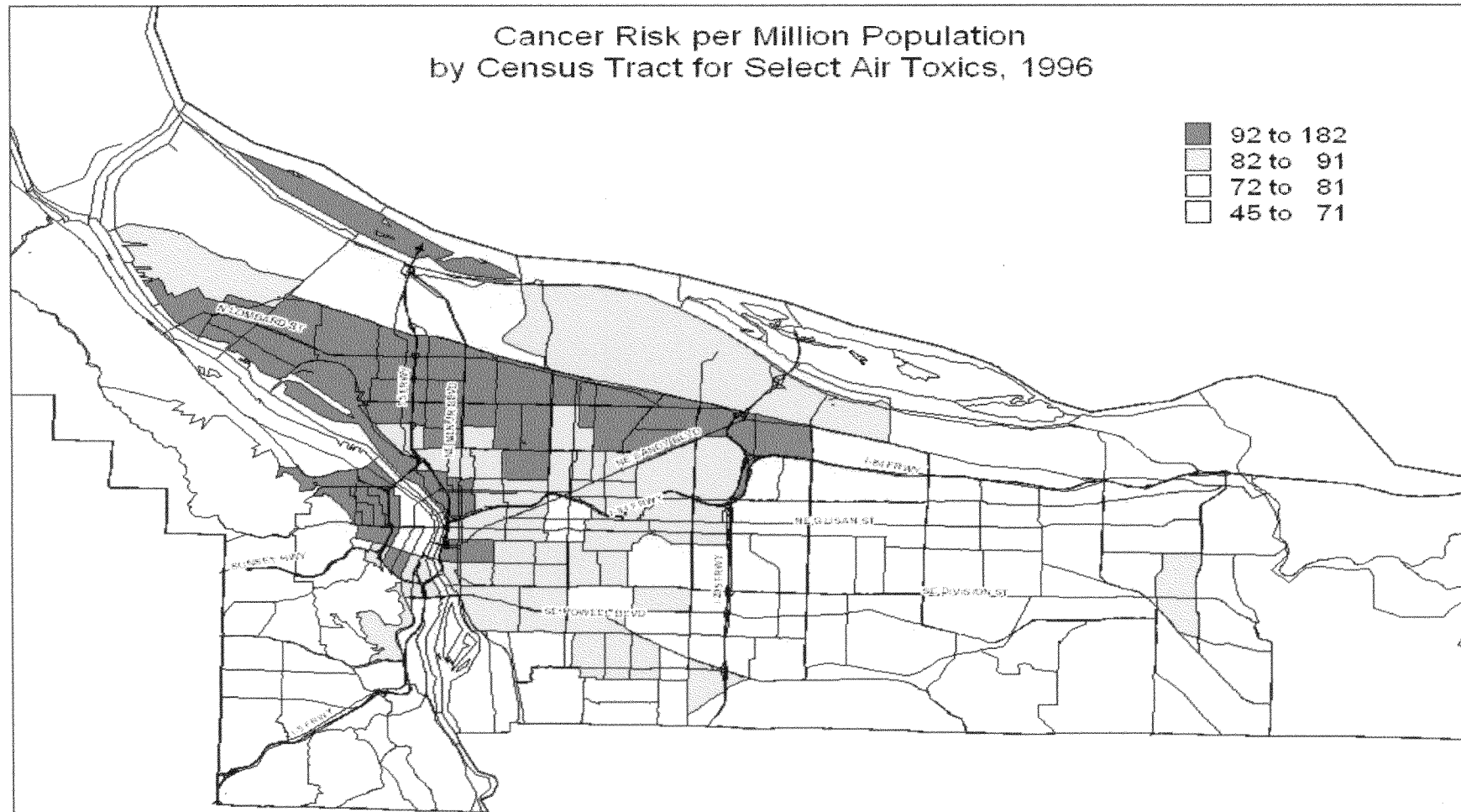
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# People in Poverty



# Exposure to multiple environmental problems



Analysis by National Air Toxics Assessment, 2002



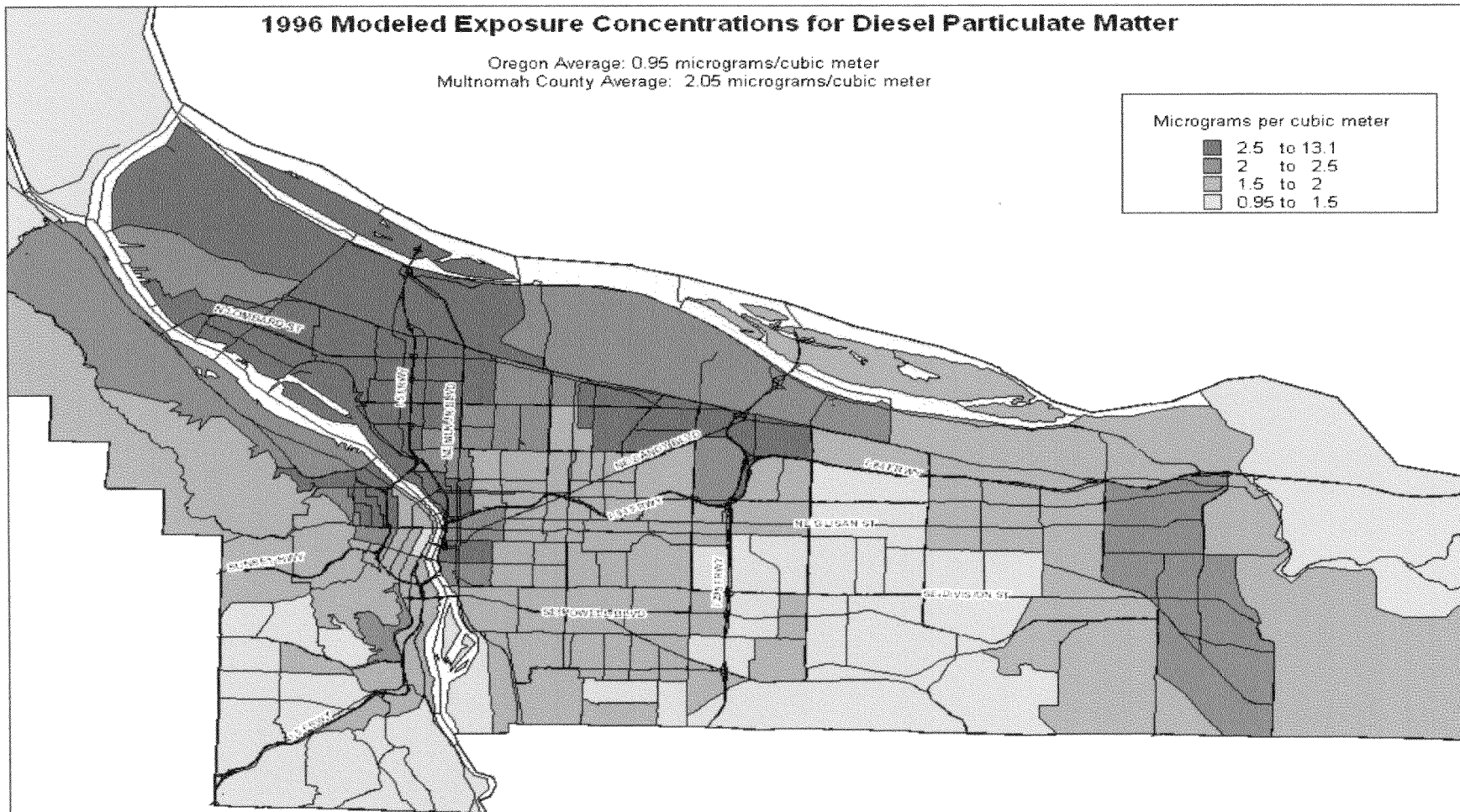
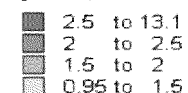


# Exposure to multiple environmental problems

## 1996 Modeled Exposure Concentrations for Diesel Particulate Matter

Oregon Average: 0.95 micrograms/cubic meter  
Multnomah County Average: 2.05 micrograms/cubic meter

Micrograms per cubic meter



Source: EPA, 1996 National Air Toxics Assessment Exposure and Risk Data

NORTH

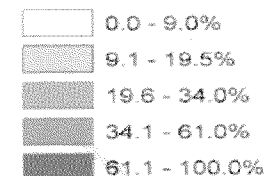
# Cost Burdened Households with an Ethnic Minority Householder

**(Map 14) Cost-burdened Households with an Ethnic Minority Householder**  
by Census Tract, Multnomah County: 2000

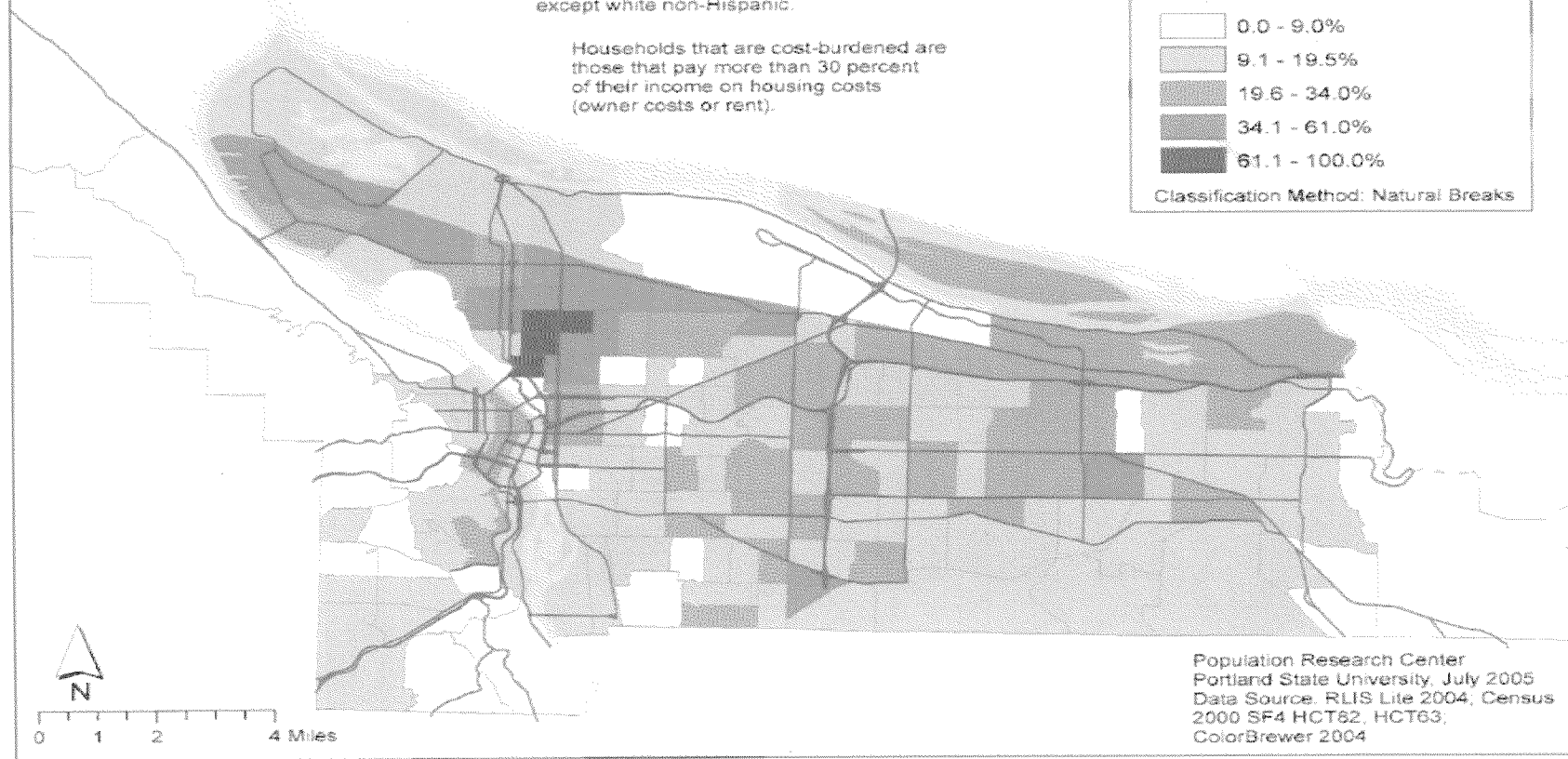
Ethnic minorities include all racial/Hispanic groups except white non-Hispanic.

Households that are cost-burdened are those that pay more than 30 percent of their income on housing costs (owner costs or rent).

**Percent of all  
Cost-burdened Households**

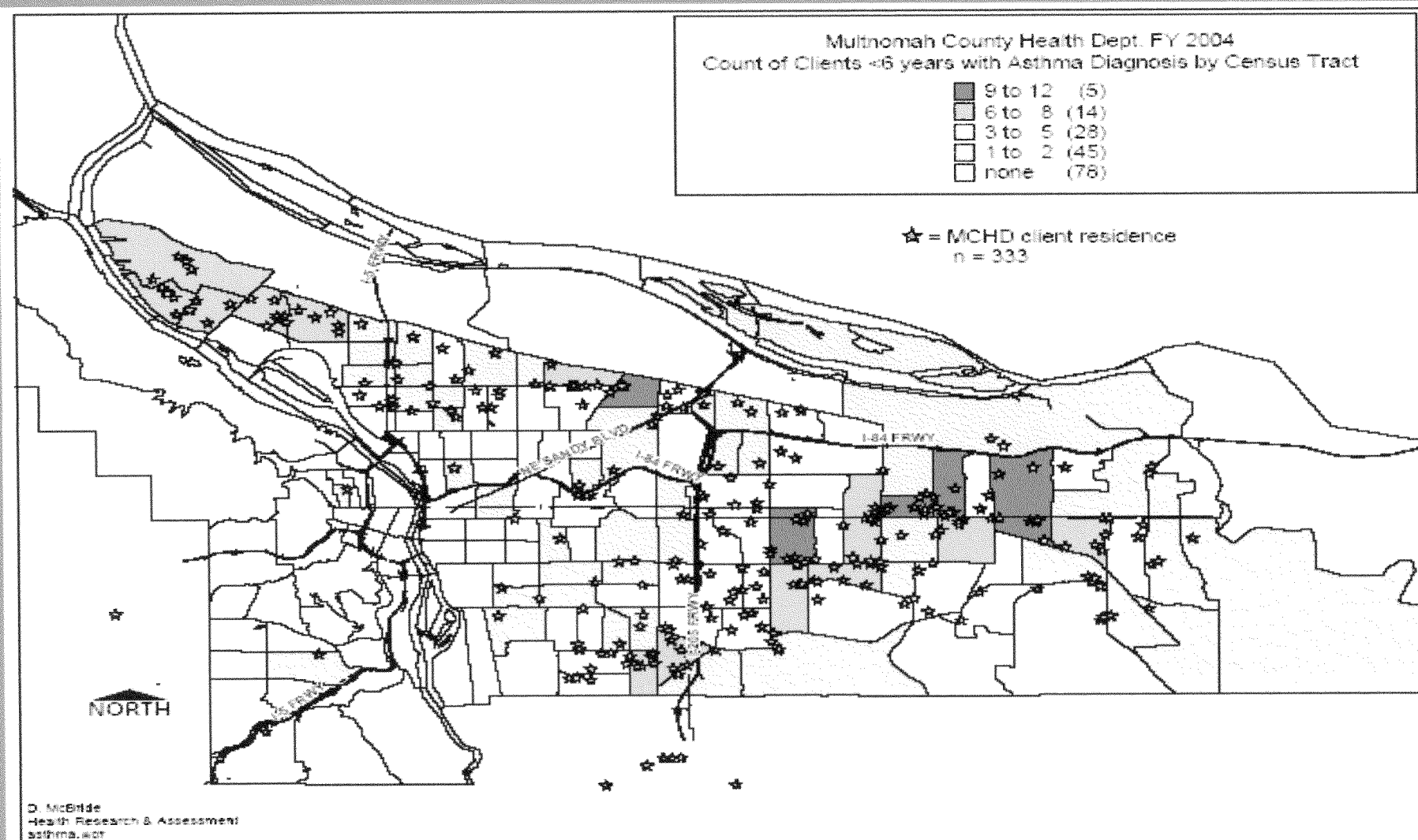


Classification Method: Natural Breaks





# Asthma Mapping



# The Goal of Healthy Homes

- Support families in identifying asthma triggers and prioritizing interventions to improve health and quality of life
- Focus on low income families of color to support overcoming health inequities
- Revise public policy to support the intersection between health and housing



# Linking Housing to Health

Substandard housing conditions are intimately linked with three of the leading pediatric health concerns:

- Asthma
- Lead poisoning
- Household Injuries

Estimated 40% of doctor diagnosed asthma is due to residential exposure



# Asthma Triggers

- Tobacco Smoke
- Moisture (Mold)
- Pests (Cockroaches, Rodents)
- Fragrances (Candles, Air Fresheners)
- Dust Mites
- Animal Dander



# Multi Family Dwelling Inspections

## City of Portland

- 39% potential air quality citations (water leakage, mold, mildew, ventilation)
- 23% insect or rodent infestation citations
- 17% trash/debris/unsanitary condition citations
- 5% bare wood exposed citations (potential lead issues)

\*Approximately 311 Inspected, July '03 – June '04



# Healthy Homes Preliminary Findings 36 Dwellings

- Over half of households had mold/ moisture/ ventilation problems
- One-quarter had evidence of past or present roach or rodent infestation
- Over one-quarter had old, dirty carpet



# Rental Units with Structural Problems By Cause

- 58.9% at least partially beyond the control of the occupant
- 5.3% occupant use
- 36.8% unknown

19 of first 36 dwellings



# American Housing Survey

## Portland Metro Area, 2002

- 8% reported severe or moderate physical problems (7000 families)
- 12% reported water leakage from an interior source
- 11% reported water leakage into units from the outside
- 6% reported problems with rats, mice, or other rodents

Among occupied rental housing units



# Community Alliance of Tenants Survey

**Half of respondents reported problems  
with mold**

Other common problems:

- Leaks from roofs, ceilings and windows
- Broken heaters
- Insect infestations
- Rodent problems
- Electrical and plumbing problems



# What is Mold?

- Member of the Fungi Kingdom
- Plants without Chlorophyll
- Break down their substrate for food
- Grand recyclers of nature

**Many are quite beneficial –**  
yeasts, mushrooms, penicillin, etc.



# Health Effects: Is Mold Dangerous?

Toxic Effects - Fatigue, Nausea, Headaches,  
Lung and Eye Irritation

Death of Infants in Cleveland in the  
1990's: Ascribed to Slime Mold, *Stachybotrys  
chartarum*.

- Several other factors involved, eg.  
secondhand smoke, etc. (Not confirmed)
- Many molds produce potent mycotoxins  
which are identical to those produced by  
*Stachybotrys chartarum*

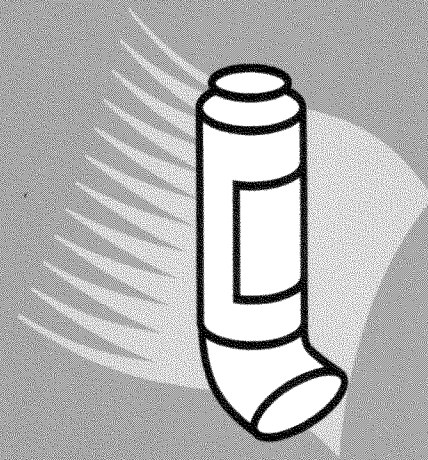


# Immunological Effects

(Sensitization and Reaction)

## Effects:

- Asthma
- Hypersensitivity Pneumonitis
- Allergic Rhinitis
- Dermatitis (Rash)



## Reactions can result from:

- Any part of mold: Body parts, Spores or Chemicals
- Living or Dead



# Immunological Effects

(Sensitization and Reactions)

**We can become sensitized  
over time  
to most any mold,  
even at very low exposures.**



# Immunological Effects

## (Sensitization and Reaction)

### **Factors:**

Levels of exposure, length of exposure, personal susceptibility, etc.

- One can safely say it is unsafe for asthmatics to be exposed to mold
- Since molds may initiate asthma, it is probably safe to say that it is unsafe for any child to be exposed to mold



# Surface Contamination

- **Human activity**

- Overcrowding (Seldom the cause of mold problems)

- **Inadequate ventilation**

- Kitchen vents that do not remove water – very common
  - Bathroom ventilators that are inoperable or inadequate
  - Clothes Dryer not adequately vented

- **Telltale sign**

- Sweating windows

- **Size Matter\***

- Volume of Air vs. Surface Area



# Solution to Confined, Surface Contamination

- ✓ Add more ventilation
- ✓ Increase air circulation
- ✓ Avoid dead air spaces
- ✓ Add a good dehumidifier
- ✓ Change habits





# Mold Testing

Usually not necessary, nor helpful...

- May be use to show that mitigation has been successful
- Always need to take outside readings to compare with inside readings



# Public Policy Solutions to Advance Healthy Housing

- Forge coalitions in the community
- Pursue stronger regulations and better enforcement
- Raise awareness among community organizations and developers
- Engage market forces for change
- Focus further research and advocacy on effective, achievable public policy



# Recommendations

- Create health and housing related codes for unincorporated areas
- Improve tenant access to information, education and services
- Increase educational opportunities for landlords
- Include environmental health and housing as a focus area of the health disparities taskforce



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 07/12/07  
Agenda Item #: R-13  
Est. Start Time: 11:30 AM  
Date Submitted: 06/19/07

**Agenda Title:** PROCLAMATION Proclaiming July 15th through July 21st, 2007 as Probation, Parole and Community Supervision Officers' Week in Multnomah County, Oregon

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

Requested Meeting Date: July 12, 2007 Amount of Time Needed: 30 minutes  
Department: Community Justice Division:  
Contact(s): Robb Freda-Cowie  
Phone: 503 988-5820 Ext. 85820 I/O Address: 503/250  
Presenter(s): Steve Liday

### General Information

**1. What action are you requesting from the Board?**

We request that the Board proclaim July 15th, 2007 through July 21st, 2007 as Probation, Parole and Community Supervision Officers' Week in Multnomah County, Oregon.

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

During the week of July 15th through July 21st, 2007, the American Probation and Parole Association will sponsor Probation, Parole & Community Supervision Officers' Week. This celebration recognizes the work that probation, parole and community supervision officers do to protect public safety and help offenders become productive citizens.

The Department of Community Justice's probation and parole officers, juvenile court counselors, juvenile custody services specialists, corrections counselors and technicians (and all the other staff that make their work possible) – as well as our volunteers and interns – play an essential role in our public safety system. They hold offenders accountable for their behavior, address the factors that drive criminal activity and they put juvenile and adult offenders back on the road to being contributing members of society. These county employees selflessly put themselves in potential

danger when they visit offenders in the community or supervise offenders in detention.

Over the past year, DCJ staff have:

- Discovered and stopped the sex offenders from using Myspace to find new victims;
- Supervised more than 3,000 defendants in the community who would otherwise be in jail;
- Arrested violent fugitives as part of a coordinated task force with the US Marshals Service;
- Helped 48 drug dependent mothers deliver healthy, drug-free infants;
- Enabled more than 50 offenders to obtain GEDs.

They have also been catalysts that have helped addicted and mentally ill offenders obtain needed treatment, victims receive restitution and community members find information they can use to keep their neighborhoods safe.

The work that community supervision officers do is often unacknowledged, but without them, our communities would be much less safe and our criminal justice system would be much more expensive.

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

None.

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

None.

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

N/A

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**Required Signature**

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

*Steve Liday*

**Date: June 19, 2007**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. \_\_\_\_\_**

Proclaiming July 15th through July 21st, 2007 as Probation, Parole and Community Supervision Officers' Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. Community corrections is an essential part of the criminal justice system; and
- b. Department of Community Justice (DCJ) professionals uphold the law with dignity and affirm the right of the public to be safe-guarded from criminal activity; and
- c. DCJ staff are responsible for supervising approximately 9,000 adult and 500 juvenile offenders in Multnomah County; and
- d. DCJ staff hold adult and juvenile offenders accountable; and
- e. DCJ staff protect public safety with care and concern – they are trained professionals who arrange or provide prevention, intervention and behavior-change services to offenders, which are effective in reducing criminal behavior and recidivism; and
- f. DCJ staff work in partnership with law enforcement partners and community agencies and groups; and
- g. DCJ staff provide services, support, and protection for victims; and
- h. DCJ staff support victims and advocate for the restoration of communities harmed by crime and delinquent behavior.

**The Multnomah County Board of Commissioners Proclaims:**

July 15th through 21st, 2007 is proclaimed PROBATION, PAROLE and COMMUNITY SUPERVISION OFFICERS' WEEK in Multnomah County, Oregon, in honor, recognition and respect for the dedication and contributions of the County's Community Justice Officers and staff.

ADOPTED this 12th day of July, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 07-131**

Proclaiming July 15th through July 21st, 2007 as Probation, Parole and Community Supervision Officers' Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. Community corrections is an essential part of the criminal justice system; and
- b. Department of Community Justice (DCJ) professionals uphold the law with dignity and affirm the right of the public to be safe-guarded from criminal activity; and
- c. DCJ staff are responsible for supervising approximately 9,000 adult and 500 juvenile offenders in Multnomah County; and
- d. DCJ staff hold adult and juvenile offenders accountable; and
- e. DCJ staff protect public safety with care and concern – they are trained professionals who arrange or provide prevention, intervention and behavior-change services to offenders, which are effective in reducing criminal behavior and recidivism; and
- f. DCJ staff work in partnership with law enforcement partners and community agencies and groups; and
- g. DCJ staff provide services, support, and protection for victims; and
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ADOPTED this 12th day of July, 2007.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair