

ANNOTATED MINUTES

Tuesday, July 2, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Commissioners Gary Hansen and Tanya Collier present, Commissioner Sharron Kelley excused, and Vice-Chair Dan Saltzman arriving at 9:38 a.m.

CHAIR STEIN INTRODUCED LINCOLN HIGH SCHOOL JUNIOR JASON FRANKLIN, SUMMER INTERN WORKING WITH CAROL WIRE TO ESTABLISH A YOUTH ADVISORY BOARD FOR THE MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 Appointment of Terri Naito to the MULTNOMAH COUNTY LIBRARY BOARD

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER Authorizing Execution of Deed D961301 Upon Complete Performance of a Contract to Howard Pulliam and Carlos Billingsley

ORDER 96-118.

- C-3 ORDER Authorizing Execution of Deed D961336 Upon Complete Performance of a Contract to Eileen M. Thompson

ORDER 96-119.

- C-4 Supplement 9 to Intergovernmental Agreement 30128-87 with the City of Wood Village, for Street Maintenance Services on Certain City Streets
- C-5 Supplement 9 to Intergovernmental Agreement 30129-87 with the City of Troutdale, for Street Maintenance Services on Certain City Streets
- C-6 Supplement 9 to Intergovernmental Agreement 30130-87 with the City of Fairview, for Street Maintenance Services on Certain City Streets

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 Intergovernmental Agreement 100307 with Oregon Health Sciences University, to Purchase Adult Mental Health Psychiatric Consultation, Community Outpatient, Crises and Acute Care, and Alcohol and Drug Psychiatric Consultation Services
- C-9 Intergovernmental Agreement 101337 with Tri-Met, Providing Transportation Services for Persons with Developmental Disabilities
- C-10 Intergovernmental Revenue Agreement 102177 with the Housing Authority of Portland, Providing Alcohol and Drug Free Transitional Housing for Women in Recovery and Their Children

REGULAR AGENDA

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 ORDER Restricting Vehicular Traffic from NE Glisan Street Between NE 242nd Avenue and NE 223rd Avenue for the Reconstruction of NE Glisan Street

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. JOHN DORST EXPLANATION. ORDER 96-120 UNANIMOUSLY APPROVED.

R-3

First Reading and Adoption of an ORDINANCE Amending the Sectional Zoning Maps by Applying the Protected Aggregate and Mineral Resource (PAM) Zoning Overlay District to Lands In and Adjacent to the Angell Brothers Protected Mineral and Aggregate Site, Located in the West Hills Rural Area West of Highway 30 and the Sauvie Island Bridge, and Declaring an Emergency

Commissioner Dan Saltzman arrived at 9:38 a.m.

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING AND ADOPTION. GORDON HOWARD EXPLANATION. ARNOLD ROCHLIN TESTIMONY IN SUPPORT. HANK McCURDY AND COLLEEN RUGH TESTIMONY IN OPPOSITION. MR. HOWARD EXPLANATION OF CONDITIONAL USE PERMIT APPLICATION PROCESS IN RESPONSE TO CONCERNS OF MR. McCURDY AND MS. RUGH. MR. HOWARD RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND COMMENTS IN SUPPORT OF THE COLLABORATIVE EFFORTS OF SKIP ANDERSON OF ANGELL BROTHERS, ARNOLD ROCHLIN AND JOHN SHERMAN OF FRIENDS OF FOREST PARK, AND LAND USE PLANNING STAFF IN WORKING TOWARDS A NEGOTIATED SOLUTION TO THE PROPOSED EXPANSION. ORDINANCE 858 UNANIMOUSLY APPROVED.

The regular meeting was adjourned at 10:00 a.m. and the executive session convened at 10:05 a.m.

Tuesday, July 2, 1996 - 10:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR AGENDA)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

E-1

The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Labor Negotiations with the Multnomah County Prosecuting

Attorneys Association for a Successor to the 1993-96 Agreement.
Presented by Kenneth Upton.

EXECUTIVE SESSION HELD.

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

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

DEBORAH L. BOGSTAD

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 1 1996 - JULY 5, 1996

Tuesday, July 2, 1996 - 9:30 AM - Regular Meeting Page 2

Tuesday, July 2, 1996 - 10:00 AM - Executive Session..... Page 3

Thursday, July 4, 1996 HOLIDAY - COUNTY OFFICES CLOSED

Tuesday's regular meeting of the Multnomah County Board of Commissioners will be taped and can be seen by Cable subscribers in Multnomah County at the following times:

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, July 2, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Appointment of Terri Naito to the MULTNOMAH COUNTY LIBRARY BOARD*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 *ORDER Authorizing Execution of Deed D961301 Upon Complete Performance of a Contract to Howard Pulliam and Carlos Billingsley*
- C-3 *ORDER Authorizing Execution of Deed D961336 Upon Complete Performance of a Contract to Eileen M. Thompson*
- C-4 *Supplement 9 to Intergovernmental Agreement 30128-87 with the City of Wood Village, for Street Maintenance Services on Certain City Streets*
- C-5 *Supplement 9 to Intergovernmental Agreement 30129-87 with the City of Troutdale, for Street Maintenance Services on Certain City Streets*
- C-6 *Supplement 9 to Intergovernmental Agreement 30130-87 with the City of Fairview, for Street Maintenance Services on Certain City Streets*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 *Intergovernmental Agreement 100307 with Oregon Health Sciences University, to Purchase Adult Mental Health Psychiatric Consultation, Community Outpatient, Crises and Acute Care, and Alcohol and Drug Psychiatric Consultation Services*
- C-9 *Intergovernmental Agreement 101337 with Tri-Met, Providing Transportation Services for Persons with Developmental Disabilities*
- C-10 *Intergovernmental Revenue Agreement 102177 with the Housing Authority of Portland, Providing Alcohol and Drug Free Transitional Housing for Women in Recovery and Their Children*

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *ORDER Restricting Vehicular Traffic from NE Glisan Street Between NE 242nd Avenue and NE 223rd Avenue for the Reconstruction of NE Glisan Street*
- R-3 *First Reading and Adoption of an ORDINANCE Amending the Sectional Zoning Maps by Applying the Protected Aggregate and Mineral Resource (PAM) Zoning Overlay District to Lands In and Adjacent to the Angell Brothers Protected Mineral and Aggregate Site, Located in the West Hills Rural Area West of Highway 30 and the Sauvie Island Bridge, and Declaring an Emergency*
-

Tuesday, July 2, 1996 - 10:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR AGENDA)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

EXECUTIVE SESSION

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Labor Negotiator Consultation Concerning Labor Negotiations with the Multnomah County Prosecuting Attorneys Association for a Successor to the 1993-96 Agreement. Presented by Kenneth Upton. 45 MINUTES REQUESTED.*

SHARRON KELLEY
Multnomah County Commissioner
District 4



Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5213

MEMORANDUM

TO: Clerk of the Board
Board of County Commissioners

FROM: Andrew Mooney, Commissioner Kelley's Office

RE: Absence from July 2, 1996 BCC Board meeting

DATE: June 25, 1996

Commissioner Kelley cannot attend the July 2nd, 1996 BCC Board meeting at 9:30 am due to a prior commitment.

SEK:atm

BOARD OF
COUNTY COMMISSIONERS
96 JUN 25 AM 11:43
MULTNOMAH COUNTY
OREGON

MEETING DATE: JUL 02 1996

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Library Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 7/2/96

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

Appointment of Terri Naito to the Library Advisory Board to fill the unexpired term of deceased Board member, Bill Naito. Term ending 9/30/97.

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

SUGGESTED AGENDA TITLE:

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

MULTNOMAH COUNTY
LIBRARY



205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: (503)248-5402 • FAX: (503)248-5441

Ginnie Cooper, Director of Libraries

RECEIVED

JUN 20 1996

June 19, 1996

MULTNOMAH COUNTY CHAIR

Beverly Stein, Multnomah County Chair
Multnomah County Board of Commissioners
1120 SW 5th Avenue, Room 1515
Portland, OR 97204

To fill remaining term of
term - 9/30/97 or
full 4-year term.

Dear Chair Stein:

SUBJECT: Recommendation for Library Board Appointment

Acting unanimously on the report of the Library Board's nominating committee, the Library Board asked me to let you know their recommendation of **Terri Naito** to fill the vacancy on the Library Board created by Bill Naito's recent death. I have sent Terri a copy of the Multnomah County interest form application for citizen advisory boards. When she returns it I will forward the completed form to your office. Additional applicants for this vacancy were not solicited.

Terri Naito would be a valuable addition to the Library Board. Terri is very interested in serving the Library and the County by being a member of the Library Board. The Library Board nominating committee is especially pleased to have a member of the Naito family who is eager to continue Bill Naito's involvement with the library.

If you have questions about the Library Board's recommendation, please contact me or newly-elected Library Board Chair Cliff Carlsen. Thank you for allowing the Library Board to make this recommendation to you to fill the vacancy on the Library Board.

Sincerely,

Ginnie Cooper
Director of Libraries

cc: Terri Naito

MEETING DATE: JUL 0 2 1996

AGENDA NO: C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Deed to contract purchaser for completion of Contract #15602
(Property purchased at Auction).

Deed D961301 and Board Order attached.

7/8/96 ORIGINAL DEED AND COPIES OF ALL
TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: James M. D. [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 JUN 24 PM 4:23
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of
Deed D961301 Upon Complete
Performance of a Contract to

HOWARD PULLIAM
AND CARLOS BILLINGSLEY

)
) ORDER
) 96-118
)
)

It appearing that heretofore, on June 26, 1991, Multnomah County entered into a contract with HOWARD PULLIAM and CARLOS BILLINGSLEY for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

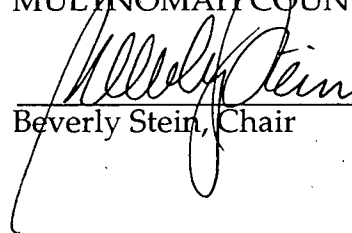
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOTS 17 & 18, BLOCK 5 INA PARK, a recorded subdivision in Multnomah County, State of Oregon.


Dated at Portland, Oregon this 2nd day of July, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant Counsel

DEED D961301

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOWARD PULLIAM and CARLOS BILLINGSLEY, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOTS 17 & 18, BLOCK 5 INA PARK, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

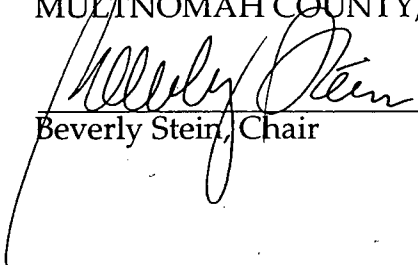
Until a change is requested, all tax statements shall be sent to the following address:

HOWARD PULLIAM & CARLOS BILLINGSLEY
6364 N WILLIAMS AVE
PORTLAND, OR 97217

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of July, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 

Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By 

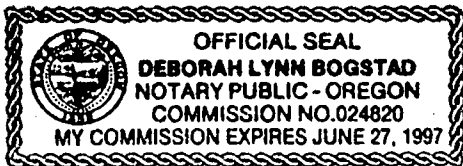
K. A. Tuneberg

After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of July, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 02 1996

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser for completion of Contract #15600 (Property purchased at auction).

Deed D961336 and Board Order attached.

7/8/96 ORIGINAL Deed & copies of all to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 JUN 24 PM 4:22
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D961336 Upon Complete Performance of) ORDER
a Contract to) 96-119
)
)

EILEEN M. THOMPSON)

It appearing that heretofore, on May 29, 1991, Multnomah County entered into a contract with EILEEN M. THOMPSON for the sale of the real property hereinafter described; and

That the above contract purchaser have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

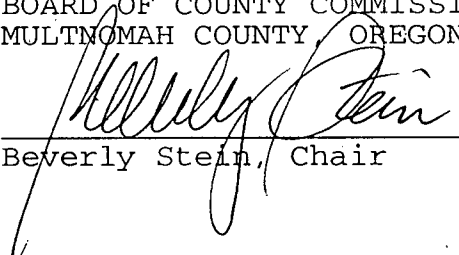
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 28, BLOCK 10 ALBINA, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 2nd day of July, 1996.



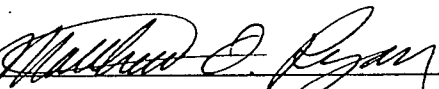
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

BY



Matthew O. Ryan, Assistant Counsel

DEED D961336

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EILEEN M. THOMPSON, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 28, BLOCK 10 ALBINA, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

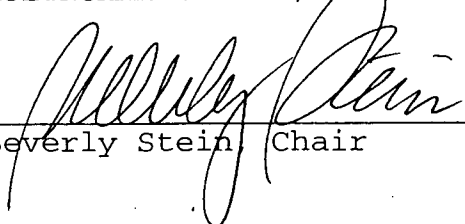
Until a change is requested, all tax statements shall be sent to the following address:

EILEEN M. THOMPSON, 1827 SW BEAVERTON HILLSDALE HWY 2, PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of July, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.




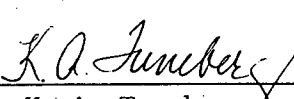
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By 
Matthew O. Ryan

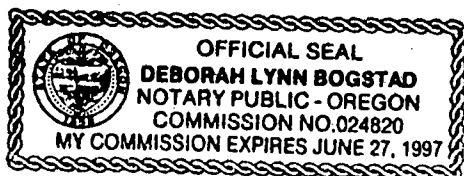
By 
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of July, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE:

JUL 02 1996

AGENDA NO:

C-4

ESTIMATED START TIME:

9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplement No. 9 to IGA 30128-87 for Street
Maintenance Services for the city of Wood Village

BOARD BRIEFING

Date Requested:

Requested by:

Amount of Time Needed:

REGULAR MEETING:

Date Requested:

As soon as possible

Amount of Time Needed:

CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transp & Land Use Planning

CONTACT: Don Newell

TELEPHONE #: 248-3888

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Supplement No. 9 to Intergovernmental Agreement No. 30128-87 for Multnomah County
to provide street maintenance services for the city of Wood Village.

7/8/96 ORIGINALS to CATHERY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

Leah E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

CON-AGEN.FOR/DNCK2033.FOR

BOARD OF
COUNTY COMMISSIONERS
96 JUN 20 PM 12:13
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

April 26, 1996

Donald Robertson, Mayor
City of Wood Village
2055 NE 238th Drive
Wood Village, OR 97060

RE: Supplement No. 9 to Multnomah County Contract No. 3012887
Maintenance to Wood Village Streets

Enclosed is the referenced Supplemental Agreement in triplicate.

Please execute all three originals, and return all three to Multnomah County (Attn: Cathey Kramer, at the above address) for execution by county officials. After Board approval, we will send you a fully executed original for your records.

If you have any questions about the Agreement, please call Bob Thomas at 248-3838. Thank you.

Sincerely,

ROBERT C. THOMAS
Transportation Support Svcs. Manager

Cathey M. Kramer
Operations Supervisor

Enclosures

DNRJ0899.AGR

(See Administrative Procedures CON-1)

Contract # 30128-87

Amendment # 9

Department: Environmental Services Division: Transportation and Land Use Planning Date: June 14, 1996
Contract Originator: Don Newell Phone: x3888 Bldg/Room: 425
Administrative Contact: Cathey Kramer Phone: x2589 Bldg/Room: 425

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

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

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

REQUIRED SIGNATURES:

Department Manager: *Ken E. Nicholas* Date: *6/18/96*

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

County Counsel: *Sandra Duggs* Date: *6-21-96*

County Chair/Sheriff: *Wendy Bain* Date: *July 2, 1996*

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

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

SUPPLEMENT NO. 9

to

Agreement No. 3012887 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1996.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1997, and amended to include Exhibits A through E attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

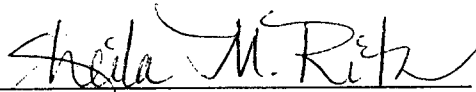
City of Wood Village

By



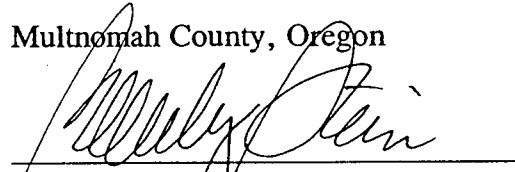
Donald L. Robertson
Mayor, City of Wood Village

By



Sheila M. Ritz
City Administrator

Multnomah County, Oregon

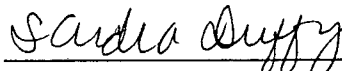


Beverly Stein,
Chair of the Board

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By



Deputy County Counsel

DNRJ0899.AGR

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 7/2/96
DEB BOGSTAD
BOARD CLERK

ESTIMATED COSTS SUMMARY OF
MULTNOMAH COUNTY'S STREET MAINTENANCE ACTIVITIES
FOR THE
CITY OF WOOD VILLAGE
FISCAL YEAR 1996-97

Exhibit A

STREET MAINTENANCE TOTALS

Page	Exhibit	Description of Work	Cost
2	B	040 Asphalt Skin Patching	\$825
2	C	049 Asphalt Grinder Patching	\$2,188
3	D	039 Street Sweeping	\$4,320
3	E	Emergency and Unforeseen Work	--
total			\$7,333

Exhibit B

040 ASPHALT SKIN PATCHING

IRIS#	Street	Area	AC Tons	Crew Hours
	1356 NE 237th Ave - manhole	3' x 3'	0.5	0.5
	23720 NE 237th Ave - utility	3' x 3'	0.5	0.5
	23395 NE 235th Ave - utility	1' x 28'	1	0.5
	NE 230th Ct & Halsey - NW corner	2' x 2'	0.5	0.5
unit totals			2.5	2
unit costs			\$22	\$385
sub-totals			\$55	\$770
Total Estimated Cost			\$825	

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit C

049 GRINDER PATCHING

IRIS#	Street	Area	AC tons	Crew Hours
682	1718 NE Walnut Ave.	6' x 20'	4	4
unit costs			\$22	\$525
sub-totals			\$88	\$2,100
Total Estimated Cost			\$2,188	

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit D

O39 STREET SWEEPING

Description	Crew Hours
Routine sweeping of streets: 6 applications per year of 6 crew hours each	36
unit cost	\$120
Total Estimated Cost	\$4,320

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit E

EMERGENCY AND UNFORESEEN WORK

*For emergency, and unforeseen work as required by and agreed to by the City and County.
Cost to be billed at current employee, equipment, material, and overhead charges.*

MEETING DATE: JUL 02 1996

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplement No. 9 to IGA 30129-87 for Street
Maintenance Services for the city of Troutdale

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: As soon as possible

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transp & Land Use Planning

CONTACT: Don Newell TELEPHONE #: 248-3888

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplement No. 9 to Intergovernmental Agreement No. 30129-87 for Multnomah County
to provide street maintenance services for the city of Troutdale.

7/2/96 ORIGINALS to CATELY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Ken E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

CON-AGEN.FOR/DNCK2033.FOR

BOARD OF
COUNTY COMMISSIONERS
96 JUN 20 PM 12:14
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 30129-87

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

Amendment # 9

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>7/2/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
---	--	---

Department: Environmental Services Division: Transportation and Land Use Planning Date: June 14, 1996

Contract Originator: Don Newell Phone: x3888 Bldg/Room: 425

Administrative Contact: Cathey Kramer Phone: x2589 Bldg/Room: 425

Description of Contract: **Supplemental Agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets.**

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

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

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>City of Troutdale</u></p> <p>Mailing Address: <u>104 SE Kibling</u></p> <p style="padding-left: 40px;"><u>Troutdale, OR 97060</u></p> <p>Phone: <u>(503) 665-5175</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1996</u></p> <p>Termination Date: <u>June 30, 1997</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>77,367.00</u></p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>as work is performed</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 6/18/96

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 6-21-96

County Chair/Sheriff: [Signature] Date: July 2, 1996

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6410			2775					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration xc: Initiator Finance

CON-APP.FOR/DNRJ1107.AGR

SUPPLEMENT NO. 9

to

Agreement No. 30129-87 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1996.

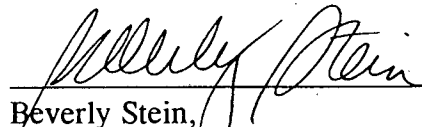
It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1997, and amended to include Exhibits A through J attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

By


Mayor

Multnomah County, Oregon


Beverly Stein,
Chair of the Board

By


City Recorder

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


Deputy County Counsel

DNRJ1107.AGR

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 7/2/96
DEB BOGSTAD
BOARD CLERK

ESTIMATED COSTS SUMMARY OF
MULTNOMAH COUNTY'S STREET MAINTENANCE ACTIVITIES
FOR THE

CITY OF TROUTDALE

FISCAL YEAR 1996-97

Exhibit A

STREET MAINTENANCE TOTALS

Page	Exhibit	Description of Work	Cost
2	B	Contract Asphalt Paving	\$42,770
2	C	Asphalt Paving Pavement Preparation	\$3,969
3	D	046 Crack Sealing	\$7,414
4	E	040 Asphalt Skin Patching	\$6,672
5	F	049 Asphalt Grinder Patching	\$9,725
5	G	053 Mowing and Brushing	\$1,250
5	H	Emergency and Unforeseen Work	--
6	I	Road Striping	\$1,750
7	J	Parking Lots	\$3,817
total			\$77,367

Exhibit B

CONTRACT ASPHALT PAVING

IRIS#	Street	Location	AC Tons
670 100	SW 20th Circle	Laura -end	93
760 100	NE Graham Road	3575' E of Sundial -6335' E of Sundial	960
835 200	SW Laura Court	Hensley - end	169
unit total			1,222
unit cost			\$35
Total Estimated Cost			\$42,770

*All paving work is contracted to the private sector.
Estimated cost includes mobilization, travel time and unforeseen work.*

Exhibit C

ASPHALT PAVING PAVEMENT PREPARATION

Same street limits as Exhibit B - CONTRACT ASPHALT PAVING

Activity	Labor/ Material	Amount	Unit Cost	Sub-Total
042 Tarpot Patching				
	Crew Hours	7	\$215	\$1,505
	CRS2 AC/ Gal.	250	\$0.35	\$88
	1/4"-10 Rock/ Yd.	6	\$11	\$66
039 Sweeping/ Cleaning				
	Crew Hours	14	\$165	\$2,310
Total Estimated Cost				\$3,969

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit D

046 CRACK SEALING

IRIS #	Street	From	To	AC Cubes	Crew Hours
686	SW 15th	SW 262nd Ave	SW Chapman	3	3
684	SE 17th St	SE Beaver Creek Ln	SE Sandy Ct	2	3
676-300	SE 19th Cir	SE Lewellyn Ave	Cul-de-sac	1	0.5
580	SE 19th St	SE Troutdale Rd	SE 19th Pl	3	3
350	SW 24th	257th Ave	SW McGinnis Ave	2	2
524	SW 28th St	257th Ave	SW Hewett Ave	4	3
837	SW Fox Ct	SE 12th St	Cul-de-sac	3	3
865-100	SE Harlow Ave	SE Beaver Creek Ln	SE Beaver Creek Ln	3	2
799-300	SW Indian Mary Ct	SW 22nd St	Cul-de-sac	3	2
845-300	SW Kendall Ct	SW Cherry Park	Cul-de-sac	1	1
835-300	SW Laura Ct	SW 28th St	SW 29th Way	1	1
unit totals				26	23.5
unit costs				\$14	\$300
sub-totals				\$364	\$7,050
Total Estimated Cost				\$7,414	

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit E

040 ASPHALT SKIN PATCHING

IRIS#	Street	Area	AC Tons	Crew Hours
730	SW 7th St @ Kings Byway (Manhole)	8' x 8'	3	3
728	536 SW 8th Cir	10' x 16'	2	2
686	545 SW 15th	5' x 5'	0.5	0.5
682	735 SE 18th St	2' x 12'	1	1
660	1635 SW 22nd	3' x 3'	0.5	0.5
656	2407 SW 23rd	2' x 4'	0.5	0.5
827	2474 SE Beavercreek Ln utility	2' x 24'	0.5	1
877	SE Beavercreek Ln & 21st St	4' x 12'	2	2
791	2242 SW Briak	1' x 28'	0.5	1
471	3820 SE Evans Ave (Manhole)	--	0.5	0.5
898	1221 SE Evans Cir	10' x 12'	1	2
457	1606 SE Knarr Ct	1' x 12'	0.5	0.5
885	2939 SE Lewellen Ave	2' x 4'	0.5	0.5
843	827 SW Spence Rd	3' x 3'	0.5	0.5
825	1227 SW Wright Pl	3' x 3'	0.5	0.5
825	1233 SW Wright Pl	3' x 3'	0.5	0.5
		unit totals	14.5	16.5
		unit costs	\$22	\$385
		sub-totals	\$319	\$6,353
		Total Estimated Cost		\$6,672

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit F

O49 GRINDER PATCHING

IRIS#	Street	Area	AC tons	Crew Hours
682	SE 18th St & Sandy Ct	20' x 15'	6	8
660	1525 SW 22nd	4' x 4'	0.5	1
471	3400 SE Evans Ave	4' x 20'	2	3
704	SW Harvest Pl	4' x 15'	2	3
801	2205 SW McGinnis Ave	20' x 20'	2	3
unit totals			12.5	18
unit costs			\$22	\$525
sub-totals			\$275	\$9,450
Total Estimated Cost			\$9,725	

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit G

O53 MOWING AND BRUSHING

Description	Crew Hours
Roadside mowing and brushing of various city roads and streets	25
unit cost	\$50
Total Estimated Cost	\$1,250

Roadside mowing and brushing twice a year.

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit H

EMERGENCY AND UNFORESEEN WORK

*For emergency, and unforeseen work as required by and agreed to by the City and County.
Cost to be billed at current employee, equipment, material, and overhead charges.*

Exhibit I

ROAD STRIPING

IRIS#	Street	Description	Type of Strip	Mileage	Frequency
748	SE 3rd St.	Sandy Av. - Harlow Av.	2 - White Barrier	0.170	2/yr
" "	" "	Sandy Av. - Buxton Rd.	Double Yellow Solid	0.360	" "
726	SE 8th St.	Buxton Rd. - Harlow Av.	Yellow Skip	0.090	1/yr
656	SW 23rd Av.	242nd Dr. - East	Double Yellow Solid	0.030	2/yr
" "	" "	" " / W. bound	Lt/Rt Turn Lane	0.017	" "
859	SE Dora Av.	Columbia River Hw. - 3rd St.	Double Yellow Solid	0.180	1/yr
603	NW Graham Ci.	Sun Dial Rd. - West	Double Yellow Solid	0.050	1/yr
760	NE Graham Rd.	I-84 - Sun Dial Rd.	Yellow Skip	1.190	1/yr
" "	" "	" "	Double Yellow Solid; No Passing	1.180	" "
" "	" "	I-84 - .1 N. of Harlow Rd.	2 - White Barrier	0.690	" "
873	SE Sandy Av.	Troutdale Rd. - 3rd St.	Double Yellow Solid	0.980	2/yr
" "	" "	" "	2 - White Barrier	0.980	" "

Item	Description	Qua.	Unit	Unit Cost	Sub-total
Material	Norris Yellow	68	gal	\$8.55	\$581
" "	Norris White	48	gal	\$8.71	\$418
" "	Beads	700	lb	\$0.24	\$168
" "	Toluene	5	gal	\$3.26	\$16
Labor & Equipment	Striping	2.5	hr	\$204	\$510
" "	Layout - SW 23rd	1	hr	\$57	\$57

Total Estimated Cost	\$1,750
----------------------	---------

*Estimated cost includes mobilization, travel time and unforeseen work.
All sStriping applications applied at the same time.*

Exhibit J

PARKING LOTS

Location	Activity	Labor/ Material	Amount	Unit Cost	Sub-Total
CITY HALL					
	049 Grinder Patch 15'x15'	Crew Hours	5	\$525	\$2,625
	"	AC/ Tons	8	\$22	\$176
	046 Crack Sealing	Crew Hours	1	\$300	\$300
	"	AC/ Cube	1	\$14	\$14
sub-total					\$3,115

SANDY PALESADE PARK

	042 Tarpot Patching	Crew Hours	3	\$215	\$645
	"	CRS2 AC/ Gal.	100	\$0.35	\$35
	"	1/4"-10 Rock/ Yd.	2	\$11	\$22
sub-total					\$702

Total Estimated Cost	\$3,817
----------------------	---------

Estimated cost includes mobilization, travel time and unforeseen work.

MEETING DATE: JUL 02 1996

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplement No. 9 to IGA 30130-87 for Street
Maintenance Services for the city of Fairview

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: As soon as possible

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transp & Land Use Planning

CONTACT: Don Newell TELEPHONE #: 248-3888

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplement No. 9 to Intergovernmental Agreement No. 30130-87 for Multnomah County
to provide street maintenance services for the city of Fairview.

7/8/96 ORIGINALS to Cathy KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lou E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

CON-AGEN.FOR/DNCK2033.FOR

BOARD OF
COUNTY COMMISSIONERS
96 JUN 20 PM 12:13
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [X]

Contract # 30130-87

Prior-Approved Contract Boilerplate: ☒ Attached ☐ Not Attached

Amendment # 9

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-6 DATE 7/2/96 DEB BOGSTAD BOARD CLERK
--	---	---

Department: Environmental Services Division: Transportation and Land Use Planning Date: June 14, 1996
 Contract Originator: Don Newell Phone: x3888 Bldg/Room: 425
 Administrative Contact: Cathey Kramer Phone: x2589 Bldg/Room: 425

Description of Contract: **Supplemental Agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☒ JN/A ☐ None
 Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>City of Fairview</u> Mailing Address: <u>PO Box 337</u> <u>Fairview, OR 97024</u> Phone: <u>(503) 665-7929</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1996</u> Termination Date: <u>June 30, 1997</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ <u>18,962.00</u> Total Amount of Agreement: \$ _____	Remittance Address (if different) _____ _____ _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Monthly \$ <u>as work is performed</u> <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 6/20/96
 Purchasing Manager: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: [Signature] Date: 6-20-96
 County Chair/Sheriff: [Signature] Date: July 2, 1996
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6410			2788					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration xc: Initiator Finance

CON-APP.FOR/DNRJ1108.AGR

SUPPLEMENT NO. 9

to

Agreement No. 30130-87 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1996.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1997, and amended to include Exhibits A through G attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

By

Tom Edwards
Mayor
COUNCIL PRESIDENT

Multnomah County, Oregon

Beverly Stein
Beverly Stein,
Chair of the Board

By

Marilyn Holstrom
City Administrator

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

Sandra Duff
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 7/2/96
DEB BOGSTAD
BOARD CLERK

ESTIMATED COSTS SUMMARY OF
MULTNOMAH COUNTY'S STREET MAINTENANCE ACTIVITIES
FOR THE

CITY OF FAIRVIEW

FISCAL YEAR 1996-97

Exhibit A

STREET MAINTENANCE TOTALS

Page	Exhibit	Description of Work	Cost
2	B	Emergency and Unforeseen Work	--
2	C	040 Asphalt Skin Patching	\$633
2	D	049 Asphalt Grinder Patching	\$3,895
3	E	046 Crack Sealing	\$5,394
3	F	039 Street Sweeping	\$8,640
3	G	053 Mowing and Brushing	\$400
total			\$18,962

Exhibit B

EMERGENCY AND UNFORESEEN WORK

*For emergency, and unforeseen work as required by and agreed to by the City and County.
Cost to be billed at current employee, equipment, material, and overhead charges.*

Exhibit C

040 ASPHALT SKIN PATCHING

IRIS#	Street	Area	AC Tons	Crew Hours
669	2231 NE 203rd Ave - utility cut	1' x 32'	0.5	1.0
733, 778	NE Shaw & Crestwood St. - SE corner	5' x 10'	2.0	0.5
		unit totals	2.5	1.5
		unit costs	\$22	\$385
		sub-totals	\$55	\$578
		Total Estimated Cost		\$633

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit D

049 GRINDER PATCHING

IRIS#	Street	Area	AC tons	Crew Hours
608	20104 NE San Rafael St.	4' x 6'		
""	20122 " "	8' x 8'		
""	20122 " "	4' x 4'		
""	20140 " "	4' x 10'		
""	20166 " "	4' x 8'		
		total quantities	10	7
		unit costs	\$22	\$525
		sub-totals	\$220	\$3,675
		Total Estimated Cost		\$3,895

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit E

046 CRACK SEALING

IRIS #	Street	From	To	AC Cubes	Crew Hours
686	NE San Rafael St.	NE 201st St.	NE 203rd St.	4	4
845-300	NE 203rd St.	NE Thompson	S. to dead end	7	5
835-300	NE 202nd St.	NE Thompson	cul-de-sac	10	8
unit totals				21	17
unit costs				\$14	\$300
sub-totals				\$294	\$5,100
Total Estimated Cost				\$5,394	

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit F

O39 STREET SWEEPING

Description	Crew Hours
Routine sweeping of streets: 6 applications per year of 12 crew hours each	72
unit cost	\$120
Total Estimated Cost	\$8,640

Estimated cost includes mobilization, travel time and unforeseen work.

Exhibit G

O53 MOWING AND BRUSHING

Description	Crew Hours
Roadside mowing and brushing of various city roads and streets	8
unit cost	\$50
Total Estimated Cost	\$400

Estimated cost includes mobilization, travel time and unforeseen work.

MEETING DATE: JUL 02 1996

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Intergovernmental Agreement with Oregon Health Sciences University, to purchase Psychiatric consultation services for adults.*

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental agreement #100307 with Oregon Health Sciences University to purchase Psychiatric Consultation and Crisis Mental Health services for Adults.

7/8/96 ORIGINALS to Lisa Thillet

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUN 24 AM 11:37



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 6, 1996

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of Intergovernmental Agreement with OHSU for the period July 1, 1996 through June 30, 1997.

II. Background/Analysis: The Department is renewing its agreement with Oregon Health Sciences University, to purchase mental health services for adults, psychiatric consultation for adult mental health and alcohol and drug, and adult mental health crisis and acute care. This is one of several contracts with OHSU and its University Hospital; each contract purchases or authorizes reimbursement from a different organizational unit within OHSU.

III. Financial Impact: The contract authorizes OHSU to bill the State for Medicaid eligible persons receiving adult mental health services; funding for other services is included in the Department budget. This contract is for \$3,641 plus Title XIX allocation through State payment.

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: This contract supports the County's benchmarks concerning access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: This contract purchases services from another public body.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # **100307**

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

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>7/2/96</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: June 6, 1996

Administrative Contact: Lisa Millet

Phone: 248-3691 ext 4371

Bldg/Room 166/7th

Description of Contract:

This contract purchases adult mental health services and adult alcohol and drug services.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ WBE ☐ QRF ☐ N/A ☐ None
 Original Contract No. _____ (Only for Original Renewals)

Contractor Name: Oregon Health Sciences University Mailing Address: MC 104 3930 SW Macadam Portland, OR 97201-9847 Phone: (503)494-5075 Employer ID# or SS#: 93-1176109 Effective Date: July 1, 1996 Termination Date: June 30, 1997 Original Contract Amount: \$ 3,641.00+requirements Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$ 3,641.00+requirements	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> </table> <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Payment Schedule	Terms								
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt								
<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30								
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other								

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 6/7/96

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Buehler* Date: 6/24/96

County Chair/Sheriff: *Willie Chan* Date: 7/2/96

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 683134				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
									See Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONT97\OHSU97.CAF

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : OHSU - OREGON HEALTH SCIENCES UNIVERSITY

Page 1 of 1
 6/6/96

Vendor Code : 683134

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 100307

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	156	010	1641	M20C	6110	9111F	A&D Target City Central Intake AMH Psychiatric Consultation	Requirements		Requirement	\$8,200.00
57	156	010	1641	A20C	6110	9111F	A&D Target City Central Intake A&D Psychiatric Consultation	Requirements		Requirement	\$22,100.00
58	156	010	1645	M20C	6110	9999L	County General Fund AMH Psychiatric Consultation	Requirements		Requirement	\$36,000.00
01	156	010	1662	M24C	6060	9001X	AMH SMHD AMH Community TX Services/Adult Acute (CTS/AA)	\$3,641.00		\$3,641.00	
TOTAL								\$3,641.00	\$0.00	\$3,641.00	\$66,300.00

CONTRACT FOR SERVICES
MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

TERM OF CONTRACT: From July 1, 1996
CONTRACTOR NAME: Oregon Health Sciences University
CONTRACTOR ADDRESS: MC 104
3930 SW Macadam
Portland, Oregon 97201-9847

TO: June 30, 1997
TELEPHONE: 503-494-5075
IRS NUMBER: 93-1176109

This contract is between Department of Community and Family Services, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Oregon Health Sciences University, hereinafter referred to as "CONTRACTOR".

THE PARTIES AGREE:

1. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, Attachment A: Service Elements and Contract Amounts, the attached Conditions of Contract, and Exhibit A (Workers Compensation).

2. **STATEMENT OF WORK:** CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-0000 through 0230. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
BEHAVIORAL HEALTH PROGRAM	
Adult Mental Health Psychiatric Consultation	Consultation services for Commitment Services and Mental Health Jail Diversion Programs.
Adult Mental Health Community Outpatient Services	Non-residential mental health services, through State billing and payment. (Title XIX Certification)
Adult Mental Health Crisis and Acute Care Services	Crisis stabilization and acute mental health care for adults.
Alcohol and Drug Psychiatric Consultation	Consultation services for Alcohol and Drug Intake Evaluation.

3. **SERVICE STANDARDS**

a. **Compliance with Service Documents:** CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

b. **Advance Notice of Program Change:** CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

c. **Operating Hours:** CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

d. **Client Injury or Death:** CONTRACTOR agrees to notify COUNTY by phone of all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. Notification should be directed to the Behavioral Health Program Manager or Operations Manager. A written report shall be submitted to the Administrator of Quality Assurance within five (5) working days of the incident. COUNTY may conduct a fact-finding inquiry into all such serious injuries and deaths reported.

e. **Service Fees:** Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.

4. **PROGRAM REPORTING AND OUTCOMES**

a. **Data Collection:** CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. **Service Definitions and Forms:** CONTRACTOR shall use service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. **Program Outcomes:** CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report to COUNTY on the level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Behavioral Health Adult Mental Health Psychiatric Consultation	na	na
Behavioral Health Adult Mental Health Community Outpatient Services	Number and percent of CMI clients who show maintenance or improvement in ability to function in the community, as indicated on the Multnomah Community Ability Scale.	80%
Behavioral Health Adult Mental Health Crisis and Acute Care Services	Consumers discharged from commitment to inpatient or residential acute care services shall be enrolled in community treatment services within 5 working days of discharge.	5 days
Behavioral Health Alcohol and Drug Psychiatric Consultation	na	na

d. **Participation in Evaluation:** CONTRACTOR shall participate in the evaluation of contracted service outcomes and performance and make available all information required by such evaluation process. This includes providing the data

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : OHSU - OREGON HEALTH SCIENCES UNIVERSITY Contractor Address : MC 104 3930 SW MACADAM PORTLAND OR 97201-9847 Telephone : 494-5075	Vendor Code: 683134 Fiscal Year : 96/97 Federal ID # : 93-1176109
--	---

Program Office Name : BHP Alcohol & Drug Assessment & Referral

Service Element Name : A&D Psychiatric Consultation (A20C)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Per Invoice	Fee for Service	Reqt's	Hours	85.00	Reqt's
Total					Reqt's			Reqt's

Service Element Name : AMH Psychiatric Consultation (M20C)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Per Invoice	Fee for Service	Reqt's	Hours	85.00	Reqt's
Total					Reqt's			Reqt's

Program Office Name : BHP Adult Mental Health Assessment & Referral

Service Element Name : AMH Psychiatric Consultation (M20C)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Per Invoice	Fee for Service	Reqt's	Hours	85.00	Reqt's
Total					Reqt's			Reqt's

Program Office Name : BHP Adult Mental Health Contracts

Service Element Name : AMH Non-residential Adult Mental Health Services (M20X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	State Pymt	Fee for Service				\$550,520.00
Total								\$550,520.00

Service Element Name : AMH Community TX Services/Adult Acute (CTS/AA) (M24C)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	9/30/96	Monthly Allotment	Serv. Capacity				\$3,641.00
Total								\$3,641.00

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable

in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative and fiscal review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted annually except under certain circumstances as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be required to conduct an external limited scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

h. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

i. CONTRACTOR, if it is a nonprofit organization, shall submit its annual Federal 990 Tax forms and Oregon State CT-12 Tax forms to COUNTY within 30 calendar days of their due date.

j. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and

meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than six months after contract execution.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from 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 the contract's 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 became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

Katie Gantz 4/18/96

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All

above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

27. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

28. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

29. Termination

a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

- 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
- 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
- 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by

COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

30. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: ALCOHOL/DRUG SERVICES

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to notify COUNTY by phone of all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. Notification should be directed to the Behavioral Health Program Manager or Operations Manager. A written report shall be submitted to the Administrator of Quality Assurance within five (5) working days of the incident.

b. COUNTY may conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.

4. Fiscal Records

Alcohol and drug services funded through the State may be subject to expenditure reporting requirements despite a service capacity contracting mechanism. Where this applies, CONTRACTOR shall submit monthly expenditure reports to COUNTY by the 20th calendar day of the month following expenditure. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) calendar days following the end of the contract period.

5. Multnomah County Behavioral Health Service Delivery Network

Contractors designated by as Multnomah County Behavioral Health Service Delivery Units (SDU's) agree to participate in the Multnomah County Behavioral Health Service Delivery Network, including participating in the Central Intake/Evaluation, Referral, and Case Management System, as follows:

- a. To accept referrals from Central Intake/Evaluation, Referral, and Case Management.
- b. To enroll clients admitted to their program into the Information and Referral Management and Assessment (IRMA) System.

Katie Guity 9/18/96

- c. To regularly advise the Central Intake/Evaluation, Referral, and Case Management Unit of available treatment capacity.
- d. To maintain a common minimum client information set.
- e. To utilize the uniform, comprehensive client assessment process and protocol (currently MCA3).
- f. To report volume and type of services provided to enrolled clients.
- g. To report client treatment termination/completion on enrolled clients.
- h. To participate in client treatment staffings upon request.
- i. To participate in the Central Intake Operations Committee upon selection.
- j. To use Target City furnished computer equipment to provide and receive necessary client data and to repair or replace such equipment if damaged or lost, other than through normal use.

6. Performance Standards

CONTRACTOR agrees to meet at least the minimum standards for performance for any service element covered under this agreement, in accordance with performance standards detailed in the Alcohol and Drug Manual of Program Instructions.

7. Professional Liability Insurance

CONTRACTOR shall obtain and keep in effect during the term of this contract professional liability insurance which provides coverage of direct and vicarious liability relating to damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300 is applicable and imposes lesser limitations, CONTRACTOR shall maintain coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier or through self-insurance with proof provided to the COUNTY.

8. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

9. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for services meeting the standards of the State Mental Health and Developmental Disability Services Division and Office of Alcohol and Drug Abuse Programs.

Kate Bartz 4/18/96

10. Target City Project Computer Hardware and Software

Contractors designated as Multnomah County Behavioral Health Service Delivery Units (SDU's) will provide data using the Information and Referral Management and Assessment (IRMA) System. COUNTY will provide an initial computer (hardware and software) at CONTRACTOR'S site for the purpose of providing on-line access by CONTRACTOR to the IRMA System. COUNTY will maintain a three (3) year maintenance agreement with the hardware vendor for hardware supplied to CONTRACTOR under this contract. COUNTY will make available training in the use of the computer hardware and IRMA System software to the CONTRACTOR.

The computer hardware supplied under this contract will remain COUNTY property until December 31, 1998, at which time ownership of the computer hardware will revert to the CONTRACTOR. If at any time prior to December 31, 1998, CONTRACTOR ceases involvement with the Target Cities Project, computer hardware and software supplied under this contract will be returned to the COUNTY by the CONTRACTOR. Copies of COUNTY developed software associated with the IRMA System are made available to the CONTRACTOR for use as part of the Target Cities Project and may not be sold, assigned, or made available to other parties without the express written permission of the COUNTY.

Intentional or unintentional damage, theft, or loss of computer hardware and software supplied under this contract caused by actions outside of normal everyday operation of the equipment are the sole responsibility of the CONTRACTOR. CONTRACTOR must repair or replace damage or loss at its own expense.

PART C. PROGRAM GENERAL CONDITIONS: MENTAL HEALTH

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

2. Client Injury or Death

a. CONTRACTOR agrees to notify COUNTY by phone of all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. Notification should be directed to the Behavioral Health Program Manager or Operations Manager. A written report shall be submitted to the Administrator of Quality Assurance within five (5) working days of the incident.

b. COUNTY may conduct a fact-finding inquiry into all such serious injuries and deaths reported.

3. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

4. Professional Liability Insurance

CONTRACTOR shall obtain and keep in effect during the term of this contract professional liability insurance which provides coverage of direct and vicarious liability relating to damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300 is applicable and imposes lesser limitations, CONTRACTOR shall maintain coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier or through self-insurance with proof provided to the COUNTY.

5. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

Katie Gentry 4/18/96

6. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

7. Title XIX Conditions

If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

- a. CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*.
- b. CONTRACTOR shall comply with OAR 309-16-0000 through 309-16-0230 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.
- c. CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due within 10 working days after the review is conducted..
- d. CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system.
- e. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

8. Title XIX Conditions for Services for Children and Adolescents

In addition to the conditions for Title XIX above, any CONTRACTOR providing Title XIX funded mental health services to children and adolescents shall meet the following conditions.

- a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health services.
- b. CONTRACTOR shall accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, the CONTRACTOR shall refer the individual to other resources able to provide the appropriate treatment services.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

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g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

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11. Lead-Based Paint Poisoning

Whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

12. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 section 1352, title 31, U.S. Code. 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.

13. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

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15. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

16. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

17. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants; including but not limited to: 1) statements of nondiscrimination, such as "Equal

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Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and
2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

- d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
- e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
- f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
- g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

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necessary to verify client counts, service provision, client satisfaction and outcome measures. CONTRACTOR agrees to cooperate fully with contract compliance monitoring and program evaluation activities of the COUNTY.

e. **State Performance Indicators:** CONTRACTOR agrees to meet at least the minimum standards set by the State for performance for any State-funded service element covered under this agreement, as determined by State standards.

5. **SPECIAL CONDITIONS:**

CTS-AA services are funded for the first quarter. Thereafter CTS-AA services will be funded month-to-month with 60 day notice prior to terminating funding.

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY

BY Lorenzo Paez 6/1/96
Department of Community and Family Services Director Date

BY _____
Agency Authorized Signer Date

BY Beverly Stein 7/2/96
Multnomah County Chair Date

BY _____
Agency Authorized Signer Date

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

BY Katie Gutz 6/24/96
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 7/2/96
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 100307
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and Oregon Health Sciences University, herein "CONTRACTOR", is subject to the following:

1. **AMENDMENTS AND RENEWALS:** This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

2. **ASSIGNMENT AND SUBCONTRACTING:** This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. **AVAILABILITY OF FUNDS:** Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

4. **COMPLIANCE WITH LAWS AND CONTRACT TERMS:**

a. **Other Contract Conditions:** If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

b. **Compliance With Laws:** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract, including relevant licensing and State certifications; these laws and regulations include, but are not limited to:

1) The requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the 1993 Oregon Legislative Assembly, pertaining to advance directives.

2) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 1738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit use of facilities included on the EPA List of Violating Facilities. Any violation shall be reported to the COUNTY, the State Mental Health Division, the Department of Health and Human Services, and to the US EPA Assistant Administrator for Enforcement (EN-329).

3) Applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

4) The requirements of Section 1352 of Public Law 101-121, under which the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a) No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 section 1352, title 31, U.S. Code. 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.

5. CONTRACT MONITORING, DISPUTES, AND ENFORCEMENT

a. **Monitoring:** COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

b. **Disputes:** In the event of a dispute, the parties agree to attempt resolution at the lowest level and to strive for mutual agreement prior to taking other action.

c. **Enforcement Options:** If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current contract for the CONTRACTOR'S services.
- 4) Withhold further contracts for the services.
- 5) Take other remedies that may be legally available.

6. CONTRACTOR PUBLICITY CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

7. CONTRACTOR STATUS. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

8. INDEMNIFICATION

a. CONTRACTOR shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious or intentional acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this contract, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.060 through 30.000, and the applicable sections of the Oregon Constitution.

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

9. INSURANCE, BONDING, AND WORKERS COMPENSATION

a. **Comprehensive Liability Insurance:** By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

b. **Property Insurance:** All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

c. **Fidelity Bond:** CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines.

d. **Workers Compensation:** CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as

provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage.

e. **Auto Liability Insurance:** If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution.

f. **Professional Liability:** CONTRACTOR shall obtain and keep in effect during the term of this contract professional liability insurance which provides coverage of direct and vicarious liability relating to damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300 is applicable and imposes lesser limitations, CONTRACTOR shall maintain coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier by self-insurance with proof provided to the COUNTY.

g. **Self-Insurance:** In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

10. INTEGRATION: The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

11. LITIGATION NOTICE: CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

12. NONDISCRIMINATION AND CULTURAL COMPETENCY.

a. **Nondiscrimination Law Compliance:** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)), Section 504 of the Rehabilitation act of 1973 as implemented by 45 CFR 84.4, and the Americans with Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and the Department of Justice. CONTRACTOR shall also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

b. **Nondiscrimination Concerning HIV Status:** CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

c. **Cultural Competency Plans:** For client service programs funded through this contract, CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services'

Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than six months after contract execution.

13. PAYMENT TERMS AND REPORTS

a. **Payment Terms:** CONTRACTOR shall be reimbursed for specific services based on the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR. Instructions for payment terms are included in the Department of Community and Family Services' *Subcontractor's Financial Policies and Procedures Manual*.

b. **Allowable Expenses:** Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. **Fiscal Accounting:** Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

d. **Unauthorized Use of Funds:** Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from 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 the contract's 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.

e. **Billing Timelines:** Timelines for billing documents are as follows:

- 1) Invoices are due within seven (7) working days after the end of the service month, accompanied by the appropriate program reports.
- 2) Monthly allotment reports (utilization reports for service capacity, service reports for fee-for-service, and expenditure reports for cost reimbursement contracts) are due by the 20th day of the month following service, in order to generate payment for the next month.
- 3) Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter.

- 4) The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%.
- 5) If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.
- 6) All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.
- 7) All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

f. **Withholding of Payment:** Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required billing and/or program reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

g. **Retention of Revenue and Earned Income:** All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for services meeting the standards of the State Mental Health and Developmental Disability Services Division and Office of Alcohol and Drug Abuse Programs.

14. RECORDKEEPING AND FISCAL AUDITS

a. **Access to Records.** CONTRACTOR agrees to permit authorized representatives of COUNTY or the State Mental Health division to make such reviews of the fiscal or clinical records related to payments authorized by this contract as COUNTY or State Mental Health and Developmental Disability Services Division may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall provide State Mental Health and Developmental Disability Services Division, the Health Care Financing Administration (HCFA), the Comptroller General of the United States, the Oregon Secretary of State, the Office of Medical Assistant Programs (OMAP) and all their duly authorized representatives the right of access to facilities and to financial (including all accompanying billing records), clinical, and personnel records that are directly pertinent to mental health services. Records shall be made available for the purposes of: a) monitoring and evaluating cost, performance, compliance, quality, appropriateness, and timeliness of services provided; 2) monitoring and evaluating the capacity of providers to bear the risk of potential financial losses; and 3) making audit, examination, excerpts and transcriptions. Upon request and without charge, CONTRACTOR shall provide a suitable work area and copying capabilities to facilitate such a review or audit.

b. **Audits and Fiscal Reviews:** CONTRACTOR shall be subject to audit requirements pursuant to the Department of Community and Family Services' current *Subcontractor's Financial Policies and Procedures Manual*. Reviews and audits must meet criteria outlined in this *Manual*. CONTRACTOR may be subject to a fiscal compliance review and/or may be required to conduct an external limited scope or full audit. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is affiliated with a university system, CONTRACTOR will comply with OMB Circular A-133 audit requirements unless otherwise required by the federal government. If CONTRACTOR is not affiliated with a university system, HOSPITAL is exempt from compliance with OMB Circular A-133 but must comply with audit requirements of Medicaid and Medicare.

Limited Scope and Full Audits, including the Management Letter accompanying the audit, shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after

the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits and Management Letter are submitted.

CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

c. **Client Files and Data Collection.** For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

d. **Confidentiality.** CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality. Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

e. **Ownership of Work Products:** Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

f. **Record Retention:** All nonclinical records relevant to services delivered under this contract shall be retained for at least five years after final payment is made and all pending matters are closed. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the five year period, the records must be retained until all issues arising out of the action are resolved or until the end of the five year period, whichever is later.

All clinical records relevant to services delivered under this contract shall be retained for at least seven years after the date of clinical services for which claims are made, encounters reported, final payment is made, or for such length of time as may be dictated by the generally accepted standards for record keeping within the applicable provider type and all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven year period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven year period, whichever is later.

15. **SEVERABILITY:** If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

16. **TERMINATION.**

a. **Mutual Consent:** This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

b. **For Cause:** The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

c. **Payment Under Early Termination:** Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

d. **Rights and Obligations:** Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

17. **TITLE XIX CONDITIONS:** If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

a. **Medicaid Rules:** CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*. CONTRACTOR shall comply with OAR 309-16-0000 through 309-16-0230 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.

b. **Title XIX Billing Review:** CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due within 10 working days after the review is conducted.

c. **CPMS Usage and Reporting:** CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

d. **Certification:** CONTRACTOR must maintain the appropriate Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to contract for services through the COUNTY.

Program Instructions

Multnomah County Department of Community and Family Services Contract #100307
Oregon Health Sciences University adult mental health services and adult alcohol and drug services

A. Clinical Consultation for Commitment Services and Mental Health Jail Diversion Programs

The Department of Psychiatry will provide approximately ten hours per week of clinical consultation services for the Commitment Services and Mental Health Jail Diversion Programs, at a rate of \$85 per hour, up to \$44,200. Consultation services will include:

- Attendance at two one-hour meetings monthly with the entire Commitment team to discuss cases, review situations, give input and recommendations, and provide training, as needed;
- Review of clinical records documentation, in conjunction with the Commitment Services Supervisor or other staff, for approximately one hour per week.
- Working with Hospital Discharge Planners and Trial Visist staff, for approximately 4 hours per week.
- Coordination of MD functions and work with staff on program development, for approximately one hour per week.

B. Alcohol and Drug (Central Intake) Consultation

The Department of Psychiatry will provide three to five hours per week alcohol and drug intake consultation services at a rate of \$85 per hour, up to \$22,100. Services will include:

- Assistance in developing care management policy and procedures (e.g., which physical procedures are appropriate to a psychiatric hold);
- Assistance in developing protocols for the different treatment modalities in the Mental Health Crisis/Acute Care system;
- Advice to the Care Management Coordinators on the retrospective review of clinical necessity of admissions and continued stays according to the level of service;
- Advice to the Care Management Coordinators on quality assurance review analysis;
- Participation in utilization reviews;
- Consultation with the Management Information System (MIS) staff for database development and maintenance;
- Assistance in the development and implementation of the grievance and appeal procedures for both consumers and providers;
- Provision of training for providers and staff;
- Maintenance of a liaison function with community providers;
- Consultation regarding program development and implementation;
- Evaluation of client psychiatric status;
- Training of staff and participation in case consultations.

Contractor is responsible for submitting monthly invoice for services rendered to Multnomah County to the attention of Bill Toomey in the Behavioral Health Program.

MEETING DATE: JUL 02 1996
AGENDA NO: C-9
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:

BOARD BRIEFING

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

REGULAR MEETING

Date Requested: Next available date
Amount of Time Needed: 5 min

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Dennis Adams

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Dennis Adams

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Ratification of the annual agreement between the Department of Community and Family Services' Developmental Disabilities Program and the Tri Met for the period of July 1, 1996 through June 30, 1997.

7/8/96 ORIGINALS to ESTHER THONTAVEZ-THORALE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: _____

Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUN 24 PM 4:28

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mps*
Department Community and Family Services

DATE: June 12, 1996

SUBJECT: Renewal Agreement with Tri-Met

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Tri-Met, for the period July 1, 1996 through June 30, 1997.

II. Background/Analysis: The Department of Community and Family Services is renewing an annual agreement for the provision of Transportation Services for persons with developmental disabilities. This service enables individuals go to employment, and other necessary activities.

III. Financial Impact: Tri-Met agrees to pay \$415,450 to State to support the rate enhancement for rides for people with developmental disabilities. Tri-Met will receive \$587,438 for the services and funding is available via the State Mental Health Grant. These funds will qualify as local matching funds for use as match for Title XIX.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract #101337

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>7/2/96</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: June 6, 1996

Administrative Contact: Esther Montanez-Morales

Phone: 248-3691 ext 4194

Bldg/Room 166/7th

Description of Contract:

Contract Renewal for Transportation services for FY 96-97.

RFP/BID #: N/A IGA _____ Date of RFP/BID: N/A Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ WBE ☐ QRF ☒ N/A ☐ None
 Original Contract No: 100716 (Only for Original Renewals)

Contractor Name: TRI MET Mailing Address: 4012 SE 17th Portland, Oregon 970202 Phone: (503) 238-4879 Employer ID# or SS#: 93-0579353 Effective Date: July 1, 1996 Termination Date: June 30, 1997 Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ Requirements	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Itemized Bill</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Itemized Bill</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u>		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u>																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Porras* Date: 6/13/96

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Gatz* Date: 6/12/96

County Chair/Sheriff: *Marilyn Allen* Date: 7/2/96

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 621786				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/6/96

Contractor : TRI MET

Vendor Code : 621786

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 101337

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1510	D53X	6060	9501X	DD SMHD DD Transportation	Requirements		Requirement	\$587,438.00
TOTAL								\$0.00	\$0.00	\$0.00	\$587,438.00

INTERGOVERNMENTAL AGREEMENT

#101337

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

TRI MET
4012 SE 17th
Portland, Oregon 97202
503-238-4879,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide transportation services to and from home, to work and emergency situations as identified in Special Conditions #1.1 through #1.1.4, and #3.1 through 3.2.1.3 for individuals with developmental disabilities.

2. **COMPENSATION:**

COUNTY agrees to pay CONTRACTOR for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- a. All services must be pre-authorized by designated Developmental Disabilities Program staff to generate a payment.
- b. CONTRACTOR agrees to include all trip slips with the billing invoice. Trip slips must include the name of the service recipient, the date of service, the address of the pick-up point, the address of the destination and the applicable charge per trip.
- c. Please submit all invoices to:
Developmental Disabilities Transportation
421 S.W. 6th, Suite 400
Portland, Oregon 97204

3. **SPECIAL CONDITIONS**

The following are the Special Conditions as stipulated by the Mental Health and Developmental Disability Services Division (DIVISION) for COUNTY and subcontractor:

- A. The DD53 adjustments reflect the actual costs of services for 199 slots, and are effective July 1, 1996. The increases represent payments to COUNTY which will consist of: (1) the required combination of Title XIX (Medicaid) Federal Financial Participation (FFP); and (2) local funds, to be used as match for Title XIX and to cover the cost increase for unmatched services.

B. Payment is contingent on:

1. DIVISION receipt of local matching funds:
 - a. The following amounts of local funds are required to support the increases specified in paragraph A above: \$415,450 in 1995-96 and \$415,450 in 1996-97. This condition will be considered to have been met only if local matching funds are from non-federal source(s) eligible for use as match for Title XIX.
 - b. COUNTY and DIVISION agree that any cost-of-living adjustment(s) approved within the DIVISION's State General Fund budget for the services described in paragraph A above, will be used to reduce the amount of local matching funds required, rather than being used to increase the payment rate and total payment amount for services.
 - c. Local matching funds for each fiscal year must be received by DIVISION as lump sum payments prior to any DIVISION payment of the respective annual amounts specified in paragraph A above. Payment of each fiscal year's amount specified in paragraph A above will begin in the monthly allotment that first occurs for that year after DIVISION receipt of required annual local funds in full.
 - d. COUNTY agrees that any delays in the payment of local funds to DIVISION shall not release COUNTY from requiring its subcontractor to provide the services specified in paragraph A above.
2. FFP sufficient to generate Title XIX projected in calculating the DD53 increase:
 - a. Services must be delivered to DD eligible individuals at a level sufficient to generate FFP at an average minimum monthly amount of \$23,139 per month, plus any cost of living adjustment that may be applied during the biennium, period 7/1/95 through 6/30/97.
 - 1) The monthly amount, above, represents the combined FFP for all of the DD Transportation slots enhanced as specified in paragraph A above.
 - 2) FFP is generated by COUNTY reporting DD53 services through CPMS, as required in Part III of the Agreement.
 - 3) Levels of FFP for the enhanced DD53 slots will be determined from data from DIVISION's CPMS "Provider Financial Statements", to be provided to COUNTY and its subcontractor for these services.

- b. If FFP generated for the DD53 slots enhanced in this PAAF exceeds the monthly average specified in paragraph B.2.a, above, and DIVISION can determine that the excess is likely to continue, DIVISION will reduce the amount of local matching funds required. This reduction will be reflected in a PAAF signed by DIVISION Contract Officer and Community Mental Health Program (CMHP) director or other COUNTY designee. Any overpayment of local matching funds resulting from such action will be refunded following procedures mutually agreed upon between DIVISION and COUNTY.

C. Unilateral Reduction Award

1. DIVISION may unilaterally amend the payment amount authorized through PAAFs to remove all or part of the award specified in paragraph A above if the average monthly levels of FFP are not generated as required in paragraph B.2.a, above. The effective date for any such unilateral reduction will be the execution date of the PAAF making the reduction.
2. DIVISION will not recover local or federal funds, nor refund local funds, for the time period prior to the effective date of the unilateral reduction. DIVISION will repay that amount of local funds pre-paid to DIVISION in accordance with paragraph B.1.c, above, not required for the new FFP levels established by the unilateral action. Any such repayment of local matching funds will be made following procedures mutually agreed upon between DIVISION and COUNTY.

- D. Special Conditions in this section do not alter the requirements stated under Payment Procedures for DD53 in Part III of the Agreement.

For Information Only

The "Proposal for Tri-Met Transportation Services", incorporated herein by reference, document computations used to determine FFP, local match, and the total amount for the DD53 increase included in this PAAF.

4. **TERM.** The CONTRACTOR'S services will begin on July 1, 1996 and terminate when completed but no later than June 30, 1997.
5. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Part C - Program General Conditions.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

BY Lolando Paez 6/13/96 BY _____
Director, Dept of Community & Family Svcs Date Title Date

BY Beverly Stein 7/2/96 _____
Beverly Stein, Multnomah County Chair Date Contractor's ID #

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 6/26/96
Katie Gaetjens, Assistant Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 7/2/96
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 101337
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and Tri Met, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and

other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. ADHERENCE TO LAW. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. NONDISCRIMINATION. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. EARLY TERMINATION.

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

11. FINAL PAYMENT.

All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

MEETING DATE: JUL 0 2 1996

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Contract between the Department of Community and Family Services and the Housing Authority of Portland for federal Housing and Urban Development funds.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/ Rey Espana

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey Espana

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Revenue Agreement Between the Department of Community and Family Services and the Housing Authority of Portland transferring \$230,786 to the County over the three (3) year life of the agreement for alcohol and drug free transitional housing for women in recovery and their children.

7/8/96 ORIGINALS TO JOHN PEARSON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

S:\ADMIN\CEU\CONTRACT\HAPSUNRS.APF

BOARD OF
COUNTY COMMISSIONERS
JUN 24 AM 11:37
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 17, 1996

SUBJECT: Intergovernmental Revenue Agreement with the Housing Authority of Portland

I. Retroactive Status: Execution of this agreement has been delayed due to negotiation of contract terms.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with the Housing Authority of Portland, for the period from June 1, 1996 to May 31, 1999.

III. Background/Analysis: The Housing Authority of Portland is the recipient of a grant from the United States Department of Housing and Urban Development under the Stuart B. McKinney, Support Housing program. The grant award is to support the services, operations, and construction of Sunrise Place as long-term transitional housing for women in recovery and their children. The grant application was developed naming Addictions Recovery Associates/Ecumenical Ministries of Oregon as the service provider. The funds in this Intergovernmental Agreement will be subcontracted to this agency, a current provider of alcohol and drug services, for the delivery of services to the women and children in the transitional housing.

IV. Financial Impact: The Housing Authority of Portland will reimburse Multnomah County up to \$230,786 over the term of the agreement as follows: a) first year \$86,803 program + \$1,447 administration; b) second year \$70,100 program + \$1,168 administration; and third year \$70,100 program + \$1,168 administration upon receipt of an invoice.

V. Legal Issues: None

VI. Controversial Issues: None

VII. Link to Current County Policies: This Intergovernmental Agreement supports the program office's goal to increase economic self-sufficiency and housing stability of low/no income households by offering a continuum of client-centered services.

VIII. Other Government Participation: This Intergovernmental Agreement reflects a partnership between the County and the Housing Authority of Portland over services and housing for low income homeless people.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102177

Prior-Approved Contract Boilerplate: Attached; x Not Attached

Amendment # 0

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>7/2/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department: Community and Family Services

Date: June 19, 1996

Administrative Contact: John Pearson

Phone: 248-3691 ext 2612

Bldg/Room 166/7th.

Description of Contract: **Three (3) year revenue agreement with the Housing Authority of Portland which is passing through federal Supportive Housing funds to be used by the County to purchase transitional housing for women in recovery and their children.**

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

ORS/AR # --- Contractor is ☐ JMBE ☐ WBE ☐ JQRF

<p>Contractor Name: Housing Authority of Portland</p> <p>Mailing Address: 135 SW Ash St. Portland, Or. 9720</p> <p>Phone: (503) 273-4510</p> <p>Employer ID# or SS#: 93-6001547</p> <p>Effective Date: June 1, 1996</p> <p>Termination Date: May 31, 1999</p> <p>Original Contract Amount: \$</p> <p>Total Amt of Previous Amendments: \$</p> <p>Amount of Amendment: \$</p> <p>Total Amount of Agreement: \$ 230,786</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%; text-align: center;">Payment Schedule</td> <td style="width:50%; text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 6/19/96

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Gault* Date: 6/27/96

County Chair/Sheriff: *Melby* Date: 7/2/96

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	156	010	1260			2091		9263F	HAP - Sunrise	230,786	

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is to provide services through a subcontract with Additions Recovery Associates/Ecumenical Ministries of Oregon in compliance with the Stewart B. McKinney Supportive Housing Program Grant (copy attached). The services will be performed at Sunrise Place located at 5724-28 N.E. Prescott, Portland, Oregon. This agreement is between Multnomah County, herein "COUNTY, and The Housing Authority of Portland, herein "HAP" and is subject to the following:

THE PARTIES AGREE:

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

Monitor, evaluate, collect data and provide reports to the Accounting and Housing Services Departments of HAP. These services will exclusively be in connection with the HUD Supportive Services Program Grant for Sunrise Place. COUNTY will request reimbursement from HAP quarterly on an actual cost basis.

2. COMPENSATION: HAP will pay COUNTY on an "as-needed" basis, the funds allocated to HAP for Sunrise Place from the Supportive Housing Program Grant. The maximum per year is \$86,803 (YEAR 1); \$70,100 (YEAR 2); \$70,100 (YEAR 3) These funds must be requested and expenditures documented prior to reimbursement. Multnomah County will also receive 1/3 of the administrative fee for the SHP grant for supportive services only. First year: \$1,447; Second year: \$1,168; Third year \$1,168

3. TERM: The COUNTY's services will begin upon execution of this Agreement and terminate when completed no later than three years from agreement date.

4. AGREEMENT DOCUMENTS: This Agreement consists of this agreement document, the attached Conditions of Agreement, and Exhibit A (worker's compensation certificate of insurance).

THE HOUSING AUTHORITY
OF PORTLAND

By: 

Date: 6/18/96

MULTNOMAH COUNTY,
OREGON

By: 

Date: July 2, 1996

By: 

APPROVED AS TO FORM
COUNTY ATTORNEY (If
Applicable)

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 7/2/96
DEB BOGSTAD
BOARD CLERK

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is to provide services through a subcontract with Addictions Recovery Associates/Ecumenical Ministries of Oregon in compliance with the Stewart B. McKinney Supportive Housing Program Grant (copy attached). The services will be performed at Sunrise Place located at 5724-28 N.E. Prescott, Portland, Oregon. This agreement is between Multnomah County, herein "COUNTY, and The Housing Authority of Portland, herein "HAP" is subject to the following:

1. **FUNDS AVAILABLE:** HAP certifies that sufficient funds are available from the Supportive Housing Program Grant for services at Sunrise Place to finance the costs of this agreement. In the event that funds cease to be available to HAP in the amounts anticipated, HAP may terminate or reduce agreement funding accordingly. HAP will notify COUNTY as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS:** COUNTY is an independent Contractor, and neither COUNTY, COUNTY'S subcontractors nor employees are employees of HAP. COUNTY is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT:** COUNTY shall subcontract with Addictions Recovery Associates/Ecumenical Ministries of Oregon for the services prescribed herein. COUNTY shall not assign its rights acquired hereunder without the prior written consent of HAP. The HAP is not liable to any third person for payment of any compensation payable to COUNTY as provided in this agreement.

4. **ACCESS TO RECORDS:** The HAP's authorized representatives shall have access to the books, documents, papers, and records of COUNTY which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.

5. **PROPERTY OF HAP:** All work performed by COUNTY under this agreement shall be the property of HAP.

6. **WORKERS' COMPENSATION INSURANCE:**

A. COUNTY shall maintain workers' compensation insurance coverage for all non-exempt workers employed by COUNTY in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this agreement at Exhibit "A".

B If COUNTY's workers compensation insurance coverage is due to expire before completion of the work, COUNTY will renew or replace such insurance coverage and provide HAP with a certificate of insurance coverage showing compliance with this section.

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

8. **ADHERENCE TO LAW:** The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

9. **NONDISCRIMINATION:** COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. COUNTY must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION:**

A. This agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The HAP, by written notice of default, may terminate this agreement if COUNTY fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of COUNTY shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by the COUNTY against HAP under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of COUNTY or liability of COUNTY or HAP which accrued prior to termination.

11. **FINAL PAYMENT:**

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the COUNTY.

1994 Supportive Housing Grant Agreement

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Housing Authority of Portland, 135 SW Ash Street, Portland, OR 97204, the Recipient, whose Tax ID number is 93-600154 for Project Number OR16B94-0021, to be located at 5730-5740 NE Prescott Street, Portland, OR 97218.

The assistance which is the subject of this Grant Agreement is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 et seq., (the Act)). The term grant or grant funds means the assistance provided under this Agreement. This Grant Agreement will be governed by the Act, the Supportive Housing Interim rule which was published at 58 FR 13870 on March 15, 1993 (24 CFR 583.235), a copy of which is attached hereto as Attachment A and made a part hereof, and the Notice of Fund Availability (NOFA), published on May 10, 1994, at 59 FR 24255. The term "Application" means the application submissions on the basis of which a grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project described in the application.

HUD's total fund obligation for this project is \$735,772.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment A provisions, any

other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute Recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20 year period from the date of initial occupancy.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

SIGNATURES

This Grant Agreement is hereby executed as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

 3/21/95
Signature and Date


John Bonham
Typed Name of Signatory

Director, Community Planning and Development
Title

RECIPIENT

Housing Authority of Portland
Name of Organization

By:

 3/16/95
Authorized Signature and Date

Dennis L. West
Typed Name of Signatory

Executive Director
Title

Jeanette Sander (503) 273-4514 (503) 228-4872
Official Contact Person and Telephone No. and Fax No.

Torr

Monday
March 15, 1993

RECEIVED

OCT 10 1995

PLANNING, DEVELOPMENT,
INTERGOVERNMENTAL REL.

Federal Register

Part IV

**Department of
Housing and Urban
Development**

Office of the Assistant Secretary

24 CFR Part 583

**Supportive Housing Program; Interim
Rule**

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of the Assistant Secretary for Community Planning and Development

24 CFR Part 583

[Docket No. R-93-1631; FR-3379-1-01]

RIN 2506-AB45

Supportive Housing Program

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Interim rule.

SUMMARY: This interim rule implements the Supportive Housing Program, a program to provide assistance for housing and supportive services for homeless persons authorized by section 1403 of the Housing and Community Development Act of 1992 (Pub. L. 102-550, approved October 28, 1992) (the 1992 Act). This program replaces the Transitional Housing (24 CFR part 577), Permanent Housing for Handicapped Homeless (24 CFR part 578), and Supplemental Assistance for Facilities to Assist the Homeless (SAFAH) (24 CFR part 579) programs.

DATES: Effective date: March 15, 1993.

Comment due date: May 14, 1993.

ADDRESSES: Interested persons are invited to submit comments regarding this rule to the Office of General Counsel, Rules Docket Clerk, room 10278, Department of Housing and Urban Development, Washington, DC 20410-0500. Communications should refer to the above docket number and title. A copy of each communication submitted will be available for public inspection and copying on weekdays between 7:30 a.m. and 5:30 p.m. at the above address.

FOR FURTHER INFORMATION CONTACT: James Forsberg, Director, Special Needs Assistance Programs, room 7262, Department of Housing and Urban Development, 451 Seventh Street SW., Washington, DC 20410; (202) 708-4300 or, TDD for hearing and speech-impaired, (202) 708-2565. (These are not toll-free numbers.)

SUPPLEMENTARY INFORMATION:

Paperwork Reduction Act

The information collection requirement contained in this rule have been submitted to the Office of Management and Budget (OMB) for review under the Paperwork Reduction Act of 1980, and approved under OMB control number 2506-0112.

Background

Section 1403 of the 1992 Act amended title IV of the Stewart B. McKinney Homeless Assistance Act by striking subtitles C and D (the Supportive Housing Demonstration and SAFAH, respectively), and replacing them with a new subtitle C, which authorizes the Supportive Housing Program. (The Supportive Housing Demonstration consisted of the Transitional Housing and the Permanent Housing for Handicapped Homeless programs.) The new Supportive Housing Program combines the features of the Demonstration programs and the SAFAH program into one single program of assistance to governmental entities and private nonprofit organizations to provide housing and supportive services to homeless persons.

Transitional Housing, Permanent Housing for Handicapped Homeless, and SAFAH projects previously approved under those program regulations (24 CFR parts 577, 578, and 579, respectively) will continue to be subject to those regulations. However, projects under the previous programs are eligible under the new Supportive Housing Program for renewed funding when their current funding ends.

Supportive Housing Program

Generally, under the new Supportive Housing Program, grants are available for acquisition, rehabilitation, new construction, leasing, operating costs in connection with supportive housing, and supportive services provided to homeless persons. Supportive housing may be transitional housing, permanent housing for homeless persons with disabilities, a particularly innovative project (or part of project) for, or alternative methods of, meeting the immediate and long-term needs of homeless individuals and families, and supportive services for homeless persons. Supportive services may be provided to homeless persons who do not reside in supportive housing. The 1992 Act requires that at least 25 percent of the funds appropriated for the program be used for homeless families with children, at least 25 percent for homeless persons with disabilities, and at least 10 percent for supportive services for homeless persons who do not reside in supportive housing.

Since the 1992 Act essentially combines the Transitional Housing, Permanent Housing for Handicapped Homeless Persons, and SAFAH programs, the interim rule for the new Supportive Housing Program retains

most of the provisions of those programs' regulations. New features of the program include:

1. Applicants are eligible for all categories of funding. (Only States and Indian tribes were eligible applicants under the Permanent Housing for Handicapped Homeless program.) Eligible applicants are States, local governments, other governmental entities, Indian tribes, private nonprofit organizations, and community mental health associations that are public nonprofit organizations.

2. Leasing of structures and supportive services are eligible activities separate and apart from operation costs.

3. Recipients are required to involve homeless persons in policy and decisionmaking for the projects, as well as in constructing, rehabilitating, maintaining, and operating projects and providing supportive services through employment or volunteer efforts.

4. The match requirement for acquisition, rehabilitation, and new construction grants is still a one-for-one match, but is now to be provided by the recipient from cash sources only. The cash source may be from Federal, State, local, or private sources.

5. The occupancy charge for residents may be less than, but may not exceed, the amount determined under section 3(a) of the U.S. Housing Act of 1937.

6. On terminating assistance to any participant, recipients must provide a formal process that recognizes the right to due process of law.

The 1992 Act directs the Secretary to issue an interim rule within 90 days after enactment to carry out the program. After a 60-day public comment period, the Department is required to issue a final rule within 60 days after the comment period closes. The 1992 Act also provides that both the interim and final rules are to be effective upon issuance. Section 7(o) of the Department of Housing and Urban Development Act provides that no rule or regulation of HUD may become effective until after the expiration of the 30-day calendar period beginning on the day after the rule or regulation is published. However, since the 1992 Act provides that the interim and final rules implementing the new Supportive Housing Program are to be "effective upon issuance," this provision of section 7(o) does not apply to this rule.

A Notice of Funds Availability (NOFA) for the Supportive Housing program is being published elsewhere in today's Federal Register. This interim rule will govern the funding under that NOFA. A final rule for the program will be published before the 1994 funding round.

Other Matters

Information collection requirements in this rule have been reviewed by the Office of Management and Budget under the Paperwork Reduction Act and assigned OMB approval number 2506-0112.

This rule does not constitute a "major rule" as that term is defined in section 1(d) of the Executive Order on Federal Regulations issued by the President on February 17, 1981. An analysis of the rule indicates that it will not:

- (1) Have an annual effect on the economy of \$100 million or more;
- (2) Cause a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions; or
- (3) Have a significant adverse effect on competition, employment, investment, productivity, innovation, or on the ability of United States-based enterprises to compete with foreign-based enterprises in domestic or export markets.

The Secretary, in accordance with the Regulatory Flexibility Act (5 U.S.C. 605(b)), has reviewed this rule before publication and by approving it certifies that this rule does not have a significant economic impact on a substantial number of small entities. The program has been designed to allow applicants to design programs that provide housing and supportive services to homeless families and individuals with as little regulation as possible under the existing law.

A Finding of No Significant Impact with respect to the environment has been made in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969. The Finding is available for public inspection between 7:30 a.m. and 5:30 p.m. weekdays in the Office of the Rules Docket Clerk, Office of the General Counsel, Department of Housing and Urban Development, room 10276, 451 Seventh Street SW., Washington, DC 20410.

The General Counsel, as the designated official under Executive Order 12606, The Family, has determined that some of the policies in this proposed rule may have a potential significant impact on the formation, maintenance, and general well-being of participating homeless families. Participation of families in the program can be expected to support family values, by helping families remain together; by enabling them to live in decent, safe, and sanitary housing; and by offering the supportive services that

are necessary to acquire the skills and means to live independently in mainstream American society. Since the impact on the family is considered to be a beneficial one, no further review is necessary.

The General Counsel has also determined, as the Designated Official for HUD under section 6(a) of Executive Order 12612, Federalism, that the provisions in the rule requiring applicants to assume the responsibilities for environmental review, decisionmaking, and action under NEPA and other environmental authorities have Federalism implications. While the assignment of these responsibilities under section 104(g) of the Housing and Community Development Act of 1974 is discretionary with HUD, it is authorized by and clearly the intent of section 443 of the McKinney Act. Therefore, the policy is not subject to review under Executive Order 12612.

This rule was not listed in the Department's Semiannual Agenda of Regulations published at 57 FR 51392 on November 3, 1992, under Executive Order 12291 and the Regulatory Flexibility Act.

List of Subjects in 24 CFR Part 583

Community facilities, Employment, Grant programs—housing and community development, Grant programs—social programs, Handicapped, Homeless, Indians, Mental health programs, Nonprofit organizations, Reporting and recordkeeping requirements, Technical assistance.

For the reasons stated in the preamble, chapter V of title 24 is amended by adding part 583, to read as follows:

PART 583—SUPPORTIVE HOUSING PROGRAM

Subpart A—General

- Sec.
583.1 Purpose and scope.
583.5 Definitions.
583.10 Waivers.

Subpart B—Assistance Provided

- 583.100 Types and uses of assistance.
583.105 Grants for acquisition and rehabilitation.
583.110 Grants for new construction.
583.115 Grants for leasing.
583.120 Grants for supportive service costs.
583.125 Grants for operating costs.
583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.
583.135 Administrative costs.
583.140 Technical assistance.
583.145 Matching requirements.
583.150 Limitations on use of assistance.

- 583.155 Comprehensive housing affordability strategy (CHAS).

Subpart C—Application and Grant Award Process

- 583.200 Notice of fund availability.
583.205 Grant award process.
583.210 Application requirements.
583.215 Rating criteria for applications.
583.220 Selecting applications.
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583.230 Environmental review.
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Subpart D—Program Requirements

- 583.300 General operation.
583.305 Term of commitment; repayment of grants; prevention of undue benefits.
583.310 Displacement, relocation, and acquisition.
583.315 Resident rent.
583.320 Site control.
583.325 Nondiscrimination and equal opportunity requirements.
583.330 Applicability of other Federal requirements.

Subpart E—Administration

- 583.400 Grant agreement.
583.405 Program changes.
583.410 Obligation and deobligation of funds.
Authority: 42 U.S.C. 11389; 42 U.S.C. 3535(d).

Subpart A—General

§ 583.1 Purpose and scope.

(a) *General.* The Supportive Housing program is authorized by title IV of the Stewart B. McKinney Homeless Assistance Act. The Supportive Housing program is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.

(b) *Components.* Funds under this part may be used for:

- (1) Transitional housing to facilitate the movement of homeless individuals and families to permanent housing;
- (2) Permanent housing that provides long-term housing for homeless persons with disabilities;
- (3) Housing that is, or is part of, a particularly innovative project for, or alternative methods of, meeting the immediate and long-term needs of homeless persons; or
- (4) Supportive services for homeless persons not provided in conjunction with supportive housing.

§ 583.5 Definitions.

As used in this part:

Applicant means a State, Indian tribe, metropolitan city, urban county,

governmental entity, private nonprofit organization, or community mental health association that is a public nonprofit organization, that is eligible to receive and submits an application for assistance under this part. Governmental entities include those that have general governmental powers (such as a city or county), as well as those that have limited or special powers (such as public housing agencies).

Comprehensive Housing Affordability Strategy (CHAS or housing strategy) means the housing strategy prepared by a jurisdiction and submitted to HUD in accordance with 24 CFR part 91.

Date of initial occupancy means the date that the supportive housing is initially occupied by a homeless person for whom assistance is provided under this part. If the assistance is for an existing homeless facility, the date of initial occupancy is the date that services are first provided to the residents of supportive housing with funding under this part.

Date of initial service provision means the date that supportive services are initially provided with funds under this part to homeless persons who do not reside in supportive housing. This is applicable only to projects funded under this part that do not provide supportive housing.

Disability means:

- (1) A disability as defined in section 223 of the Social Security Act;
- (2) Having a physical, mental, or emotional impairment that:
 - (i) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes an individual's ability to live independently; and
 - (iii) Is of such a nature that such ability could be improved by more suitable housing conditions;
- (3) A developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
- (4) The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agency for acquired immunodeficiency syndrome. This paragraph (4) may not be construed to limit eligibility under paragraphs (1), (2), and (3) of this definition or the provisions referred to in those paragraphs.

Homeless family with children means a homeless family that includes at least one parent or guardian and one child under the age of 18, a homeless pregnant woman, or a homeless individual in the process of securing legal custody of any person who has not attained the age of 18 years.

Homeless person means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence; and
- (2) An individual or family who has a primary nighttime residence that is:
 - (i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
 - (ii) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (iii) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- (3) This term does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law.

HUD means the Department of Housing and Urban Development.

Metropolitan city means a city that is classified as a metropolitan city under section 102(a)(4) of the Housing and Community Development Act of 1974. In general, metropolitan cities are those cities that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

New construction means the building of a structure where none existed or an addition to an existing structure that increases the floor area by more than 100 percent.

Operating costs means expenses incurred by a recipient operating supportive housing with respect to:

- (1) Administration (including staff salaries), maintenance, repair and security for the supportive housing;
- (2) Utilities, insurance, fuel, furnishings, and equipment for the supportive housing;
- (3) Conducting an ongoing assessment of the supportive services needed by residents and the availability of such services;
- (4) Relocation assistance under § 583.310, including payments and services; and
- (5) Other costs associated with operating the supportive housing.

Outpatient health services means outpatient health care, outpatient mental health services, outpatient substance abuse services, and case management.

Permanent housing for homeless persons with disabilities means community-based housing for homeless persons with disabilities that provides long-term housing and supportive services for not more than—

- (1) 8 such persons in a single structure or contiguous structures;
- (2) 16 such persons, but only if not more than 20 percent of the units in a

structure are designated for such persons; or

- (3) More than 16 persons if the applicant demonstrates that local market conditions dictate the development of a large project and such development will achieve the neighborhood integration objectives of the program within the context of the affected community.

Private nonprofit organization means an organization, no part of the net earnings of which may inure to the benefit of any member, founder, contributor, or individual. The organization must:

- (1) Have a voluntary board;
- (2) Have a functioning accounting system that is operated in accordance with generally accepted accounting principles, or designate an entity that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles; and

- (3) Practice nondiscrimination in the provision of supportive housing assistance in accordance with the authorities described in this part.

Project means a structure or structures (or portion of such structure or structures) that is acquired, rehabilitated, constructed, or leased with assistance provided under this part of with respect to which HUD provides technical assistance or assistance for operating costs, or supportive services. A project may provide supportive housing or supportive services in single room occupancy dwelling units which do not contain bathrooms or kitchen facilities and are appropriate for use as supportive housing or in projects containing some or all such dwelling units.

Recipient means any governmental or nonprofit entity that receives assistance under this part.

Rehabilitation means the improvement or repair of an existing structure or an addition to an existing structure that does not increase the floor area by more than 100 percent. Rehabilitation does not include minor or routine repairs.

State means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and Palau.

Supportive housing means housing in conjunction with which supportive services are provided for homeless persons if:

- (1) The housing is safe and sanitary and meets any applicable State and local housing codes and licensing requirements in the jurisdiction in

which the housing is located and the requirements of this part; and

(2) The housing is:

- (i) Transitional housing;
- (ii) Permanent housing for homeless persons with disabilities; or
- (iii) Is, or is a part of, a particularly innovative project for, or alternative method of, meeting the immediate and long-term needs of homeless persons.

Supportive services means services, which may be designed by the recipient or program participants, designed to address the special needs of the homeless persons to be served by the project. Supportive services include:

- (1) Establishing and operating a child care services program for homeless families;
- (2) Establishing and operating an employment assistance program;
- (3) Providing outpatient health services, food, and case management;
- (4) Providing assistance in obtaining permanent housing, employment counseling, and nutritional counseling;
- (5) Providing security arrangements necessary for the protection of residents of supportive housing and for homeless persons using the housing or services;
- (6) Providing assistance in obtaining other Federal, State, and local assistance available for such residents including mental health benefits, employment counseling, Veterans' benefits, medical assistance, but not including major medical equipment, and income support assistance, such as Supplemental Security Income benefits, Aid to Families with Dependent Children, General Assistance, and Food Stamps; and
- (7) Other services as appropriate.

Transitional housing means housing that will facilitate the movement of homeless individuals and families to permanent housing within 24 months, or within a longer period as described in § 583.300(j).

Tribes means any Indian tribe, band, group, or nation, including Alaska Indians, Aleuts, and Eskimos and any Alaskan Native Village, of the United States, which is considered an eligible recipient under Title I of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450) or was considered an eligible recipient under the State and Local Fiscal Assistance Act of 1972 (31 U.S.C. 6701) before repeal of that Act. Eligible recipients under the Indian Self-Determination and Education Assistance Act are determined by the Bureau of Indian Affairs.

Urban county means a county that is classified as an urban county under section 102(a)(6) of the Housing and Community Development Act of 1974.

In general, urban counties are those counties that are eligible for an entitlement grant under 24 CFR part 570, subpart D.

§ 583.10 Waivers.

Upon completion of a determination and finding of good cause by the Assistant Secretary for Community Planning and Development, HUD may waive any provision of this part in any particular case subject only to statutory limitations. Each waiver must be in writing, and must be supported by documentation of the facts and reasons that formed the basis for the waiver. HUD will publish a notice in the Federal Register informing the public of all waivers granted under this section and containing all relevant information concerning the waiver.

Subpart B—Assistance Provided

§ 583.100 Types and uses of assistance.

(a) *Grant Assistance.* Assistance in the form of grants is available for acquisition of structures, rehabilitation of structures, acquisition and rehabilitation of structures, new construction, leasing, operating costs for supportive housing, and supportive services, as described in §§ 583.105 through 583.125. Applicants may apply for more than one type of assistance.

(b) *Uses of grant assistance.* Grant assistance may be used to:

- (1) Establish new supportive housing facilities or new facilities to provide supportive services;
- (2) Expand existing facilities in order to increase the number of homeless persons served;
- (3) Provide additional supportive services for residents of supportive housing or for homeless persons not residing in supportive housing;
- (4) Purchase HUD-owned single family properties currently leased by the applicant for use as a homeless facility under 24 CFR part 291; and
- (5) Continue funding supportive housing where the recipient has received funding under this part for leasing, supportive services, or operating costs.

(c) *Structures used for multiple purposes.* Structures used to provide supportive housing or supportive services may also be used for other purposes, except that assistance under this part will be available only in proportion to the use of the structures for supportive housing or supportive services.

(d) *Technical assistance.* HUD may offer technical assistance, as described in § 583.140.

§ 583.105 Grants for acquisition and rehabilitation.

(a) *Use.* HUD will grant funds to recipients to:

(1) Pay a portion of the cost of the acquisition of real property selected by the recipients for use in the provision of supportive housing or supportive services, including the repayment of any outstanding debt on a loan made to purchase property that has not been used previously as supportive housing or for supportive services;

(2) Pay a portion of the cost of rehabilitation of structures, including cost-effective energy measures, selected by the recipients to provide supportive housing or supportive services; or

(3) Pay a portion of the cost of acquisition and rehabilitation of structures, as described in paragraphs (a)(1) and (2) of this section.

(b) *Amount.* The maximum grant available for acquisition, rehabilitation, or acquisition and rehabilitation is the lower of:

- (1) \$200,000; or
- (2) The total cost of the acquisition, rehabilitation, or acquisition and rehabilitation minus the applicant's contribution toward the cost.

(c) *Increased amounts.* In areas determined by HUD to have high acquisition and rehabilitation costs, grants of more than \$200,000, but not more than \$400,000, may be available.

§ 583.110 Grants for new construction.

(a) *Use.* HUD will grant funds to recipients to pay a portion of the cost of new construction, including cost-effective energy measures and the cost of land associated with that construction, for use in the provision of supportive housing. If the grant funds are used for new construction, the applicant must demonstrate that the costs associated with new construction are substantially less than the costs associated with rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs associated with rehabilitation or new construction may include the cost of real property acquisition.

(b) *Amount.* The maximum grant available for new construction is the lower of:

- (1) \$400,000; or
- (2) The total cost of the new construction, including the cost of land associated with that construction, minus the applicant's contribution toward the cost of same.

§ 583.155 Grants for leasing.

(a) *General.* HUD will provide grants to pay (as described in § 583.130 of this

part) for the actual costs of leasing a structure or structures, or portions thereof, used to provide supportive housing or supportive services for up to five years.

(b)(1) *Leasing structures.* Where grants are used to pay rent for all or part of structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable space.

(2) *Leasing individual units.* Where grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged by the same owner for comparable unassisted units, and the portion of rents paid with grant funds may not exceed HUD-determined fair market rents.

§ 583.120 Grants for supportive services costs.

(a) *General.* HUD will provide grants to pay (as described in § 583.130) for the actual costs of supportive services for homeless persons. Homeless persons receiving supportive services need not be residents of supportive housing. All or part of the supportive services may be provided directly by the recipient or by arrangement with public or private service providers.

(b) *Supportive services costs.* Costs associated with providing supportive services include salaries paid to providers of supportive services and any other costs directly associated with providing such services. For a transitional housing project, supportive services costs also include the costs of services provided to former residents of transitional housing to assist their adjustment to independent living. Such services may be provided for up to six months after they leave the transitional housing facility.

§ 583.125 Grants for operating costs.

(a) *General.* HUD will provide grants to pay a portion (as described in § 583.130) of the actual operating costs of supportive housing for up to five years.

(b) *Operating costs.* Operating costs are those associated with the day-to-day operation of the supportive housing. They also include the actual expenses that a recipient incurs for conducting on-going assessments of the supportive services needed by residents and the availability of such services. In addition,

operating costs include relocation assistance under § 583.310, including payments and services.

(c) *Recipient share of operating costs.* Assistance for operating costs will be initially available for up to 75 percent of the total cost for two years and up to 50 percent of the total cost for the next three years. The recipient must pay the percentage of the actual operating costs not funded by HUD. At the end of each operating year, the recipient must demonstrate that it has met its share of the costs for that year.

§ 583.130 Commitment of grant amounts for leasing, supportive services, and operating costs.

Upon approval of an application for assistance for leasing, supportive services, or operating costs, HUD will obligate amounts for a period not to exceed five operating years. The total amount obligated will be equal to an amount necessary for the specified years of operation, less the recipient's share of operating costs.

(Approved by the Office of Management and Budget under OMB Control Number 2506-0112)

§ 583.135 Administrative costs.

(a) *General.* Up to five percent of any grant awarded under this part may be used for the purpose of paying costs of administering the assistance.

(b) *Administrative costs.* Administrative costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, and similar costs related to administering the grant after the award. This does not include the costs of carrying out eligible activities under §§ 583.105 through 583.125.

§ 583.140 Technical assistance.

(a) *General.* HUD will set aside up to two percent of the amount available annually for the Supportive Housing program to provide technical assistance under this part.

(b) *Technical assistance.* Funds are available to organizations or individuals to provide applicants (or prospective applicants) and recipients with skills or knowledge to help them plan, develop, administer, and/or evaluate their supportive housing program or specific activities more effectively. The assistance may include, but is not limited to, written information such as papers, monographs, manuals, guides, and brochures; person-to-person exchanges; and training such as seminars, classes, workshops, and meetings.

(c) *Selection of providers.* From time to time, as HUD determines the need,

HUD will advertise and competitively select providers to deliver assistance to Supportive Housing program recipients or applicants (or prospective applicants). HUD may enter into contracts, grants, or cooperative agreements, as appropriate, to implement the technical assistance.

§ 583.145 Matching requirements.

(a) *General.* The recipient must match the funds provided by HUD for grants for acquisition, rehabilitation, and new construction with an equal amount of funds from other sources.

(b) *Cash resources.* The matching funds must be cash resources provided to the project by one or more of the following: the recipient, the Federal government, State and local governments, and private resources.

(c) *Maintenance of effort.* State or local government funds used in the matching contribution are subject to the maintenance of effort requirements described at § 583.150(a).

§ 583.150 Limitations on use of assistance.

(a) *Maintenance of effort.* No assistance provided under this part (or any State or local government funds used to supplement this assistance) may be used to replace State or local funds previously used, or designated for use, to assist homeless persons.

(b) *Ineligible projects.* HUD will not assist a facility under this part if the project involves a structure that is assisted, or residents of the structure will receive assistance, under any of the following: the United States Housing Act of 1937 (e.g., Section 8 Rental Assistance Payments program), section 202 of the Housing Act of 1959, section 221(d)(3) (BMIR) or section 236 of the National Housing Act, section 101 of the Housing and Urban Development Act, section 811 of the National Affordable Housing Act, or subtitle F, title IV of the Stewart B. McKinney Homeless Assistance Act.

(c) *Primarily religious organizations.* (1) *Provision of assistance.* (i) HUD will provide assistance to a recipient that is a primarily religious organization if the organization agrees to provide housing and supportive services in a manner that is free from religious influences and in accordance with the following principles:

(A) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(B) It will not discriminate against any person applying for housing or

supportive services on the basis of religion and will not limit such housing or services or give preference to persons on the basis of religion;

(C) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of housing and supportive services.

(ii) HUD will provide assistance to a recipient that is a primarily religious organization if the assistance will not be used by the organization to construct a structure, acquire a structure or to rehabilitate a structure owned by the organization, except as described in paragraph (c)(2) of this section.

(2) *Rehabilitation of structures owned by a primarily religious organization.* Rehabilitation grants may be used to rehabilitate a structure owned by a primarily religious organization, if the following conditions are met:

(i) The structure (or portion of the structure) that is to be rehabilitated with HUD assistance has been leased to a recipient that is an existing or newly established wholly secular organization (which may be established by the primarily religious organization under the provisions of paragraph (c)(3) of this section);

(ii) The HUD assistance is provided to the wholly secular organization (and not the primarily religious organization) to make the improvements;

(iii) The leased structure will be used exclusively for secular purposes available to all persons regardless of religion;

(iv) The lease payments paid to the primarily religious organization do not exceed the fair market rent of the structure before the rehabilitation was done;

(v) the portion of the cost of any improvements that benefit any unleased portion of the structure will be allocated to, and paid for by, the primarily religious organization;

(vi) The primarily religious organization agrees that, if the recipient does not retain the use of the leased premises for wholly secular purposes for the useful life of the improvements, the primarily religious organization will pay an amount equal to the residual value of the improvements to the secular organization, and the secular organization will remit the amount to HUD.

(3) *Assistance to a wholly secular private nonprofit organization established by a primarily religious organization.* (i) A primarily religious organization may establish a wholly secular private nonprofit organization to

serve as a recipient. The wholly secular organization may be eligible to receive other forms of assistance available under this part.

(A) The wholly secular organization must agree to provide housing and supportive services in a manner that is free from religious influences and in accordance with the principles set forth in paragraph (c)(1)(i) of this section.

(B) The wholly secular organization may enter into a contract with the primarily religious organization to operate the supportive housing or to provide supportive services for the residents. In such a case, the primarily religious organization must agree in the contract to carry out its contractual responsibilities in a manner free from religious influences and in accordance with the principles set forth in paragraph (c)(1)(i) of this section.

(C) The rehabilitation grants are subject to the requirements of paragraph (c)(2) of this section.

(ii) HUD will not require the primarily religious organization to establish the wholly secular organization before the selection of its application. In such a case, the primarily religious organization may apply on behalf of the wholly secular organization. The application will be reviewed on the basis of the primarily religious organization's financial responsibility and capacity, and its commitment to provide appropriate resources to the wholly secular organization after formation. The requirement with regard to site control, described in § 583.320, may be satisfied if the primarily religious organization demonstrates site control and a commitment to transfer control of the site to the wholly secular organization after its formation. If such an application is selected for funding, the obligation of funds will be conditioned upon the establishment of a wholly secular organization that meets the definition of private nonprofit organization in § 583.5.

§ 583.155 Comprehensive housing affordability strategy (CHAS).

(a) *Applicants that are States or units of general local government.* The applicant must have a HUD-approved complete or abbreviated CHAS pursuant to the requirements of the CHAS regulations (24 CFR part 91), and must submit a certification that it is following, and the application for funding is consistent with, the HUD-approved CHAS.

(b) *Applicants that are not States or units of general local government.* The applicant must submit a certification by the jurisdiction in which the proposed project will be located that the

jurisdiction is following, and the applicant's application for funding is consistent with, the jurisdiction's HUD-approved CHAS. The certification must be made by the unit of general local government or the State, pursuant to the CHAS regulations at 24 CFR 91.1(b)(1)(ii), and as may be further described in the NOFA.

(c) *Indian tribes and the Insular Areas of Guam, the U.S. Virgin Islands, American Samoa and the Northern Mariana Islands.* These entities are not required to have a CHAS or to make CHAS certifications. An application by an Indian tribe or other applicant for a project that will be located on a reservation of an Indian tribe will not require a certification by the tribe or the State. However, where an Indian tribe is the applicant for a project that will not be located on a reservation, the requirement for a certification under the preceding paragraph will apply.

(d) *Timing of CHAS certification submissions.* Unless otherwise set forth in the NOFA, the required certification must be submitted by the funding application submission deadline announced in the NOFA. The jurisdiction required to make the certification must therefore get its CHAS approved by HUD in time for the certification to be submitted by the applicable deadline, i.e., the funding application deadline announced in the NOFA or, if the NOFA permits a later submission date for the certification, the later date. (HUD has 60 days to approve a CHAS.) However, in no event will an application be considered for funding if the required CHAS has not been submitted for HUD approval by the funding application deadline. All certifications must be signed by the public official responsible for submitting the CHAS to HUD, and must meet the requirements of the CHAS regulations at 24 CFR 91.80(a) and (b), "Consistency certification."

Subpart C—Application and Grant Award Process

§ 583.200 Notice of fund availability.

When funds are made available for assistance, HUD will publish a notice of fund availability in the Federal Register in accordance with the requirements of 24 CFR part 12. The notice will:

- Give the location for obtaining application packages, which will provide specific application requirements and guidance;
- Specify the date, time, and place for submitting completed applications;
- State the amount and status of funding available under the notice;

(d) Describe the factors relative to each rating criterion contained in § 583.215, and indicate the weight or relative importance of the criteria as they will be applied to the funding round announced in the notice;

(e) Specify the timing and conditions for curing technical deficiencies in a reviewed application; and

(f) Provide other appropriate program information and guidance, including purpose, authority, and eligibility.

§ 583.205 Grant award process.

(a) *General.* The grant award process for assistance under this part consists of the following:

(1) Reviewing applications for eligibility for assistance;

(2) Rating applications (see § 583.215);

(3) Selecting applications (see § 583.220);

(4) Obtaining additional information and awarding grants (see § 583.225).

(b) *Prohibition of disclosure of selection information.* The selection process for assistance under this part is subject to the prohibition of disclosure of covered information regarding the selection process, as described in 24 CFR part 4. Applicants for or recipients of assistance who have received covered selection information may be subject to sanctions, as determined to be appropriate.

§ 583.210 Application requirements.

Applications for grants must be submitted in the form prescribed by HUD in the application package, must meet the requirements of this part, and must be submitted within the time period established by HUD in the notice of fund availability under § 583.200. HUD reserves the right to reject applications from any applicant with an outstanding obligation to HUD that is in arrears or for which a payment schedule has not been agreed to, or whose response to an audit finding is overdue or unsatisfactory.

(Approved by the Office of Management and Budget under OMB Control Number 2506-0112)

§ 583.215 Rating criteria for applications.

(a) *General.* Applications will be assigned a rating score and placed in ranked order, based upon the criteria listed in paragraph (b) of this section, and described in more detail in the notice of fund availability published in the Federal Register for each program funding round.

(b) *Criteria.* HUD will award points for the following criteria:

(1) Ability of the applicant to develop and operate a project;

(2) Innovative quality of the proposal;

(3) Need for the type of project proposed by the applicant in the area to be served;

(4) Extent to which the amount of assistance to be provided under this part will be supplemented with resources from other public and private sources;

(5) Cost effectiveness of the proposed project;

(6) Extent to which the applicant has demonstrated coordination with other Federal, State, local, private and other entities serving homeless persons in the planning and operation of the project;

(7) Extent to which the project targets homeless persons living in emergency shelters or in places not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; and

(8) Quality of the project.

§ 583.220 Selecting applications.

(a) *General.* The highest-ranked applications will be conditionally selected in accordance with their ranked order, as determined under § 583.215, to the extent funds are available, and consistent with the funding minimums described in paragraph (b) of this section. Each will be requested, as necessary, to provide additional project information, as described in § 583.225, as a prerequisite to a grant offer from HUD.

(b) *Funding minimums.* HUD will allocate not less than 25 percent to projects designed primarily to serve homeless families with children, not less than 25 percent to projects designed primarily to serve homeless persons with disabilities, and not less than 10 percent for supportive services not provided in conjunction with supportive housing. HUD will skip higher-ranked applications in a category for which the minimum percentage has already been achieved, if necessary, to achieve the minimum percentage for another category. If there are an insufficient number of approvable applications in a category to achieve its minimum percentage, the unused balance will be used for the next highest-ranked approvable applications in the competition.

(c) *Ties between applicants.* In the event of a tie between applicants, HUD will use the selection criterion in § 583.215(b)(3), need for the type of project proposed in the area to be served, to determine which application should be selected for potential funding.

(d) *Procedural error.* If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

§ 583.225 Obtaining additional information and awarding grants.

(a) *Additional information.*

Applicants with highest-ranked applications will be requested, as necessary, by HUD to submit additional project information, which may include:

(1) Documentation to show that the project is feasible;

(2) Documentation showing firm commitments for the cash match described in § 583.145;

(3) Documentation showing site control, as described in § 583.320 of this part;

(4) Information necessary for HUD to perform an environmental review, where applicable, as described in § 583.230; and

(5) Such other documentation as specified by HUD in writing to the applicant, that confirms or clarifies information provided in the application.

(b) *Receipt of additional information.* The required additional information must be received in acceptable form within the timeframe established by HUD in a notice of fund availability published in the Federal Register. HUD reserves the right to remove any proposed project from further consideration for grant assistance if the required additional project information is not received in acceptable form by the established deadline.

(c) *Grant award.* Following receipt of the additional information in acceptable form (and, where HUD must perform the environmental review described in § 583.230, provided that the review indicates that the proposed project is environmentally acceptable to HUD), HUD will approve the application and send a grant agreement for execution to the applicant.

(Approved by the Office of Management and Budget under OMB Control Number 2506-0112)

§ 583.230 Environmental review.

(a) *Generally.* Project selection is subject to completion of an environmental review of the proposed site, and the project may be modified or the site rejected as a result of that review. The environmental effects must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4320) (NEPA) and the related environmental laws and authorities listed in HUD's implementing regulations at 24 CFR parts 50 or 58, depending on who is responsible for environmental review.

(b) *Responsibility for review.* (1) HUD will perform the environmental review, in accordance with part 50 of this title, for conditionally selected applications

received directly from private nonprofit organizations and governmental entities with special or limited purpose powers. HUD is not permitted to approve such applications prior to its completion of this review.

(2) Applicants that are States, metropolitan cities, urban counties, tribes, or other governmental entities with general purpose powers must assume responsibility for environmental review, decisionmaking, and action for each application for assistance in accordance with part 58 of this title. HUD is permitted to approve such applications subject to the completion of reviews by the applicant in accordance with part 58 of this title. Applicants performing these reviews may adopt relevant and adequate prior reviews conducted by HUD or another governmental entity if the reviews meet the particular requirements of the Federal environmental law or authority under which they would be adopted, and only under certain conditions (e.g., a determination that no environmentally significant changes have occurred since the review was done). Applicants who adopt such relevant and adequate prior reviews may include the environmental certification and Request for Release of Funds with their applications.

(c) *Environmental review by HUD.* With regard to the environmental effects of applications for which HUD performs the review, HUD will undertake its review in accordance with the provisions of NEPA and the related authorities listed in 24 CFR 50.4. Any application subject to environmental review by HUD that requires an Environmental Impact Statement (EIS) (generally, an application that HUD determines would have a significant impact on the human environment, in accordance with the environmental assessment procedures at 24 CFR part 50, subpart E) will not be eligible for assistance under this part.

(d) *Environmental review by applicants.* (1) An applicant that is required under paragraph (b)(2) of this section to assume environmental review responsibility must include in its application an assurance that the applicant will assume all the environmental review responsibility that would otherwise be performed by HUD as the responsible Federal official under NEPA and related authorities listed in 24 CFR part 58, including acceptance of jurisdiction of the Federal courts.

(2) The award is subject to completion of the environmental responsibilities set out in 24 CFR part 58 within a reasonable time period after notification of the award. (This provision does not

preclude the applicant from enclosing its environmental certification and Request for Release of Funds with its application.)

(i) Upon completion of the requirements in 24 CFR part 58, applicants must certify the completion and submit a Request for Release of Funds. This submission is not required in cases in which the applicant determines, in accordance with 25 CFR part 58, that its program components are totally exempt.

(ii) HUD will not release funds if the recipient or any other party commits funds under this part (i.e., incurs any costs or expenditures to be paid or reimbursed with HUD funds) before the recipient submits and HUD approves its Request for Release of Funds (when such submission is required).

(3) A general government applicant that believes that it does not have the legal capacity to carry out the responsibilities required by 24 CFR part 58 should contact the appropriate HUD field office for further instructions. Determinations of legal capacity will be made on a case-by-case basis.

§ 583.235 *Renewal grants.*

(a) *General.* Grants made under this part, and grants made under subtitles C and D (the Supportive Housing Demonstration and SAFAH, respectively) of the Stewart B. McKinney Homeless Assistance Act as in effect before October 28, 1992, may be renewed on a noncompetitive basis to continue ongoing leasing, operations, and supportive services for additional years beyond the initial funding period. To be considered for renewal funding for leasing, operating costs, or supportive services, recipients must submit a request for such funding in the form specified by HUD, must meet the requirements of this part, and must submit requests within the time period established by HUD.

(b) *Assistance available.* The first renewal will be for a period of time not to exceed the difference between the end of the initial funding period and ten years from the date of initial occupancy or the date of initial service provision, as applicable. Any subsequent renewal will be for a period of time not to exceed five years. Assistance during each year of the renewal period, subject to maintenance of effort requirements under § 583.150(a) may be for:

- (1) Up to 50 percent of the actual operating and leasing costs in the final year of the initial funding period;
- (2) Up to the amount of HUD assistance for supportive services in the final year of the initial funding period; and

(3) An allowance for cost increases.

(c) *HUD review.* (1) HUD will review the request for renewal and will evaluate the recipient's performance in previous years against the plans and goals established in the initial application for assistance, as amended. HUD will approve the request for renewal unless the recipient proposes to serve a population that is not homeless, or the recipient has not shown adequate progress as evidenced by an unacceptably slow expenditure of funds, or the recipient has been unsuccessful in assisting participants in achieving and maintaining independent living. In determining the recipient's success in assisting participants to achieve and maintain independent living, consideration will be given to the level and type of problems of participants. For recipients with a poor record of success, HUD will also consider the recipient's willingness to accept technical assistance and to make changes suggested by technical assistance providers. Other factors which will affect HUD's decision to approve a renewal request include the following: a continuing history of inadequate financial management accounting practices, indications of mismanagement on the part of the recipient, a drastic reduction in the population served by the recipient, program changes made by the recipient without prior HUD approval, and loss of project site.

(2) HUD reserves the right to reject a request from any organization with an outstanding obligation to HUD that is in arrears or for which a payment schedule has not been agreed to, or whose response to an audit finding is overdue or unsatisfactory.

(3) HUD will notify the recipient in writing that the request has been approved or disapproved.

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Subpart D—Program Requirements

§ 583.300 *General operation.*

(a) *State and local requirements.* Each recipient of assistance under this part must provide housing or services that are in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the project is located regarding the condition of the structure and the operation of the housing or services.

(b) *Habitability standards.* Except for such variations as are proposed by the recipient and approved by HUD,

supportive housing must meet the following requirements:

(1) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

(2) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(3) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

(4) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(5) *Water supply.* The water supply must be free from contamination.

(6) *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

(7) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

(9) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(11) *Fire safety.* (i) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(ii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include,

but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

(c) *Meals.* Each recipient of assistance under this part who provides supportive housing for homeless persons with disabilities must provide meals or meal preparation facilities for residents.

(d) *Ongoing assessment of supportive services.* Each recipient of assistance under this part must conduct an ongoing assessment of the supportive services required by the residents of the project and the availability of such services, and make adjustments as appropriate.

(e) *Residential supervision.* Each recipient of assistance under this part must provide residential supervision necessary to facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate supportive housing. Residential supervision may include the employment of a full- or part-time residential supervisor with sufficient knowledge to provide or to supervise the provision of supportive services to the residents.

(f) *Participation of homeless persons.* (1) Each recipient of assistance under this part must provide for the consultation and participation of not less than one homeless person or formerly homeless person on the board of directors or an equivalent policymaking entity of the recipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if an applicant is unable to meet it and presents a plan, for HUD approval, to otherwise consult with homeless or formerly homeless persons in considering and making such policies and decisions. Participation of such a person on boards or policymaking entities who is also a participant in the program does not constitute a conflict of interest under § 583.330(e).

(2) Each recipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating the project and in providing supportive services for the project.

(g) *Records and reports.* Each recipient of assistance under this part must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability

status data) that HUD may require within the timeframe required.

(h) *Confidentiality.* Each recipient that provides family violence prevention or treatment services must develop and implement procedures to ensure:

(1) The confidentiality of records pertaining to any individual services; and

(2) That the address or location of any project assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the project.

(i) *Termination of housing assistance.* The recipient may terminate assistance to a participant who violates program requirements. Recipients should terminate assistance only in the most severe cases. Recipients may resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

(1) Written notice to the participant containing a clear statement of the reasons for termination;

(2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(3) Prompt written notice of the final decision to the participant.

(j) *Limitation of stay in transitional housing.* A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing for the individual or family has not been located or if the individual or family requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the homeless individuals or families remain in that project longer than 24 months.

(k) *Outpatient health services.* Outpatient health services provided by the recipient must be approved as appropriate by HUD and the Department of Health and Human Services (HHS). Upon receipt of an application that proposes the provision of outpatient health services, HUD will consult with HHS with respect to the appropriateness of the proposed services.

(1) *Annual assurances.* Recipients who receive assistance only for leasing, operating costs or supportive services costs must provide an annual assurance for each year such assistance is received

that the project will be operated for the purpose specified in the application.

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§ 583.305 Term of commitment; repayment of grants; prevention of undue benefits.

(a) *General.* All recipients receiving assistance for acquisition, rehabilitation, or new construction must agree to operate the supportive housing or provide supportive services in accordance with this part for a term of at least 20 years from the date of initial occupancy or date of initial service provision. If HUD determines that a project is no longer needed for use as supportive housing or to provide supportive services and approves the use of the project for the direct benefit of low-income persons pursuant to a request for such use by the recipient operating the project, HUD may authorize the recipient to convert the project to such use.

(b) *Repayment of grant.* If the facility is not operated as supportive housing or to provide supportive services for homeless persons for 10 years following the date of initial occupancy or date of initial service provision, HUD shall require repayment of the entire amount of the grant used for acquisition, rehabilitation, or new construction, unless conversion of the project has been authorized under paragraph (a) of this section. If the supportive housing is used for such purposes for more than 10 years, the recipient's repayment amount will be reduced by 10 percentage points for each year beyond the 10-year period in which the project is used for supportive housing.

(c) *Prevention of undue benefits.* Except as provided in paragraph (d) of this section, upon any sale or other disposition of a project assisted with acquisition, rehabilitation, or new construction funds occurring before the expiration of the 20-year period, the recipient must comply with such terms and conditions as HUD may prescribe to prevent the recipient from unduly benefiting from such sale or disposition.

(d) *Exception.* A recipient will not be required to comply with the terms and conditions prescribed under paragraphs (b) and (c) of this section if the sale or disposition of the project results in the use of the project for the direct benefit of very low-income persons or if all the proceeds are used to provide supportive housing meeting the requirements of this part.

§ 583.310 Displacement, relocation, and acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, recipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for supportive housing is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Responsibility of recipient.* (1) The recipient must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

(3) The recipient must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

(e) *Appeals.* A person who disagrees with the recipient's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the recipient. A low-income person who is dissatisfied with the recipient's determination on his or her appeal may submit a written request for review of that determination to the HUD field office.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property permanently as a direct result of

acquisition, rehabilitation, or demolition for supportive housing projects assisted under this part. The term "displaced person" includes, but may not be limited to:

(i) A person that moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice or refuses to renew an expiring lease, if the move occurs on or after:

(A) The date that the recipient submits to HUD an application for assistance that is later approved and funded, if the recipient has control of the project site; or

(B) The date that the recipient obtains control of the project site, if such control is obtained after the submission of the application to HUD.

(ii) Any person, including a person who moves before the date described in paragraph (f)(1)(i) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project.

(iii) A tenant-occupant of a dwelling unit who moves permanently from the building/complex on or after the date of the "initiation of negotiations" (see paragraph (g) of this section) if the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions must include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(A) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs; or

(B) 30 percent of gross household income. If the initial rent is at or near the maximum, there must be a reasonable basis for concluding at the time the project is initiated that future rent increases will be modest.

(iv) A tenant of a dwelling who is required to relocate temporarily, but does not return to the building/complex, if either:

(A) A tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or

(B) Other conditions of the temporary relocation are not reasonable.

(v) A tenant of a dwelling who moves from the building/complex permanently after he or she has been required to move to another unit in the same building/complex, if either:

(A) The tenant is not offered reimbursement for all reasonable out-of-

pocket expenses incurred in connection with the move; or

(B) Other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local or tribal law, or other good cause, and HUD determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The recipient may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the recipient and HUD, or selection of the project site, if later.

§ 583.315 Resident rent.

(a) *Calculation of resident rent.* Each resident of supportive housing may be required to pay as rent an amount determined by the recipient which may not exceed the highest of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family members, medical expenses, and child care expenses);

(2) 10 percent of the family's monthly income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.

(b) *Use of rent.* Resident rent may be used in the operation of the project or may be reserved, in whole or in part, to assist residents of transitional housing in moving to permanent housing.

(c) *Fees.* In addition to resident rent, recipients may charge residents reasonable fees for services not paid with grant funds.

§ 583.320 Site control.

(a) *Site control.* (1) Where grant funds will be used for acquisition, rehabilitation, or new construction to provide supportive housing or supportive services, or where grant funds will be used for operating costs of supportive housing, or where grant funds will be used to provide supportive services except where an applicant will provide services at sites not operated by the applicant, an applicant must demonstrate site control before HUD will execute a grant agreement (e.g., through a deed, lease, executed contract of sale). If such site control is not demonstrated within one year after initial notification of the award of assistance under this part, the grant will be deobligated as provided in paragraph (c) of this section.

(2) Where grant funds will be used to lease all or part of a structure to provide supportive housing or supportive services, or where grant funds will be used to lease individual housing units for homeless persons who will eventually control the units, site control need not be demonstrated.

(b) *Site change.* (1) A recipient may obtain ownership or control of a suitable site different from the one specified in its application. Retention of an assistance award is subject to the new site's meeting all requirements under this part for suitable sites.

(2) If the acquisition, rehabilitation, acquisition and rehabilitation, or new construction costs for the substitute site are greater than the amount of the grant awarded for the site specified in the application, the recipient must provide for all additional costs. If the recipient is unable to demonstrate to HUD that it is able to provide for the difference in costs, HUD may deobligate the award of assistance.

(c) *Failure to obtain site control within one year.* HUD will recapture or deobligate any award for assistance under this part if the recipient is not in

control of a suitable site before the expiration of one year after initial notification of an award.

§ 583.325 Nondiscrimination and equal opportunity requirements.

(a) *General.* Notwithstanding the permissibility of proposals that serve designated populations of disabled homeless persons, recipients serving a designated population of disabled homeless persons are required, within the designated population, to comply with these requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, and disability.

(b) *Nondiscrimination and equal opportunity requirements.* Use of assistance under this part must comply with the following requirements:

(1)(i) Except as provided in paragraph (b)(1)(ii) of this section, the requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

(ii) The Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*) applies to tribes when they exercise their powers of self-government, and to IHAs when established by exercise of such powers. When an IHA is established under State law, the applicability of the Indian Civil Rights Act will be determined on a case-by-case basis. Projects subject to the Indian Civil Rights Act must be developed and operated in compliance with its provisions and all implementing HUD requirements, instead of title VI and the Fair Housing Act and their implementing regulations.

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

(3) The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR chapter 60.

(4) The requirements of section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Economic

Opportunities for Low- and Very Low-Income Persons).

(5) The requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 39) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138 (3 CFR, 1977 Comp., p. 393) (Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, recipients must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

(c) *Procedures.* (1) If the procedures that the recipient intends to use to make known the availability of the supportive housing are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for admission to the housing, the recipient must establish additional procedures that will ensure that such persons can obtain information concerning availability of the housing.

(2) The recipient must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

(d) *Accessibility requirements.* The recipient must comply with the new construction accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, and the reasonable accommodation and rehabilitation accessibility requirements of section 504 as follows:

(1) All new construction must meet the accessibility requirements of 24 CFR 8.22 and, as applicable, 24 CFR 100.205.

(2) Projects in which costs of rehabilitation are 75 percent or more of the replacement cost of the building must meet the requirements of 24 CFR 8.23(a). Other rehabilitation must meet the requirements of 24 CFR 8.23(b).

§ 583.330 Applicability of other Federal requirements.

Use of assistance provided under this part must comply with the following additional requirements:

(a) *Flood insurance.* (1) The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128) prohibits the approval of applications for assistance for acquisition or construction (including rehabilitation) for supportive housing located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, unless:

(i) The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than a year has passed since FEMA notification regarding such hazards; and

(ii) Flood insurance is obtained as a condition of approval of the application.

(2) Applicants with supportive housing located in an area identified by FEMA as having special flood hazards and receiving assistance for acquisition or construction (including rehabilitation) are responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

(b) The Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 *et seq.*) may apply to proposals under this part, depending on the assistance requested.

(c) *Applicability of OMB Circulars.* The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contracts and Other Agreements with State and Local Governments) and 24 CFR part 85 apply to the award, acceptance, and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) and A-122 (Cost Principles Applicable to Grants, Contracts and Other Agreements with Nonprofit Institutions) apply to the acceptance and use of assistance by private nonprofit organizations, except where inconsistent with the provisions of the McKinney Act, other Federal statutes, or this part. (Copies of OMB Circulars may be obtained from E.O.P. Publications, Room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.)

(d) *Lead-based paint.* Any residential property assisted under this part constitutes HUD-associated housing for the purposes of the Lead-Based Paint Poisoning Prevention Act and is, therefore, subject to 24 CFR part 35.

(e) *Conflicts of interest.* (1) In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a personal

or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decisionmaking under § 583.300(f) does not constitute a conflict of interest.

(2) Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (e)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the program and the effective and efficient administration of the recipient's project. An exception may be considered only after the recipient has provided the following:

(i) For States and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) For all recipients, an opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(3) In determining whether to grant a requested exception after the recipient has satisfactorily met the requirement of paragraph (e)(2) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the project which would otherwise not be available;

(ii) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iii) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(iv) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (e)(1) of this section;

(v) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vi) Any other relevant considerations.

(f) Use of debarred, suspended, or ineligible contractors. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

(g) Audit. The financial management systems used by recipients under this program must provide for audits in accordance with 24 CFR part 44 or part 45, as applicable. HUD may perform or require additional audits as it finds necessary or appropriate.

(h) Davis-Bacon Act. The provisions of the Davis-Bacon Act do not apply to this program.

(i) Drug-free facilities. Recipients are subject to the requirements of sections 5151-5160 of the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR part 24.

Subpart E—Administration

§ 583.400 Grant agreement.

(a) *General.* The duty to provide supportive housing or supportive services in accordance with the requirements of this part will be incorporated in a grant agreement executed by HUD and the recipient.

(b) *Enforcement.* HUD will enforce the obligations in the grant agreement through such action as may be appropriate, including repayment of funds that have already been disbursed to the recipient.

§ 583.405 Program changes.

(a) *HUD approval.* (1) A recipient may not make any significant changes to an approved program without prior HUD approval. Significant changes include, but are not limited to, a change in the

recipient, a change in the project site, additions or deletions in the types of activities listed in § 583.100 of this part approved for the program or a shift of more than 10 percent of funds from one approved type of activity to another, and a change in the category of participants to be served. Depending on the nature of the change, HUD may require a new certification of consistency with the CHAS (see § 583.155).

(2) Approval for changes is contingent upon the application ranking remaining high enough after the approved change to have been competitively selected for funding in the year the application was selected.

(b) *Documentation of other changes.* Any changes to an approved program that do not require prior HUD approval must be fully documented in the recipient's records.

§ 583.410 Obligation and deobligation of funds.

(a) *Obligation of funds.* When HUD and the applicant execute a grant agreement, funds are obligated to cover the amount of the approved assistance under subpart B of this part. The recipient will be expected to carry out the supportive housing or supportive services activities as proposed in the application.

(b) *Increases.* After the initial obligation of funds, HUD will not make revisions to increase the amount obligated.

(c) *Deobligation.* (1) HUD may deobligate all or parts of grants for acquisition, rehabilitation, acquisition and rehabilitation, or new construction:

(i) If the actual total cost of acquisition, rehabilitation, acquisition

and rehabilitation, or new construction is less than the total cost anticipated in the application; or

(ii) If proposed activities for which funding was approved are not begun within three months or residents do not begin to occupy the facility within nine months after grant execution.

(2) HUD may deobligate the amounts for annual leasing costs, operating costs or supportive services in any year:

(i) If the actual leasing costs, operating costs or supportive services for that year are less than the total cost anticipated in the application; or

(ii) If the proposed supportive housing operations are not begun within three months after the units are available for occupancy.

(3) The grant agreement may set forth in detail other circumstances under which funds may be deobligated, and other sanctions may be imposed.

(4) HUD may:

(i) Readvertise the availability of funds that have been deobligated under this section in a notice of fund availability under § 583.200, or

(ii) Award deobligated funds to applications previously submitted in response to the most recently published notice of fund availability, and in accordance with subpart C of this part.

Dated: February 8, 1993.

Don I. Patch,

Acting Deputy Assistant Secretary for Grant Programs.

[FR Doc. 93-5689 Filed 3-12-93; 8:45 am]

BILLING CODE 4210-29-M

MEETING DATE: JUL 02 1996
AGENDA NO: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Order authorizing the temporary closure of a portion of NE Glisan Street for road reconstruction

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

REGULAR MEETING: Date Requested: July 2, 1996
Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation Right-of-Way
CONTACT: John Dorst TELEPHONE #: 248-3599
BLDG/ROOM #: 425/ENG

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Execution of Order authorizing the temporary closure of a portion of NE Glisan Street for road reconstruction in conjunction with the development of the LSI Logic Integrated Circuits Plant

7/2/96 copies to John Dorst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Ken E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
96 JUN 24 AM 11:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOHN DORST *JD*

TODAY'S DATE: June 21, 1996

REQUESTED PLACEMENT DATE: JULY 11, 1996

RE: Order Temporarily Closing a portion of NE Glisan Street for road reconstruction

I. Recommendation/Action Requested

The Transportation Division recommends execution of an order which will authorize closure of NE Glisan Street for public safety during road reconstruction for a period of up to 60 days.

II. Background/Analysis:

Removal and reconstruction of the vertical curve as well as the addition of adequate storm drainage and other public facilities had been planned to be completed within the next five years according to the Transportation Capitol Improvement Plan, but with the development of the adjacent site by LSI Logic, reconstruction has become necessary for this year. The contract allows for 45 days to complete the work requiring the closure, but we are requesting 60 days to allow for acts of God, or other delays which might arise. As the contract has not been let, the request for road closure for a period not to exceed 60 days is to be used between July 20 and December 1. This request is recommended for the safety of motorists and pedestrians during the hazardous phases of this project.

III. Financial Impact:

There is no financial impact to the County related to the road closure.

IV. Legal Issues:

The Board of County Commissioners is empowered to prohibit the operation upon streets within its jurisdiction of all vehicles and pedestrians. The reconstruction of the entire road grade poses safety issues that can be avoided through closure.

V. Controversial Issues:

The possible controversial issue may be the public inconvenience of an arterial road closure, however, signage and detour routes will be in place for the duration of the closure. The improvement of this road outweighs the temporary inconvenience of a detour. Public meetings were held concerning the construction and no adverse comments have been received. Public notification will be provided in advance of closure through press releases and local signage.

VI. Link to Current County Policies:

Support of this development and reconstruction project displays Multnomah County Comprehensive Framework Policy 33a by implementing the comprehensive plan, supporting economic growth, and providing a safe and functional transportation system.

Policy 34 is linked through placing priority on maintaining the existing trafficways, and making improvements to the existing system rather than constructing new facilities.

VII. Citizen Participation:

Public meetings have been held concerning the road construction issues and no adverse comments have been received.

VIII. Other Government Participation:

This portion of NE Glisan Street is under the jurisdiction of Multnomah County, and within, or adjacent to the city limits of Fairview, Wood Village and Gresham. Each city has taken part in the process of the development and reconstruction in this area.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR
MULTNOMAH COUNTY

In the Matter of Restricting Vehicular Traffic)
from NE Glisan Street Between NE 242nd)
Avenue and NE 223rd Avenue for the)
Reconstruction of NE Glisan Street)

O R D E R

96-120

WHEREAS, under Oregon law, the Board of County Commissioners has jurisdiction over county roads and is responsible for the maintenance and repair of said roads; and

WHEREAS, the Board is empowered to prohibit the operation upon highways or streets within its jurisdiction of all vehicles and pedestrians; and

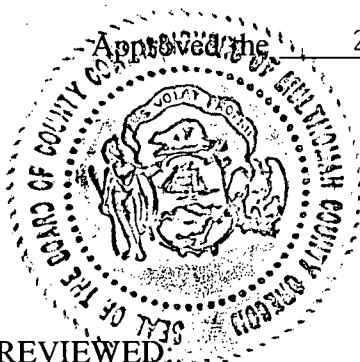
WHEREAS, the reconstruction of the road due to substantial grade modifications cannot be achieved keeping the road open; and

WHEREAS, public meetings have been held concerning the reconstruction of NE Glisan with no adverse response; and

WHEREAS it is necessary for the safety of the motorists and pedestrians, the development of adjacent land parcels and construction of the ultimate section of NE Glisan Street, and the Board being fully advised herein, it is

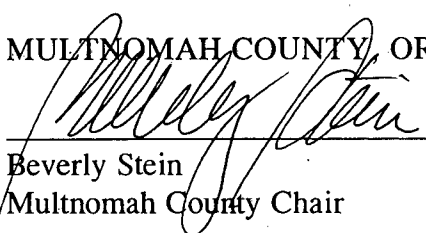
ORDERED, that any and all vehicles are restricted from using NE Glisan Street between NE 242nd Avenue and NE 223rd Avenue, for a period not to exceed sixty (60) days; and it is

FURTHER ORDERED, that as part of this project, signs be posted in a conspicuous manner to inform the public of the restrictions.

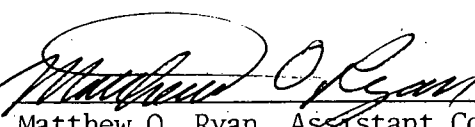


Approved the 2nd day of July, 1996.

MULTNOMAH COUNTY, OREGON


Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant Counsel

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 7/2/96

NAME Arnold Rocklin-Friends of Forest Park
ADDRESS PO Box 83645

STREET
Portland, OR 97283
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-3
SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK _____

2

PLEASE PRINT LEGIBLY!

MEETING DATE 7/2/96

NAME

HANK McCURDY

ADDRESS

14250 N.W. McNAMEE RD
STREET

Portland Ore 97221
CITY **ZIP**

ANGELL BROS.

I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 7/2/96

NAME

Colleen B Rugh

ADDRESS

14190 NW McNamara Rd

STREET

Portland

CITY

97231

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R3

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

Meeting Date: JUL 0 2 1996

Agenda No: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: First Reading of an Ordinance adopting Protected Aggregate & Mineral (PAM) Zoning Overlay District for the Angell Brothers quarry site and surrounding properties.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July 2, 1996

Amount of Time Needed: 30 minutes

DEPARTMENT: DES

DIVISION: Transportation & Land Use Planning -
- Planning & Program Development Section

CONTACT: Gordon Howard

TELEPHONE: 248-3043

BLDG /ROOM: 412/Plan

PERSON(S) MAKING PRESENTATION: Gordon Howard

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval

Summary (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

7/3/96 copies to Gordon Howard & Ordinance
Distribution list

Application of the Protected Aggregate and Mineral (PAM) Zoning Overlay Sub-District to the Angell Brothers quarry site and to properties within the quarry's impact area as delineated in the West Hills Reconciliation Report. Recommend adoption of this ordinance to implement the West Hills Reconciliation Report. The ordinance is requested to be by emergency to ensure that Angell Brothers Inc. can submit an application to comprehensively mine the quarry site and Multnomah County can consider this application in a timely manner.

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: Blayne E. Nicholas

BOARD OF
COUNTY COMMISSIONERS
96 JUN 24 PM 2:29
MULTNOMAH COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
ORDINANCE SUPPLEMENT**

TO: Multnomah County Board of Commissioners

FROM: Planning Staff

TODAY'S DATE: June 21, 1996

REQUESTED

PLACEMENT DATE: June 2, 1996

SUBJECT: First Reading on proposed application of the Protected Aggregate and Mineral (PAM) Zoning Overlay District to lands in and around the Angell Brothers Quarry site.

I. RECOMMENDATION / ACTION REQUESTED:

- 1) Adopt an ordinance applying the Protected Aggregate and Mineral (PAM) Zoning Overlay District to the Angell Brothers quarry site and to the impact area identified in the West Hills Reconciliation Report (All properties within 1,200 feet plus additional areas comprising the Burlington Bottoms property owned by Bonneville Power Administration).
- 2) Find that this ordinance is necessary for the health, safety, and general welfare of the people of Multnomah County, and approve this ordinance with an emergency clause so that it takes effect immediately, rather than 30 days after a second reading.
- 3) Direct the Transportation and Land Use Planning Division to process an amendment to the West Hills Reconciliation Report which would remove parks and associated uses from the list of "prohibited" uses within the Angell Brothers quarry impact area, and place them within the list of "uses conditionally allowed."

II. BACKGROUND / ANALYSIS:

A) PAM Ordinance Application

This ordinance is a quasi-judicial zone change, initiated by the Multnomah County Division of Transportation and Land Use Planning, which, if approved, would place the Protected Aggregate and Mineral (PAM) Zoning Overlay District on properties in and around the Angell Brothers mineral and aggregate site, located at 14545 NW St. Helens

Rd. (Highway 30).

Since this zone change affects a site-specific area, it is classified as a quasi-judicial zone change, rather than a legislative zone change. The Transportation and Land Use Planning Division has prepared proper public notice for this hearing, which consists of a mailed notice to affected property owners, a newspaper notice, and posting of the Angell Brothers property with notice of the hearing. The Planning Commission acted as the initial hearing body, and recommended approval of the ordinance (see attached resolution) on June 3, 1996. Since this action requires approval of an ordinance, it has been placed on the agenda of the Board of Commissioners for a public hearing.

The PAM Zoning Overlay District placement on this area would implement the West Hills Reconciliation Report. That report was adopted in its final form by the Board of Commissioners on September 7, 1995 and acknowledged as in compliance with Statewide Planning Program Goal 5 by the Oregon Land Conservation and Development Commission on March 7, 1996. On Page VI-22 of the adopted West Hills Reconciliation Report is a list of uses not allowed in the impact area (unless they already legally exist). These uses include:

- Destination resorts
- Temporary forest labor camps
- Caretaker residences for public parks and fish hatcheries
- Private seasonal accommodations for fee hunting operations
- Water intake facilities, related treatment facilities, pumping stations, and distribution lines
- Reservoirs and water impoundments
- Forest management research and experimentation facilities
- Private hunting and fishing operations without lodging accommodations
- Parks and Campgrounds
- Forest land dwellings in the Extraction Area

The impact area is defined and justified on Pages IV-17 through IV-19 and is mapped on Page IV-10 of the West Hills Reconciliation Report. The impact area was defined by the report as all lands within 1,200 feet of the Angell Brothers property, and additional lands which are part of the Burlington Bottoms publicly-owned wetlands area. These areas were selected because of the potential for noise, dust, water quality, traffic, scenic, streams, and wildlife habitat impacts associated with the potential for mining of the aggregate site.

The method for implementing the West Hills Reconciliation Report's restrictions on uses within the impact area, and restricting uses other than mining in the extraction area, is

found in Section 11.15.6750 et. seq. of the Zoning Ordinance, which consists of the PAM Overlay Zoning District. This district was added to the Zoning Ordinance by the Board of Commissioners in October, 1994, upon the recommendation of the Planning Commission. The PAM Overlay Zoning District is divided into two sub-districts, the Extraction Area (EA) and the Impact Area (IA). The Extraction Area sub-district would be applied to the Angell Brothers mineral and aggregate site itself, while the Impact Area sub-district would be applied to all lands so designated in the West Hills Reconciliation Report.

Section 11.15.6780 details the allowed uses within the PAM-Extraction Area Sub-district, while Section 11.15.6780 details the allowed uses within the PAM-Impact Area Sub-district. In addition to prohibiting or conditioning uses as stated in the West Hills Reconciliation Report, these sub-districts contain additional qualifications on uses normally allowed or conditionally allowed in the underlying zoning district. Within the Extraction Area, mining and related activities are allowed pursuant to the Conditional Use standards set forth elsewhere in the ordinance. These standards require mitigation of impacts to existing uses, particularly noise and dust sensitive uses. Meanwhile, the Impact Area regulations require all new noise and dust sensitive uses which are not prohibited to be approved conditionally through the Conditional Use process. The approval criteria for this process, contained within Section 11.15.6790 of the Zoning Ordinance, require proof that placement of the noise and dust sensitive use on the site will not cause the on-going or future mining activities to violate state standards for air quality and noise.

B) Emergency Nature of Ordinance

The draft ordinance before the Board of Commissioners includes an emergency clause, which would result in the ordinance taking effect immediately upon approval. Staff has included the emergency clause in the ordinance and recommends its adoption. Inclusion of the emergency clause would allow Angell Brothers Inc. to immediately file an application for a conditional use permit to mine the protected aggregate site. Angell Brothers Inc. wishes to process the conditional use permit expeditiously, so that if it is approved, Angell Brothers Inc. can continue to mine the site and provide necessary aggregate materials to its public and private sector customers without interruption.

C) Need for Amendment of the West Hills Reconciliation Report

At the June 3, 1996 Planning Commission hearing, a Commissioner noted that the West Hills Reconciliation Report prohibits parks and recreation uses within the impact area of the Angell Brothers quarry. This could frustrate future efforts to provide some sort of park facilities on the Burlington Bottoms wetlands area, which is owned by the

Bonneville Power Administration and is a key element of METRO's Greenspaces Plan. In reviewing the record from previous actions on the West Hills Reconciliation Report, it appears that the prohibition on parks and recreation uses was included by staff at a time when the Burlington Bottoms property was not within the recommended quarry impact area. Subsequent action by the Board of Commissioners resulted in the inclusion of the entire Burlington Bottoms site, but the prohibition on parks and recreation uses remained. The Planning Commission and staff recommend that the Board of Commissioners authorize staff to bring forward an amendment to the West Hills Reconciliation Report which would place *parks and recreation uses* along with a second category, *caretaker residences for public parks and fish hatcheries*, into a list of uses conditionally allowed, so that any such proposed uses can undergo public review for their impact upon the quarry site, but are not prohibited outright.

III. FINANCIAL IMPACT:

No fiscal impact to the County has been identified at this time.

IV. LEGAL ISSUES:

No legal issues have been identified at this time.

V. CONTROVERSIAL ISSUES:

Several members of the public spoke in opposition to the proposed placement of the PAM zoning overlay district upon their properties and the Angell Brothers property. They expressed issues which the Board has heard previously at public hearings on this property, most recently in 1994. In addition, they expressed disappointment that their views were not represented during the mediation process conducted by the Department of Land Conservation and Development between Angell Brothers Inc. and the Friends of Forest Park in 1995. It should be noted that a hearings officer, and potentially (if appealed) the Board of Commissioners, will consider many concerns about specific aspects of the quarry operation when the Angell Brothers file for a Conditional Use Permit to expand the existing quarry.

VI. LINK TO CURRENT COUNTY POLICIES:

This action would implement through the zoning ordinance the West Hills Reconciliation Report, which in turn implements Goal 5 of the Oregon Statewide Planning Program (protection of natural resources) for significant streams and mineral and aggregate resources in the West Hills Rural Area.

VII. CITIZEN PARTICIPATION:

Notice of this hearing was mailed to all affected property owners, and additional property owners within 500 feet of the proposed PAM-Impact Area Overlay Zoning District boundary. Additionally notice was placed in the Oregonian and on the subject site. Several citizens participated in the June 3, 1996 public hearing, and their comments are discussed under **CONTROVERSIAL ISSUES** above.

VIII. OTHER GOVERNMENT PARTICIPATION:

No other agencies have commented on the proposed zone change.

DECISION OF THE

MULTNOMAH COUNTY PLANNING COMMISSION

In the matter of recommending adoption of amended)
Zoning Maps which apply the PAM-EA and PAM-IA)
zoning overlay sub-districts to lands in the vicinity of)
the Angell Brothers protected mineral and aggregate)
site in the West Hills Rural Area.)

RESOLUTION

zc 1-96

WHEREAS, the Multnomah County Division of Transportation and Land Use Planning has initiated a Zone Change application in order to implement the West Hills Rural Area Plan in part by applying the Protected Aggregate and Mineral (PAM) Extraction Area and the Protected Aggregate and Mineral (PAM) Impact Area zoning overlay sub-districts to lands in the vicinity of the Angell Brothers protected mineral and aggregate site in the West Hills Rural Area; and

WHEREAS, the Draft Ordinance, hereby attached to this Resolution as Exhibit "A", sets for the Findings necessary to justify this zone change; and

WHEREAS, the West Hills Reconciliation Report finds that no parks should be allowed in the Protected Aggregate and Mineral (PAM) Impact Area zoning overlay sub-district; and

WHEREAS, the Burlington Bottoms property, owned by Bonneville Power Administration and within the PAM Impact Area zoning overlay sub-district, may be proposed for development with public parks uses; and

WHEREAS, Multnomah County does not wish to preclude consideration of park facilities on the Burlington Bottoms property;

NOW, THEREFORE BE IT RESOLVED that the Multnomah County Planning Commission hereby recommends that the attached draft ordinance, containing amendments to the Multnomah County Zoning Map, consisting of application of the PAM-Extraction Area and PAM-Impact Area Zoning Overlay Sub-districts, be adopted by the Multnomah County Board of Commissioners.

BE IT FURTHER RESOLVED that the Multnomah County Planning Commission hereby recommends that the Multnomah County Board of Commissioners initiate an amendment to the adopted West Hills Reconciliation Report, in order to remove "Caretaker residences for public parks and fish hatcheries" and "Parks and Campgrounds" from the list of Uses Not Allowed within the PAM Impact Area overlay zone, and place these two uses in a list of "Uses Conditionally Allowed."

APPROVED this 3rd day of June, 1996.

LH. Leonard Yoon
By Leonard Yoon
LEONARD YOON, CHAIR
MULTNOMAH COUNTY, OREGON

**DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
Multnomah County Planning Commission**

Minutes of June 3, 1996

Chairman Yoon called the meeting to order at 6:00 p.m. on Monday June 3rd, 1996, in Room 602, of the Multnomah County Courthouse, 1020 SW 4th Ave., Portland, Oregon 97204.

Roll Call:

Present: Craghead - Ingle - Hunt - Yoon - Foster - Diack -- Kearns arrived at 6:03

Absent: Fry - Kunkel

Staff: Glasser - Clifford - Howard

Approval of Minutes:

Motion by Craghead, Seconded by Diack to approve May 6th minutes with correction of next months meeting date which should read - July 1, 1996.

Motion passed.

Directors Report - None

Public Comment - None

ZC 1-96 - Zoning reclassification to apply the protected aggregate and mineral overlay district to lands in and around the Angell Brothers quarry.

Gordon Howard discussed the application of the protected aggregate and mineral zoning overlay district to properties in and around the Angell Brothers quarry site. This action is based mainly on the West Hills Reconciliation report originally adopted by the B of CC in September 1994. He discussed the steps taken to get to this point. The next step is to implement is to apply the protected aggregate and mineral zoning overlay sub-district to the site and the surrounding impact area. Angell Brothers will have to file for a Conditional Use permit to go before the Hearings Officer and to the B of CC. It is the responsibility of the quarry to mitigate impacts upon existing uses. He discussed the zoning maps affected by this area.

PC discussed what uses allowed outright that would be affected by this - the pros and cons of the zone change - and what is the definition of "reclaimed" and the mediation outcome.

Public Comment

Hank McCurdy, 14250 NW McNamee Rd, Portland, Or. 97231

Opposed to the zone change. He discussed the September 1995 West Hills Reconciliation Report, and said he didn't receive noticed by mail on this as well as any of his neighbors. He is and would be severely impacted by this area. He is concerned about the mediation with Forest Park. Residents need to be noticed more, due to the blasting and dust. Concerned about the 1200 foot buffer zone, noise, dust and condition of the roadway. Report has been adopted as an Ordinance. Residents did not have notice or representation enough to respond. Houses were built close to McNamee Road to allow for the buffer zone for wildlife. Doesn't believe the 1800 feet is enough for protection.

Doreen Pedersen, 13555 NW McNamee Rd, Portland, Or. 97231

She has the same concerns as Mr. McCurdy and is also opposed to this zone change. D.E.Q. does not enforce their own standards for noise and dust. She lives on the edge of the impact area. She did not receive any notice either. The last she heard that the Friends of Forest Park and Angell Brothers were going to work something out. She has a wild life easement on her property.

Arnold Rochlin, PO Box 83645, Portland, Or. 97283 for Friends of Forest Park

He has concerns regarding this change. He did not participate directly in the mediation. The mediation was a State process, run by DLCD staff and they were responsible to give notice. He discussed the appeal and the ruling by the B of CC. The victory was believed to wrong, and essentially they were threatened with all the expansion that Angell Brothers wanted being approved by LCDC. They backed down and entered into mediation.

Staff - Gordon Howard - The main mediation concern included a mediator hired by the State, Angell Brothers quarry and the Friends of Forest Park representative. When they had come to some preliminary agreement, that information was given out to County Staff and Staff of other State agencies for their review, and then went to the B of CC.

Dale Archibald, 14924 NW Mill, Portland, Or.

Lives downhill from the quarry for 18 years. Have had very co-operative conditions thru the years. The concern of the immediate neighbors is the affluent going across the road and into the river. The water trucks wash it off the road, onto their land and it goes on down to the river. He would like to be able to look into the analysis of this as time goes on.

Candace Staples, 14440 NW McNamee Rd, Portland, Or. 97231

She lives on the edge of the impact area and is opposed to this zone change. Her concern is with the past history of the Angell Brothers quarry. She has served on the Board of the Linnton Community Center, which also served as the neighborhood association. Skip Anderson came to talk with the neighborhood association. He promised to clean the roads, no additional dust, no mud, and just a few additional trucks. As it turned out, nothing like this happened and no one could make they clean it up. He told them five years later when he came back to them again, that it was just too expensive to clean it up. He never went to the neighbors that were impacted, and no one received notice of anything. Angell Brothers is not truthful, and past history has proved this. They just don't care. The neighbors should have had their own representation.

Rudi Pletz, 13236 NW McNamee Rd, Portland, Or 97231

He owns property on McNamee Road and 98% of his property is in the impacted area of the quarry. If he or anyone else did anything on property that impacted someone else's property, he would be responsible. There is a minute encroachment on his property by the noise, dust, etc. If it damages the property, or the use of that property, then that person who damaged property and use is responsible for that damage.

Ronald Kalmbach, 13555 NW McNamee Rd, Portland, Or. 97231

Did not testify, but opposed to zone change.

Kurt Kimsey, 13555 NW McNamee Rd, Portland, Or. 97231

Did not testify, but opposed to zone change.

Public Testimony closed

Comments and Concerns of the PC

- How little discretion this PC has in this matter. LCDC had decided mineral aggregate is an important use. Important to the extent on this side that they will restrict uses surrounding it.
- DEQ requirements not being regulated.

Motion to approve the resolution with a request to the B of CC initiate a comprehensive plan amendment to go back into the document and make the minor changes.

Motion by Foster, seconded by Craghead

Discussion of the 1200 foot setback - can it be re-visited? Will noise and dust standards be enforced?

Motion passed

5 minute break

Back in session 7:10 p.m.

C 2 - 96 CFU Zoning - proposed amendments to the CFU zoning district to incorporate Administrative Rule 660, Division 6.

Gary Clifford discussed the proposed amendments to the CFU zoning district regulations and the CFU plan language. Staff foresees this as an interim step in a full examination of the issues of development in the forest zone. This is proposing to get in our code, in one location, all the mandatory provisions in OAR and Oregon Revised Statutes. We would have one standard - one set of rules. This has been confirmed with County Counsel, Staff and DLCD. He discussed the changes on the various pages.

Arnold Rochlin, PO Box 83645, Portland, Or. 97283

He handed out a letter to the PC on the need to insure that the County's forest zone regulations are enforceable. He had two amendments re-written and comments on both. Discussion followed on the changes.

Motion to approve the compiling and corrections, plus the Rochlin suggestions, for Gary to prepare a County Ordinance.

Moved by Hunt, seconded by Ingle.

Motion passed unanimously.

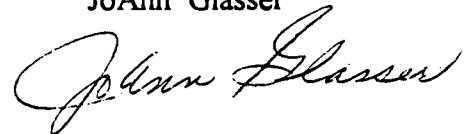
Craghead reported on the Sauvie Island Rural Area Plan.

Kearns reported on the East of the Sandy River Rural Area Plan.

Next meeting is July 1, 1996, 6:00 p.m. at the Multnomah County Courthouse, Room 602

Meeting adjourned at 8:25 p.m.

JoAnn Glasser

A handwritten signature in cursive script, reading "JoAnn Glasser".

Recording Secretary

ORDINANCE FACT SHEET

Ordinance Title:

An Ordinance amending the Sectional Zoning Maps by applying the Protected Aggregate and Mineral Resource (PAM) zoning overlay district to lands in and adjacent to the Angell Brothers protected mineral and aggregate site, located in the West Hills Rural Area west of Highway 30 and the Sauvie Island bridge.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

A) PAM Ordinance Application

This ordinance consists of a quasi-judicial zone change, initiated by the Multnomah County Division of Transportation and Land Use Planning, which, if approved, would place the Protected Aggregate and Mineral (PAM) Zoning Overlay District on properties in and around the Angell Brothers mineral and aggregate site, located at 14545 NW St. Helens Rd. (Highway 30).

The PAM Zoning Overlay District placement on this area would implement the West Hills Reconciliation Report. That report was adopted in its final form by the Board of Commissioners on September 7, 1995 and acknowledged as in compliance with Statewide Planning Program Goal 5 by the Oregon Land Conservation and Development Commission on March 7, 1996. On Page VI-22 of the adopted West Hills Reconciliation Report is a list of uses not allowed in the impact area (unless they already legally exist). These uses include:

- Destination resorts
- Temporary forest labor camps
- Caretaker residences for public parks and fish hatcheries
- Private seasonal accommodations for fee hunting operations
- Water intake facilities, related treatment facilities, pumping stations, and distribution lines
- Reservoirs and water impoundments
- Forest management research and experimentation facilities
- Private hunting and fishing operations without lodging accommodations
- Parks and Campgrounds
- Forest land dwellings in the Extraction Area

The impact area is defined and justified on Pages IV-17 through IV-19 and is mapped on Page IV-10 of the West Hills Reconciliation Report. The impact area was defined by the report as all lands within 1,200 feet of the Angell Brothers property, and additional lands which are part of the Burlington Bottoms publicly-owned wetlands area. These areas were selected because of the potential for noise, dust, water quality, traffic, scenic, streams, and wildlife habitat impacts associated with the potential for mining of the aggregate site.

The method for implementing the West Hills Reconciliation Report's restrictions on uses within the impact area, and restricting uses other than mining in the extraction area, is found in Section 11.15.6750 et. seq. of the Zoning Ordinance, which consists of the PAM Overlay Zoning District. This district was added to the Zoning Ordinance by the Board of Commissioners in October, 1994, upon the recommendation of the Planning Commission. The PAM Overlay Zoning District is divided into two sub-districts, the Extraction Area (EA) and the Impact Area (IA). The Extraction Area sub-district would be applied to the Angell Brothers mineral and aggregate site itself, while the Impact Area sub-district would be applied to all lands so designated in the West Hills Reconciliation Report.

Section 11.15.6780 details the allowed uses within the PAM-Extraction Area Sub-district, while Section 11.15.6780 details the allowed uses within the PAM-Impact Area Sub-district. In addition to prohibiting or conditioning uses as stated in the West Hills Reconciliation Report, these sub-districts contain additional qualifications on uses normally allowed or conditionally allowed in the underlying zoning district. Within the Extraction Area, mining and related activities are allowed pursuant to the Conditional Use standards set forth elsewhere in the ordinance. These standards require mitigation of impacts to existing uses, particularly noise and dust sensitive uses. Meanwhile, the Impact Area regulations require all new noise and dust sensitive uses which are not prohibited to be approved conditionally through the Conditional Use process. The approval criteria for this process, contained within Section 11.15.6790 of the Zoning Ordinance, require proof that placement of the noise and dust sensitive use on the site will not cause the on-going or future mining activities to violate state standards for air quality and noise.

B) Emergency Nature of Ordinance

The draft ordinance before the Board of Commissioners includes an emergency clause, which would result in the ordinance taking effect immediately upon approval. Staff has included the emergency clause in the ordinance and recommends its adoption. Inclusion of the emergency clause would allow Angell Brothers Inc. to immediately file an application for a conditional use permit to mine the protected aggregate site. Angell Brothers Inc. wishes to process the conditional use permit expeditiously, so that if it is approved, Angell Brothers Inc. can continue to mine the site and provide necessary aggregate materials to its public and private sector customers without interruption.

What other local jurisdictions have enacted similar legislation?

All local jurisdictions, particularly counties are required to implement protection of significant mineral and aggregate sites within their boundaries pursuant to Goal 5 of the Oregon Statewide Planning Program.

What is the fiscal impact, if any?

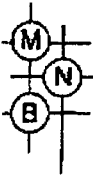
No fiscal impact to the County has been identified as a result of this action.

SIGNATURES

Person filling out form: Deidra H. Hancock

Planning and Budget (if fiscal impact): _____

Department Manager/Elected Official: KB Lawrence Nicholas



MOFFATT, NICHOL & BONNEY, INC.

Consulting Engineers

1845 N.E. COUCH STREET . PORTLAND, OREGON 97232 . (503) 232-2117 FAX (503) 232-8023

FAX TRANSMITTAL

TO: Deb DATE: 7/1/96
FIRM: Mult Co Bd of Commis^{new} FAX: 248-5262
FROM: Jim McGrew NO. OF PAGES
Including Transmittal: 3
PROJECT: Proposed Angell Bros PROJECT NO: _____
Quarry Exp.

Letter & Map.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUL -1 PM 4:26

COPIES/CIRCULATE TO: _____

ORIGINAL TO FOLLOW VIA: _____

Please notify us if you do not receive all pages.

July 1, 1996

Multnomah County Board of Commissioners
1120 SW 5th
Room 1515
Portland, OR 97204

Re: Angell Brothers Quarry Expansion
PA 10-96

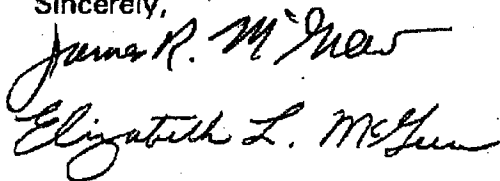
Attention: Beverly Stein
Dan Saltzman
Gary Hansen
Tanya Collier
Sharron Kelley

We oppose the new proposed Angell Brothers expansion plan.

Our first concern is that mining will take place in a greater area than previously proposed, coming within 200 feet of our property line. The previous 1990/92 plan proposed a 1200 foot setback from our line which we found to be fair and a distance we could live with. With a 200 foot setback our home will be a mere 400 feet from the actual excavation area leaving us at risk for excessive noise and dust. We propose that the extraction limit be moved north a minimum of 800' from Angell Brothers' southern boundary. See attached map.

Secondly, and most importantly, we oppose the imposition by Multnomah County of an impact zone on our property. Such a zone should be located within the boundaries of Angell Brothers property. Angell Brothers will make millions of dollars marketing their rock. The adjacent landowners should not have to bear the economic burden of having their land further devalued by such an impact zone.

Sincerely,



James R. McGrew
Elizabeth L. McGrew
13154 NW McNamee Road
Portland, OR 97232

cc: Gordon Howard

8



Case #: CU 17-90

Location: 14545 NW St. Helens Road

Scale: Reduced from 1 inch to 600 feet

Shading indicates subject property

MUF-38
CS

MUF-19
CS

MUA-20
WRG
CS

MUF-19
WRG

MUF-38

MUF-38

MUF-19

MUF-19
CS

MUF-38

MUF-19

MUF-19

MUF-19

MUF-38

MUF-38

MUF-38

Map Base adapted from
Mult Co Assessor's
1990 "600 Scale" Series



The Phœbus Group



1 July 1996

Multnomah County Board of Commissioners
1120 SW Fifth Street
6th Floor Board Chambers
Portland, Oregon 97204

CASE FILE: ZC 1-96

Dear Ms. Stein, Mr. Saltzman, *et al.*,

This note responds to a notice I received regarding a zone reclassification related to the expansion of Angell Bros. quarry. Properties near the Angell Bros. quarry are to identified as an impact area. A small corner of my property will be so designated.

Last week I received a copy of Metro's plans for the Ancient Forest Preserve. In that plan a series of prioritized buffers are identified that overlay my property and also the impact zone under your consideration today.

I would like to register my opinion: this use of various buffers and zones outside the property in question seems entirely misdirected to me. There are rules applying to my property requiring that I stay back from property boundary. And, at the same time, my property is being layered with overlays to buffer the problems caused by other properties.

I have no problem with Angell Bros. operations, so long as those operations and their consequences are contained within the Angell Bros. property. It is troubling to me that an impact zone is needed, since the zone implies that Angell Bros. operations will cause adverse effects on my neighborhood.

I shall be participating in the conditional use application process. I look forward to the support of the County Commission and its staff (particularly, Mr. Gordon Howard) in helping me and my neighbors to balance the needs of the quarry against our rights as neighboring property owners.

Kind regards,

David R. King
14310 NW McNamee Road
503 621 1234

A corner of our property is approximately 1,200 feet from the quarry

cc: Gordon Howard, Multnomah Co. Planning Division
Skip Anderson, Angell Bros.

RECEIVED

SEP 26 1992

September 25, 1992

Angell Brothers, Inc.
P.O. Box 83449
Portland, Oregon 97283-0449

Attn: F.H. "Skip" Anderson

From: Kerrie G. Standlee

Re: Angell Bros. Rock Quarry Expansion Noise Study

File: 167921



Daly • Standlee & Associates, Inc.
4900 SW Griffith Drive
Suite 216
Beaverton Oregon 97005
(503) 646-4420
Fax (503) 646-3385

Handwritten:
Hank McCuesy
SUBMITTAL
7/2/96

INTRODUCTION

Daly-Standlee & Associates, Inc. was asked to conduct a study of the proposed expansion at the Angell Bros. Quarry and determine if the expansion mining and crushing activities would meet the Oregon Department of Environmental Quality (DEQ) noise regulations. A noise study was conducted between September 17, 1992 and September 21, 1992. This report presents the findings of the study.

NOISE STUDY PROCEDURE

Mining and crushing operations were observed at the quarry on September 17, 1992. The sound radiating from various pieces of equipment at the quarry was measured to provide reference data for noise prediction calculations in the office. The measurements were made near the equipment so that atmospheric conditions and topography conditions would not influence the sound levels and the data could be used to predict the propagation of sound from the equipment at any location on the site. The equipment monitored included the excavator, the rock haul trucks, the jaw crusher and the crushers and screening equipment of the crushing plant. The front end loader used around the jaw crusher and the D9 Cat dozer was not operating during our site measurements but reference sound data from our files was used in the analysis for those pieces of equipment.

The equipment sound data taken on September 17 was used in predicting the sound level at four residences located nearest the proposed expansion area (one residence south of the quarry and three residences west of the quarry - see Figure 1). The sound levels were predicted at the residences using "Noisecalc", a computer model developed by Daniel Driscoll of the New York State Department of Public Service in 1985. The computer model allows the prediction of noise levels with the inclusion of weather factors such as relative humidity and temperature and the effect of site topography and ground cover.

Skip Anderson
September 21, 1992

In calculating the sound exposure levels at the residential sites, standard atmospheric conditions was used (59 degrees F temperature and 70% relative humidity). Standard atmospheric conditions normally represent the maximum sound propagation conditions during the day. The sound from the excavation equipment was predicted for the equipment located at positions in each phase of the expansion. Topography conditions present when the equipment was at specific position were included in the calculation.

While the mining operations were above the 450 foot elevation, the topography at the quarry provided a barrier between the rock crushing and screening plant and the residential sites and the barrier was included in the calculation. When the mining operations went below the 450 elevation, the rock crushing and screening equipment was assumed to be in direct line of sight of the residences and no barriers were included in the calculations.

Sound attenuation provided by trees was predicted in the model using the equation: 0.01 times the cube root of the frequency of sound times the distance of trees between the sound source and the residential site (from the book Noise and Vibration Control by Leo Beranek).

A sound measurement was made in the vicinity of the residential receivers on September 17. The measurement was made to get an indication of the existing sound level on the residential property around the quarry. The existing sound exposure level was found to be approximately 43 dBA and the level was the result of noise from sources other than the quarry operation (in fact the quarry was not audible during the measurement). The existing sound in the vicinity of the four residential sites was observed to be industrial sources at the Burlington sawmill, train noise and airplane noise.

PREDICTION RESULTS

The computer noise model was used to determine the maximum sound exposure conditions that would exist at the four residential sites during the Angell Brothers, Inc. quarry expansion. The maximum sound exposure was found to be a result of noise from the excavation equipment. The noise from the rock crushing equipment was never found to be a significant part of the total sound exposure at a site. The maximum sound exposure was found to exist at a residence when the excavation equipment was at a position nearest the residence where there would be direct line of sight between the equipment and the residence (so that there were no barriers between the sound source and the residential site).

The predicted maximum sound exposure sound level at each residential site is presented in the following Table. The levels represent the sound levels that could be present at a residential site during at least 50% of the worst case hour. The levels presented do not represent the conditions that would be present at a receiver during the entire expansion period or even during an entire week. The levels will be present only when the excavation equipment is in the nearest position where direct line of sight will occur between the equipment and the residence. At all other times, the sound level at the residences will be less than that presented.

Skip Anderson
September 21, 1992

Maximum Future Sound Exposure Levels Around Angell Bros. Quarry

<u>Receiver</u>	<u>Predicted Level (dBA)</u>	<u>During Expansion Phase</u>
Residence 1	52	4
Residence 2	51	3
Residence 3	50	4
Residence 4	56	4

COMPARISON OF PREDICTED SOUND LEVELS WITH DEQ REGULATIONS

Quarry operations are expected to occur at Angell Bros., Inc. Quarry between 6:00 a.m. and 10:00 p.m. Future noise levels from the quarry expansion will be limited by DEQ regulations to an L50 sound exposure level of 50 dBA between 6 a.m. and 7 a.m. and 55 dBA between 7 a.m. and 10 p.m. (the L50 sound level is that sound level equalled or exceeded 50% of an hour - the L50 sound level is usually a result of sound from a continually operating source such as a quarry operation).

A comparison of the predicted sound exposure levels shown in the previous section with the allowable level indicates the noise from the quarry mining operations during Phase 3 will exceed the DEQ allowable level at Residential Site 2 if noise mitigations are not incorporated into the mining plan. Note should be made that this condition only occurs when the excavation equipment is on the south side of the excavation area at a position nearest residence 2 where there is direct line of sight between the excavation equipment and the site.

During Phase 4 mining operations, the DEQ allowable noise levels will be exceeded at Residential Sites 1, 3 and 4 if noise mitigations are not included in the mining plan. There will be no violations of the DEQ regulations during expansion operations in Phase 1 or 2 of the mining plan. Again, the condition will only occur when the excavation equipment is located at the nearest position where there is direct line of sight between the equipment and the residences. In many cases, this condition will only occur for a day or two because the excavation equipment will be moving to a position where there is not direct line of sight between the equipment and the residence.

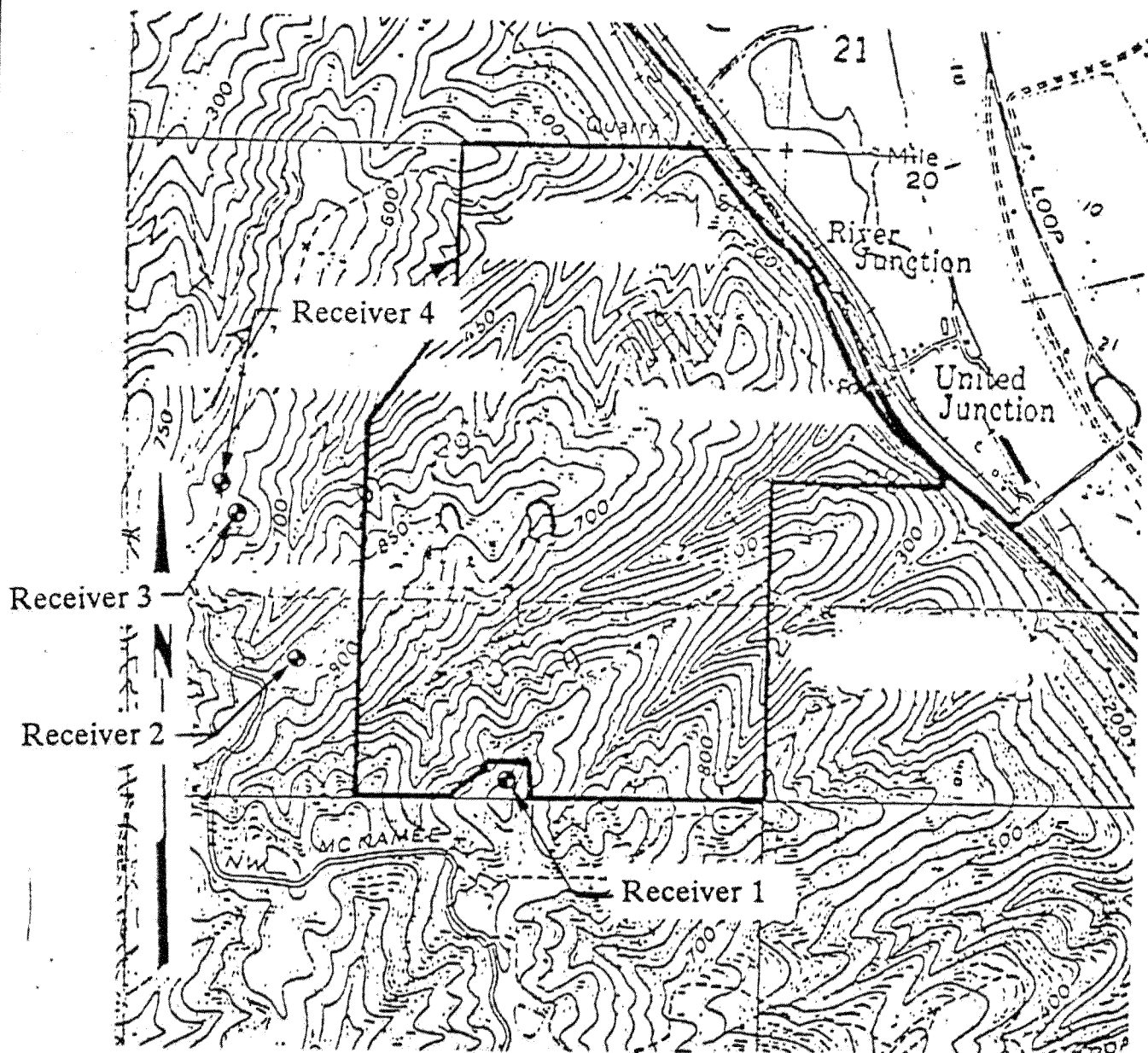
NOISE MITIGATIONS

The maximum noise exposure levels predicted for the residences is primarily a result of noise radiating from the rock excavator. Therefore, to reduce the noise exposure level at the residences to meet the DEQ regulations, noise from the rock excavator must be reduced.

Skip Anderson
September 21, 1992

Note was made during the measurements at the quarry that engine exhaust noise was the major contributor to the noise radiating from the excavator. The noise from the excavator can be reduced so the overall sound exposure level is always acceptable at the residences by installing a more effective muffler on the excavator. The current excavator muffler is a factory standard industrial grade muffler. A residential grade muffler will reduce the noise from the excavator by approximately 6 dBA and the resulting level will just meet the DEQ regulations during the worst case conditions.

If additional reduction is desired, the excavator equipment should have a hospital grade muffler installed and the engine enclosure should be acoustically treated to reduce the amount of sound radiating from the air intake opening on the sides. The resulting worst case sound levels would be approximately 10 dBA lower than that shown in the Table in this report.



PREPARED FOR:
ANGELL BROTHERS, INC.

TITLE:
RESIDENTIAL RECEIVERS USED IN
PREDICTING SOUND PRESSURE LEVELS

PREPARED BY
Daly-Standlee & Associates, Inc.
BEAVERTON, OREGON

DATE:
9-21-92

JOB #:
167921

FIGURE #: 1

STATE OF OREGON

WATER WELL REPORT

(as required by ORS 537.766)

PLEASE TYPE or PRINT IN INK

(1) OWNER:

Name Bob Wruble Page 2
 Address _____
 City _____ State _____

(2) TYPE OF WORK (check):

New Well ☐ Deepening ☐ Reconditioning ☐ Abandon ☐
 If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary Air ☐ Drive ☐
 Rotary Mud ☐ Dig ☐
 Cable ☐ Bored ☐

(4) PROPOSED USE (check):

Domestic ☐ Industrial ☐ Municipal ☐
 Irrigation ☐ Thermal ☐ Withdrawal ☐ Reinjection ☐
 Other ☐ Piezometric ☐ Grounding ☐ Test ☐

(5) CASING INSTALLED:

Steel ☐ Plastic ☐
 Threaded ☐ Welded ☐
 " Diam. from _____ ft. to _____ ft. Gauge _____
 " Diam. from _____ ft. to _____ ft. Gauge _____

LINER INSTALLED:

Steel ☐ Plastic ☐
 Threaded ☐ Welded ☐
 " Diam. from _____ ft. to _____ ft. Gauge _____

(6) PERFORATIONS:

Size of perforations _____ in. by _____ in. Perforated? ☐ Yes ☐ No
 perforations from _____ ft. to _____ ft.
 perforations from _____ ft. to _____ ft.
 perforations from _____ ft. to _____ ft.

(7) SCREENS:

Well screen installed? ☐ Yes ☐ No
 Manufacturer's Name _____
 Type _____ Model No. _____
 Diam. _____ Slot Size _____ Set from _____ ft. to _____ ft.
 Diam. _____ Slot Size _____ Set from _____ ft. to _____ ft.

(8) WELL TESTS:

Drawdown is amount water level is lowered below static level.

Was a pump test made? ☐ Yes ☐ No If yes, by whom? _____
 Yield _____ gal./min. with _____ ft. drawdown after _____ hrs.
 Air test _____ gal./min. with drill stem at _____ ft. _____ hrs.
 Bailor test _____ gal./min. with _____ ft. drawdown after _____ hrs.
 Artesian flow _____ gp. per _____ ft. _____
 Temperature of water _____ °F. Depth of artesian flow encountered _____ ft.

(9) CONSTRUCTION:

Special standards: Yes ☐ No ☐

Well seal—Material used _____
 Well sealed from land surface to _____ ft.
 Diameter of well bore to bottom of seal _____ in.
 Diameter of well bore below seal _____ in.
 Amount of sealing material _____ sacks ☐ pounds ☐
 How was cement grout placed? _____

Was pump installed? _____ Type _____ HP _____ Depth _____ ft.
 Was a drive shoe used? ☐ Yes ☐ No Plug _____ Size: location _____ ft.
 Did any strata contain unusable water? ☐ Yes ☐ No
 Type of Water _____ depth of strata _____
 Method of sealing strata off _____
 Was well gravel packed? ☐ Yes ☐ No Size of gravel: _____
 Gravel placed from _____ ft. to _____ ft.

NOTICE TO WATER WELL CONSTRUCTOR:

The original and first copy of this report

(10) LOCATION OF WELL by legal description:

(for official use only)

County _____ 1/4 _____ 1/4 of Section _____ of _____
 Township _____ Range _____ (Township is North or South) (Range is East or West) WM
 Tax Lot _____ Lot _____ Block _____ Subdivision _____
 MAILING ADDRESS OF WELL (or nearest address) _____

(11) WATER LEVEL of COMPLETED WELL:

Depth at which water was first found: _____ ft.
 Static level _____ ft. below land surface. Date _____
 Artesian pressure _____ lbs. per square inch. Date _____

(12) WELL LOG:

Depth drilled _____ ft. Diameter of well below casing _____ ft. Depth of completed well _____ ft.
 Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	BWL
Firm gray basalt	636	650	
Soft brown basalt	650	653	7 gpm
Firm gray-black basalt	653	682	
Soft brown basalt	682	732	9 gpm

Well completed to 730 ft.

Date work started _____ /completed _____
 Date well drilling machine moved off of well _____

(unbonded) Water Well Constructor Certification (if applicable):

This well was constructed under my direct supervision. Material used and information reported above are true to my best knowledge and belief.

(Signed) _____ Date _____

(bonded) Water Well Constructor Certification:

Bond _____ Issued by _____

On behalf of _____

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

(Signed) _____

(Dated) _____

David L. and Colleen B. Rugh
14190 NW McNamee Road
Portland, Oregon 97231

Multnomah County Board of Commissioners
1120 SW 5th Street
6th Floor Board Chambers
Portland, Oregon 97204

RE: Case File ZC 1-96

Dear Ms. Stein, Mr. Saltzman, *et al.*,

As owners of property on McNamee Road, zoning changes related to the Angel Brothers Quarry expansion project have direct impact on our property values and our quality of life. As Commissioners representing the citizens and voters of the county, we appeal to you for consideration of our issues.

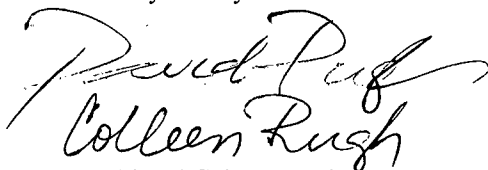
The impact zone as described in the Notice is very puzzling. The formation of the impact zone will produce unneeded expense for the County in both the creation and administration of the plan and will also produce a great deal of frustration for all involved. What is the value to the community to place such impact restrictions in place? Recently a representative from Angell brothers agreed to speak to a group of neighbors interested in the impacts of the quarry expansion. It was a surprise to this representative that our home even existed (occupancy granted in October of 1994). Please note that our property is one of several that has significant shared property lines. If Angell Brothers didn't know or care that our home existed today, why would they care in the future? We have setbacks and other zone requirements in place today to ensure we perform as "good neighbors". It is certainly not good use of County time or tax dollars. Who or what are the impact zones designed to protect?

It is understandable that Angell Brother's wishes to expand and that the economic impacts are generally positive for Multnomah County. We do not take issue with their right to expand. However, the proportional economic impacts for adjacent land owners, like our selves, is significant. We face huge drops in property value based on the devaluation of our "view" and the associated environmental impacts (noise, dust, etc.). With some compromise on the buffer zone, the impacts to Angell Brothers would be minor (on a percentage basis) but the value of our adjacent properties could be sustained. Currently, the proposed buffers on adjacent properties ranges from 200' to 850'. A buffer of 1000' on all adjacent properties with residences would protect the property owner and still provide Angell Brothers with significant opportunity to mine the aggregate.

In addition to protecting our property values, the 1000' buffer would provide additional protection from impacts of blasting. We are not confident of the process used to evaluate potential impacts as a result of blasting on our wells which are typically over 600' deep. Even the slightest chance of degradation of our water source is significant. Without municipal water supply in this area, our only option for water is at risk.

The considerations that have been given to Sauvie Island residents to protect their view should also be granted to the property owners who share boundaries with the quarry. Our needs are no greater or lesser than theirs and we deserve parity in the administration of considerations already granted to others.

Thank you for your consideration.



David and Colleen Rugh

July 2, 1996

Multnomah County Board of Commissioners
1120 SW Fifth Avenue
Sixth Floor Board Chambers
Portland, OR 97204

RE: Case File ZC 1-96

Dear Commissioners:

This letter is in response to the issue of expansion of the Angell Bros. quarry. As a property owner and future resident on McNamee Road I have great concern over the quality of life issues surrounding this expansion for, not only myself, but for our neighborhood. Close scrutiny should surround your decisions regarding the "impact zone" and the rights of Angell Bros. to infringe on the rights of those property owners surrounding their quarry. It appears that Angell Bros. has obtained the right to expand, and I have little problem with that. They, as all of us, as property owners have exercised their rights to appeal to the County for that expansion and have so convinced the County to allow this expansion. The troubling aspect of this however is the idea that this expansion will then cause the County to impose yet one more layer of administrative control over the adjoining or neighboring properties with what is being called the "impact zone".

This Commission, together with the State of Oregon have moved forward in the past few years to tighten up the zoning, protect the environment and livability of this area. This was accomplished by the passage and implementation of Goal 4. I, as well as many of my neighbors have worked hard to comply with these requirements as we have sought to build homes and live and care for this area as responsible citizens. I have no problem if Angell Bros. complies with the requirements set out by law for the use of their land. Where the line needs to be drawn is when their plans for expansion then cause the County to see the need to create this "impact zone". Goal 4 established set backs on our properties to protect neighboring properties. Now the County wants to impose an additional "impact zone" to, what it appears, control the impact of the Angell Bros. expansion on properties of others and to further protect the environment. It seems clear that a buffer zone is necessary to protect neighboring properties from the Angell Bros. expansion. This should be accomplished by increasing the buffer zone imposed on Angell Bros. to 1000' on all adjacent property lines. This kind of buffer will aid in the protection of the environment, the neighborhood, protect our water resources and allow Angell Bros. to accomplish their goal of expansion. It should not impact the ability of Angell Bros. to add or keep jobs or operate a profitable business and thereby benefit the County and the community.

We feel very strongly that property owners have the right to use their land as they see fit within the confines of the existing laws and zoning requirements. It is when those rights infringe on the livability and flexibility of their community that the line must be drawn. Please consider allowing Angell Bros. to expand, but do so, protecting the area, within the confines of the Angell Bros. property, not by the imposition of another layer of administration upon its neighbors.

Thank you for consideration and time.



Jim and Penny Bewick
14333 NW McNamee Road
Portland, OR 97231

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 858

An Ordinance amending the Sectional Zoning Maps by applying the Protected Aggregate and Mineral Resource (PAM) zoning overlay district to lands in and adjacent to the Angell Brothers protected mineral and aggregate site, located in the West Hills Rural Area west of Highway 30 and the Sauvie Island bridge, and declaring an emergency.

Multnomah County Ordains as follows:

Section I. Findings.

WEST HILLS RECONCILIATION REPORT

(A) On September 8, 1995, the Multnomah County Board of Commissioners adopted Ordinance #830, which adopted the "West Hills Reconciliation Report" as part of the Multnomah County Comprehensive Framework Plan.

(B) The "West Hills Reconciliation Report" includes significance determinations, ESEE analyses, protection programs, and other requirements for implementing Goal 5 of the Oregon Statewide Planning Program specified in ORS 660-16 Division 33 in regards to the Angell Brothers mineral and aggregate site in the West Hills rural area.

(C) On March 7, 1996, the Oregon Land Conservation and Development Commission acknowledged this ordinance as consistent with state planning law.

(D) The "West Hills Reconciliation Report" defines the Angell Brothers significant mineral and aggregate resource site as the 397 acre property which is owned by Linnton Rock Corp. (See Page IV-4, "West Hills Reconciliation Report.")

(E) The "West Hills Reconciliation Report" defines the impact area around the Angell Brothers sig-

1 nificant mineral and aggregate resource site as an area 1200 feet from the perimeter of the significant min-
2 eral and aggregate resource site, plus additional lands which are part of the Burlington Bottoms property
3 owned by the Bonneville Power Administration (see Pages IV-10 and IV-17 through IV-19 of the "West
4 Hills Reconciliation Report."

5 (F) The "West Hills Reconciliation Report" designates the Angell Brothers mineral and aggregate
6 site as a "3-C" resource under Goal 5 of the Oregon Statewide Planning Program, which requires a balance
7 between protection of the mineral and aggregate site and protection of conflicting uses.

8 (G) In its Program to Achieve the Goal, which states how Multnomah County will protect the Angell
9 Brothers mineral and aggregate site, the "West Hills Reconciliation Report" describes limitations on areas to
10 be mined within the protected mineral and aggregate site and describes limitations on conflicting uses with-
11 in the impact area around the protected mineral and aggregate site (see Pages VI-20 through VI-23 of the
12 "West Hills Reconciliation Report."

13 PROTECTED AGGREGATE AND MINERAL (PAM) SUB-DISTRICT

14 (F) On October 27, 1994, the Multnomah County Board of Commissioners adopted Ordinance #800,
15 which among other matters added Section 11.15.6750 through Section 11.15.6795, the Protected Aggregate
16 and Mineral Sites PAM zoning overlay district.

17 (G) The stated purposes of the PAM Zoning Overlay district (Zoning Code Section 11.15.6750) are
18 1) to provide a mechanism to identify and, where appropriate, protect significant aggregate and mineral
19 resource sites, 2) to allow surface mining subject to uniform operating standards, and 3) to regulate conflicts
20 with surface mining activities.

21 (H) In order to implement the protection of the Angell Brothers mineral and aggregate site and the
22 protection of the surrounding impact area as stated in the "West Hills Reconciliation Report," the PAM over-
23 lay zoning district must be applied to the Angell Brothers site and to the impact area.

24 FINDINGS NECESSARY UNDER ZONING CODE SECTION 11.15.8230(D)

25 (I) Granting the request is in the public interest

26 The zoning change is in the public interest because it provides protection for both the Angell

Brothers mineral and aggregate site and properties within the impact area and because it implements a decision, reached through an extensive and exhaustive public process, to adopt the "West Hills Reconciliation Report."

(J) There is a public need for the requested change and that need will be best served by changing the classification of the property in question as compared with other available property.

The zoning change meets the public need because it protects the Angell Brothers significant mineral and aggregate site from conflicting uses, allowing it to provide needed aggregate supplies for local customers (such aggregate material will be less expensive than alternative supplies because of its close proximity to local customers, thus reducing transportation costs), and it protects surrounding properties from negative impacts associated with mining activities on the Angell Brothers protected aggregate site, thereby ensuring that the aggregate mine can continue to meet public needs for aggregate material.

(K) The proposed action fully accords with the applicable elements of the Comprehensive Plan.

The zoning change is in full accord with the West Hills Reconciliation Report, a portion of the Multnomah County Comprehensive Framework Plan. It is also in accord with Policy 16-B of the Multnomah County Comprehensive Framework Plan, which states that "IT IS THE COUNTY'S POLICY TO PROTECT AND ENSURE APPROPRIATE USE OF MINERAL AND AGGREGATE RESOURCES OF THE COUNTY, AND MINIMIZE CONFLICT BETWEEN SURFACE MINING ACTIVITIES AND SURROUNDING LAND USES."

Adoption of this zoning change will protect the Angell Brothers site for mining and will minimize conflict with existing and future land uses on surrounding properties.

(L) The factors listed in ORS 215.055 have been considered.

ORS 215.055 was repealed in 1977 -- therefore no findings are necessary.

Section II. Amendment of Zoning Code.

The following Sectional Zoning Maps, as adopted November 15, 1962, including all subsequent amendments thereto as of the effective date of this Ordinance, are hereby amended by the addition

of the PAM-Extraction Area and PAM-Impact Area zoning overlay districts on certain lands as contained in Exhibit A -- "Proposed Sectional Zoning Map Amendments, C -96," consisting of pages of Sectional Zoning Maps and on file with the Multnomah County Department of Environmental Services, Division of Planning and Development: Numbers 48,49,50,51,52A,52C,63,64, 65,66,67,69,80,81,84.

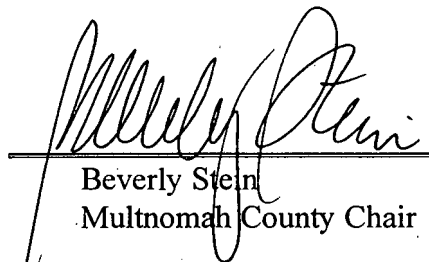
Section III Adoption

This ordinance being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance shall take effect upon its execution by the County Chair, pursuant to section 5.50 of the Charter of Multnomah County,

ADOPTED THIS July 2, 1996, being the date of its first reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



By 
Beverly Stein
Multnomah County Chair

REVIEWED:

LAWRENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By 
SANDRA N. DUFFY, CHIEF ASSISTANT COUNSEL

SECTIONAL
ZONING
MAPS
ZC 1-96

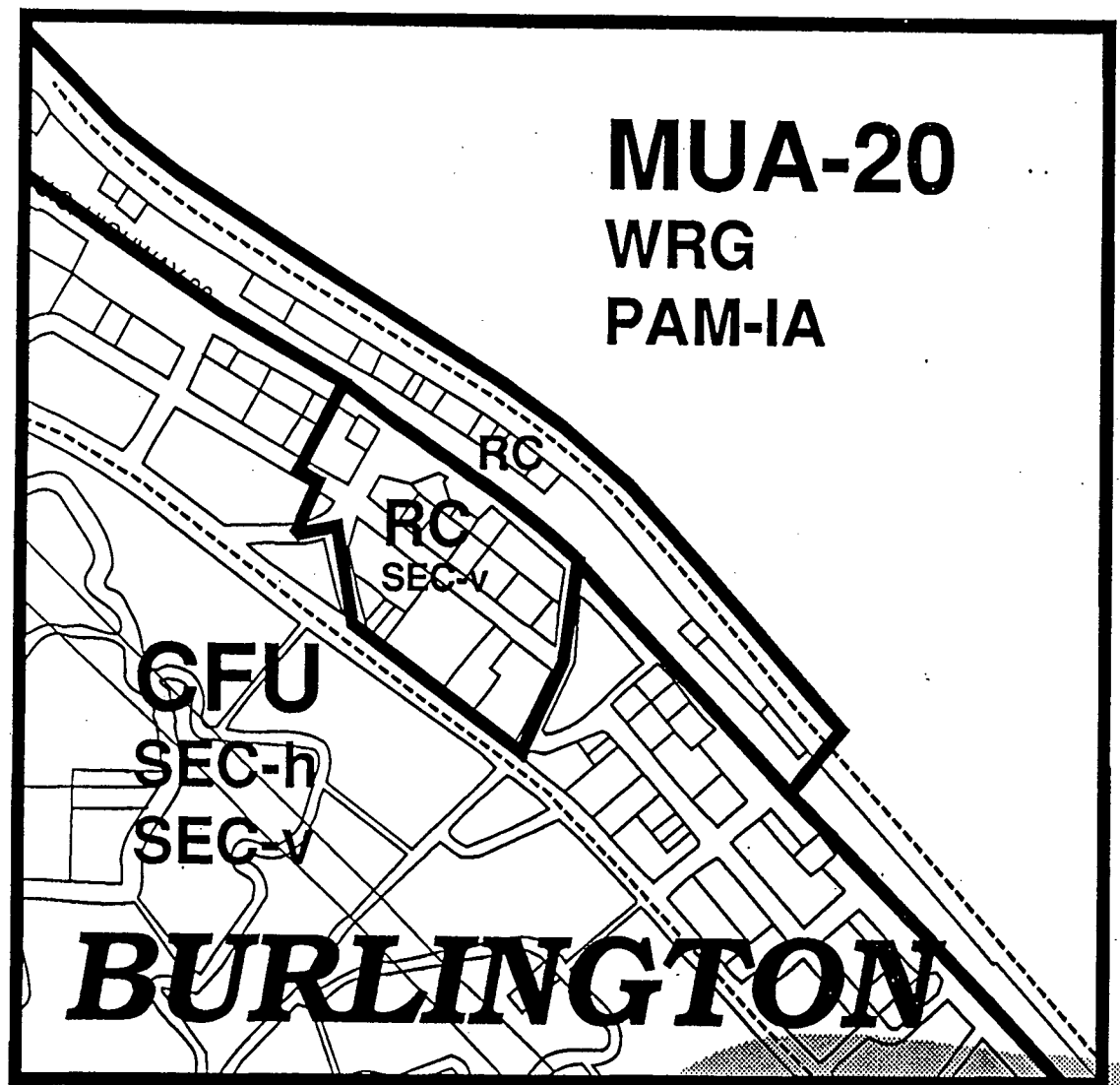
NW 1/4 2N1W20

MAP 48

 SEC-s Overlay

1" = 500'

----- RAILROAD TRACKS



NE 1/4 2N1W20

MAP 49

1" = 500'

CFU
SEC-h
SEC-v

U.S. HIGHWAY 30

MUA-20
WRG
PAM-IA

MULTNOMAH CHANNEL

EFU
WRG

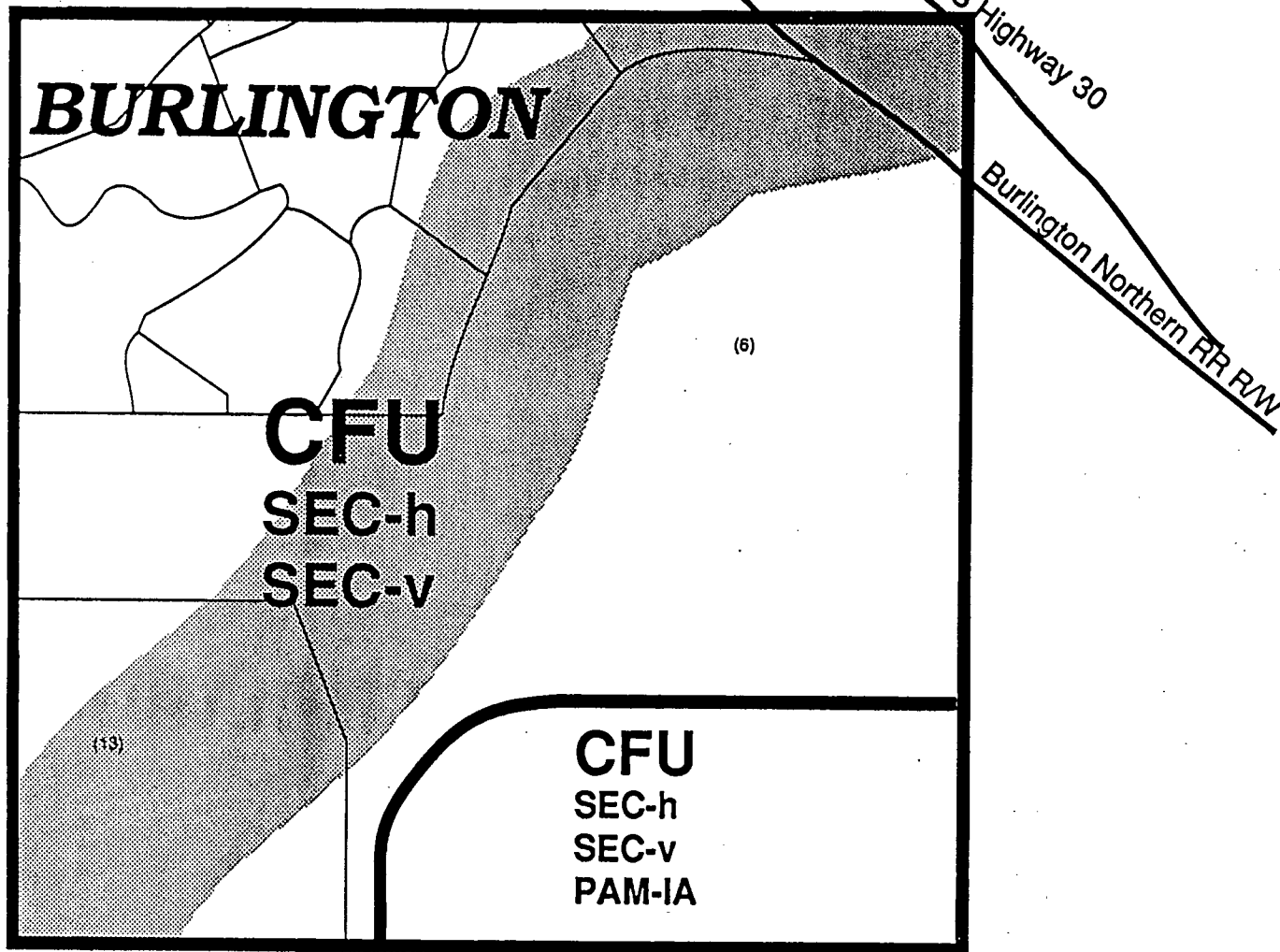
SAUVIE ISLAND RD.

SW1/4 2N1W20

MAP 50

 SEC-s Overlay

1" = 500'

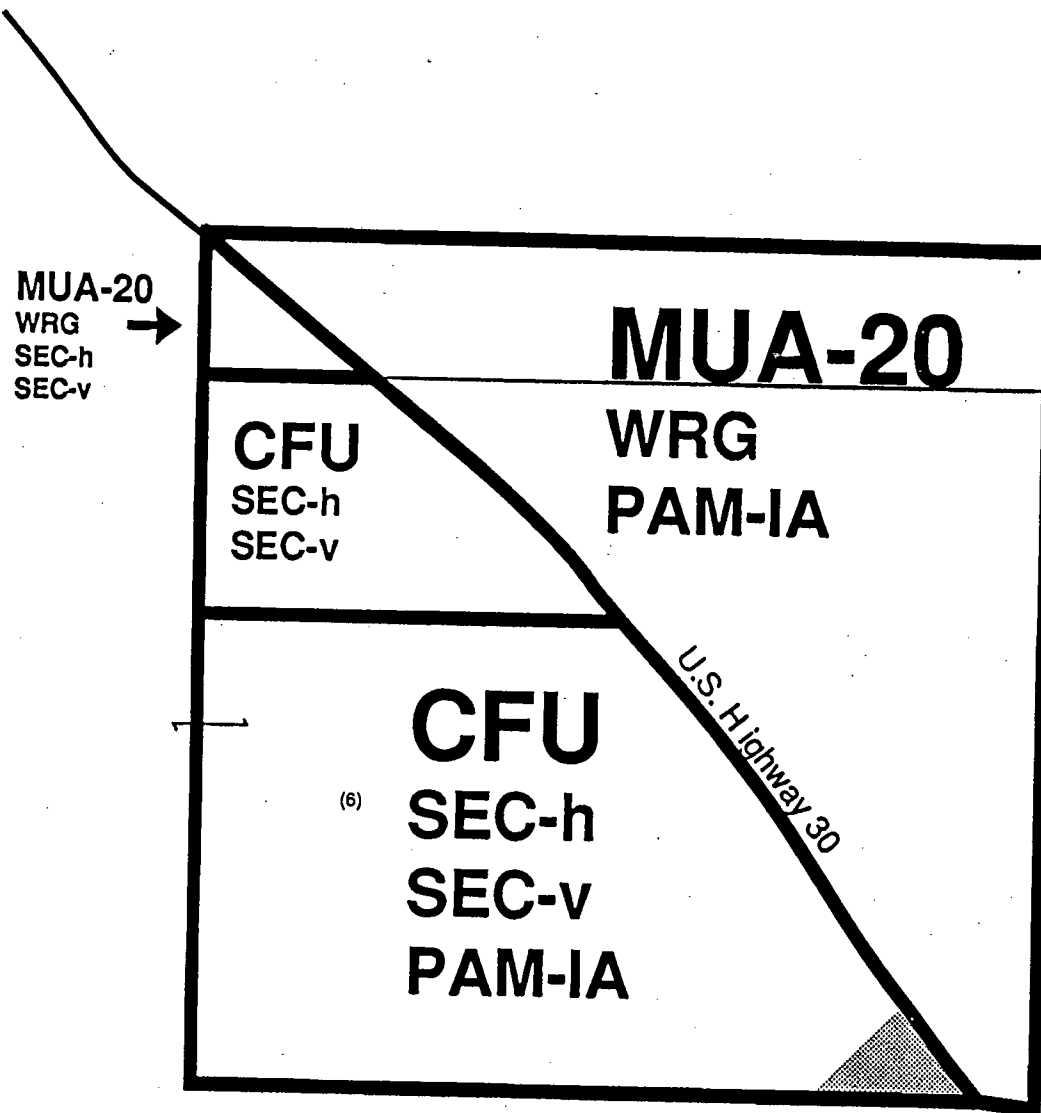


SE1/4 2N1W20

MAP 51

 SEC-s Overlay

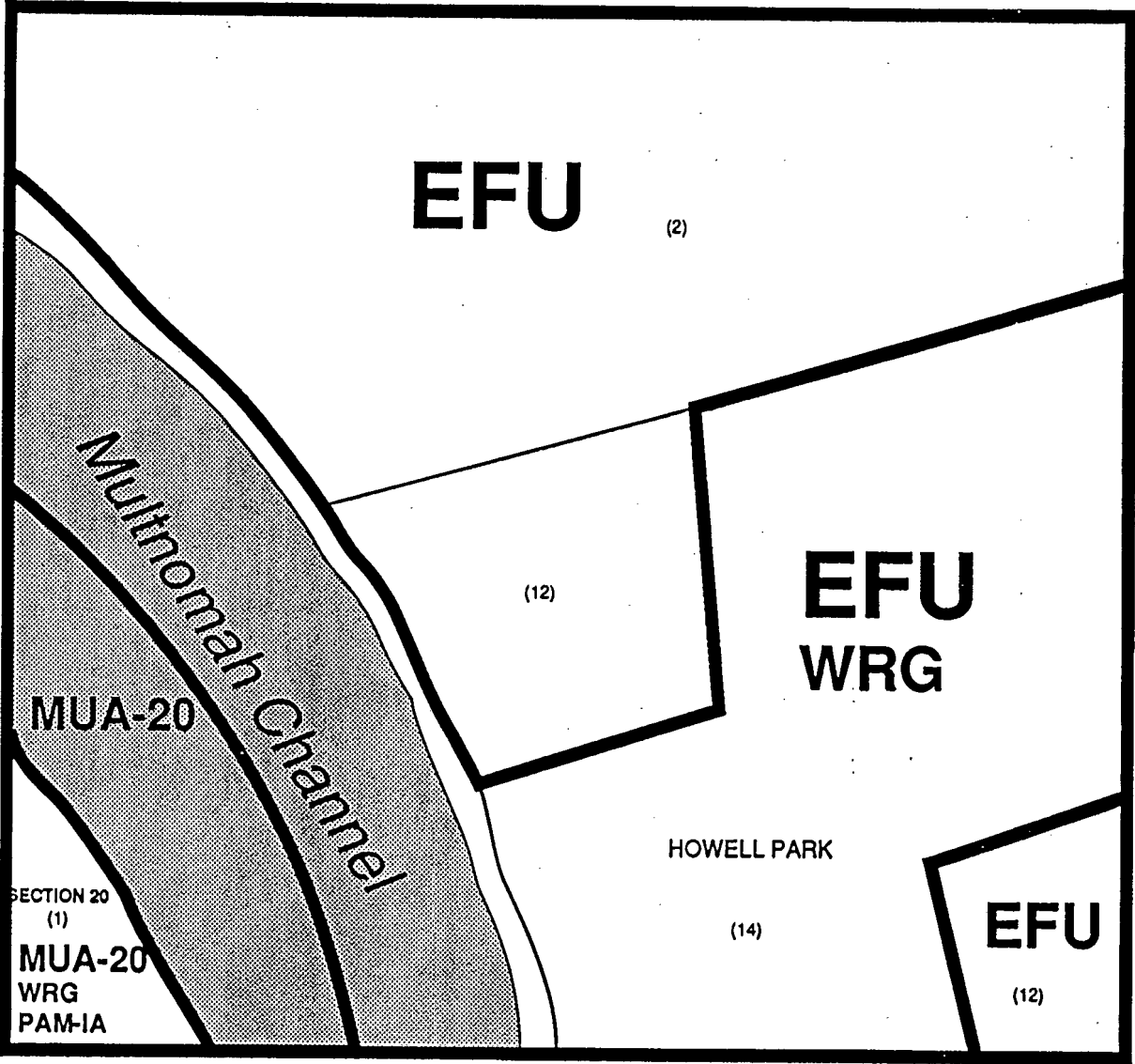
1" = 500'



NW1/4 2N1W21

MAP 52-A

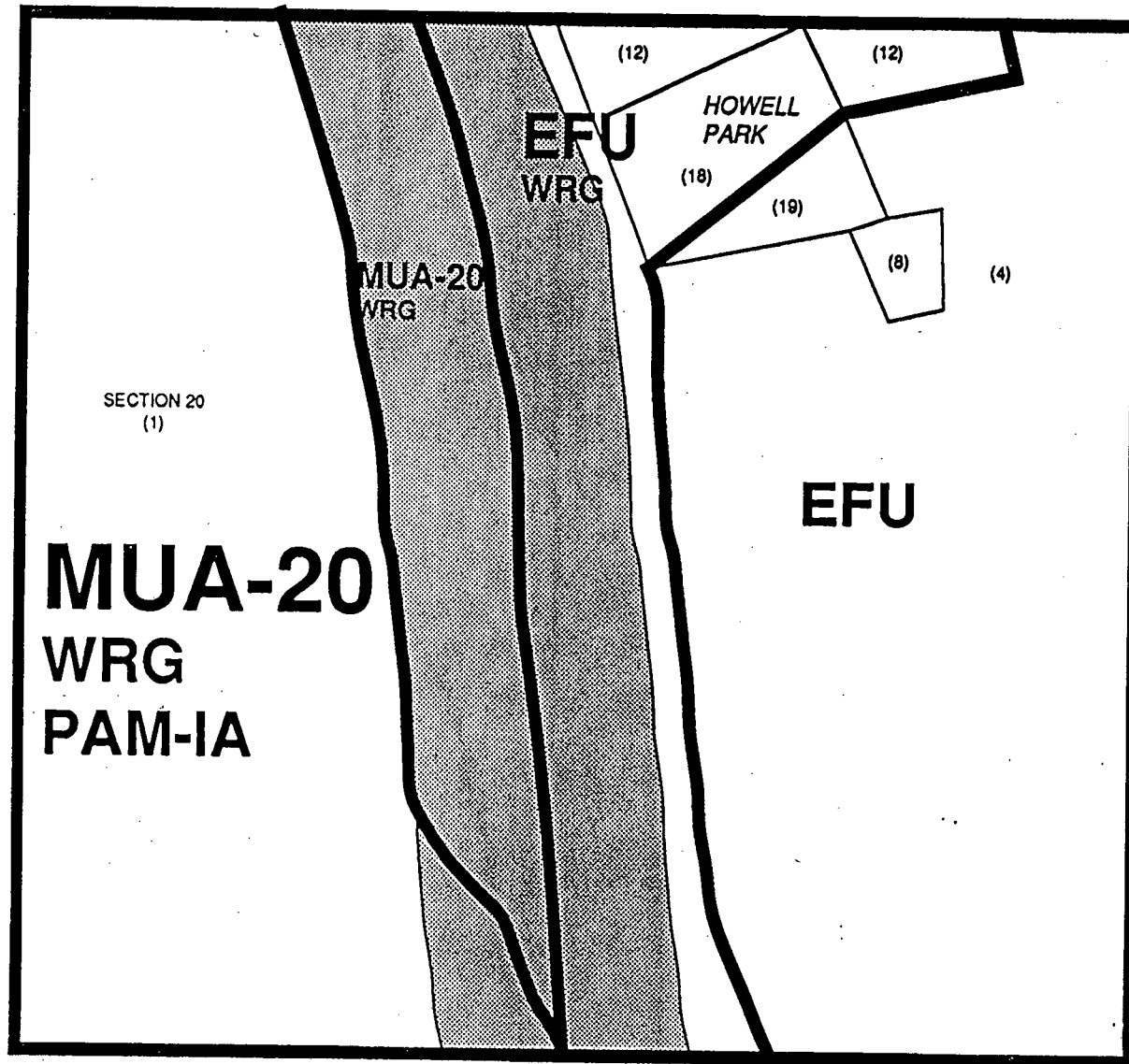
1" = 500'



SW 1/4 2N1W21

MAP 52-C

1" = 500'

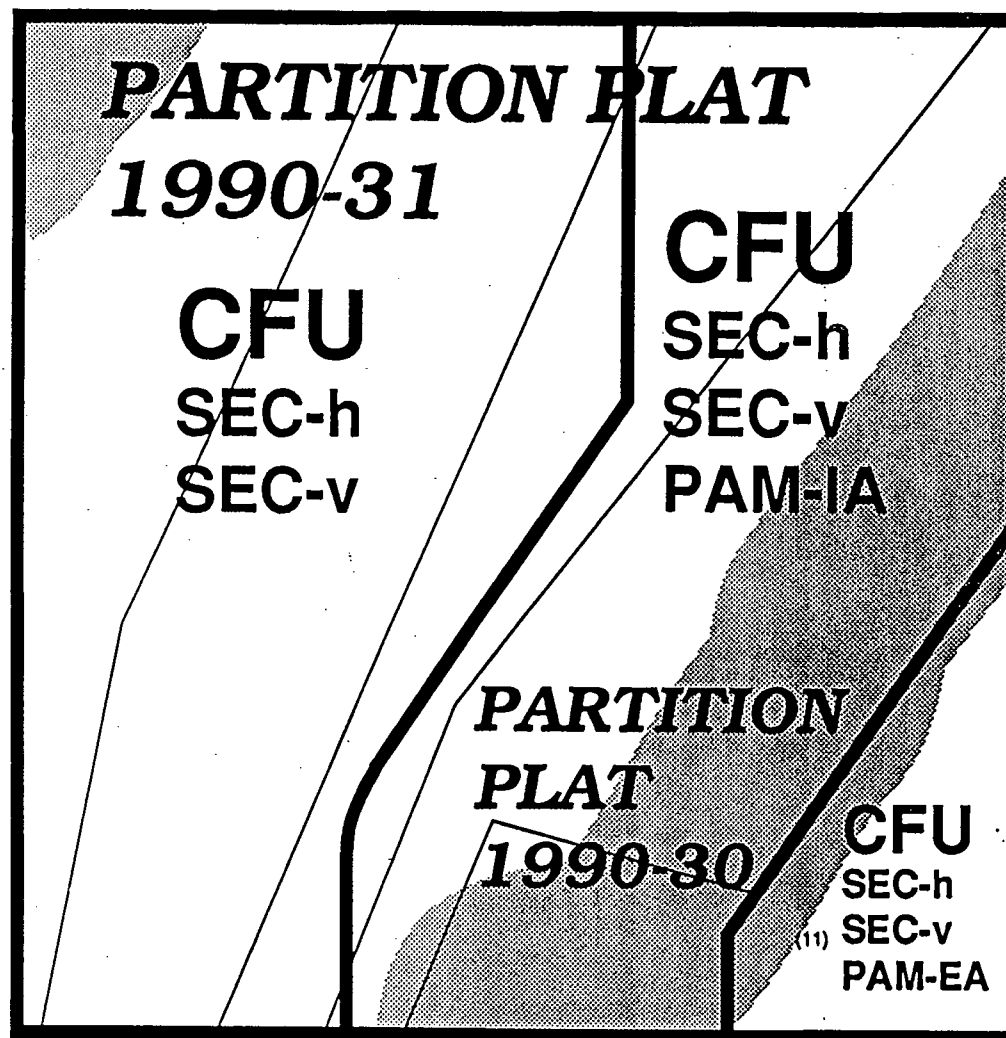


NW1/4 2N1W29

MAP 63

 SEC-s Overlay

1" = 500'

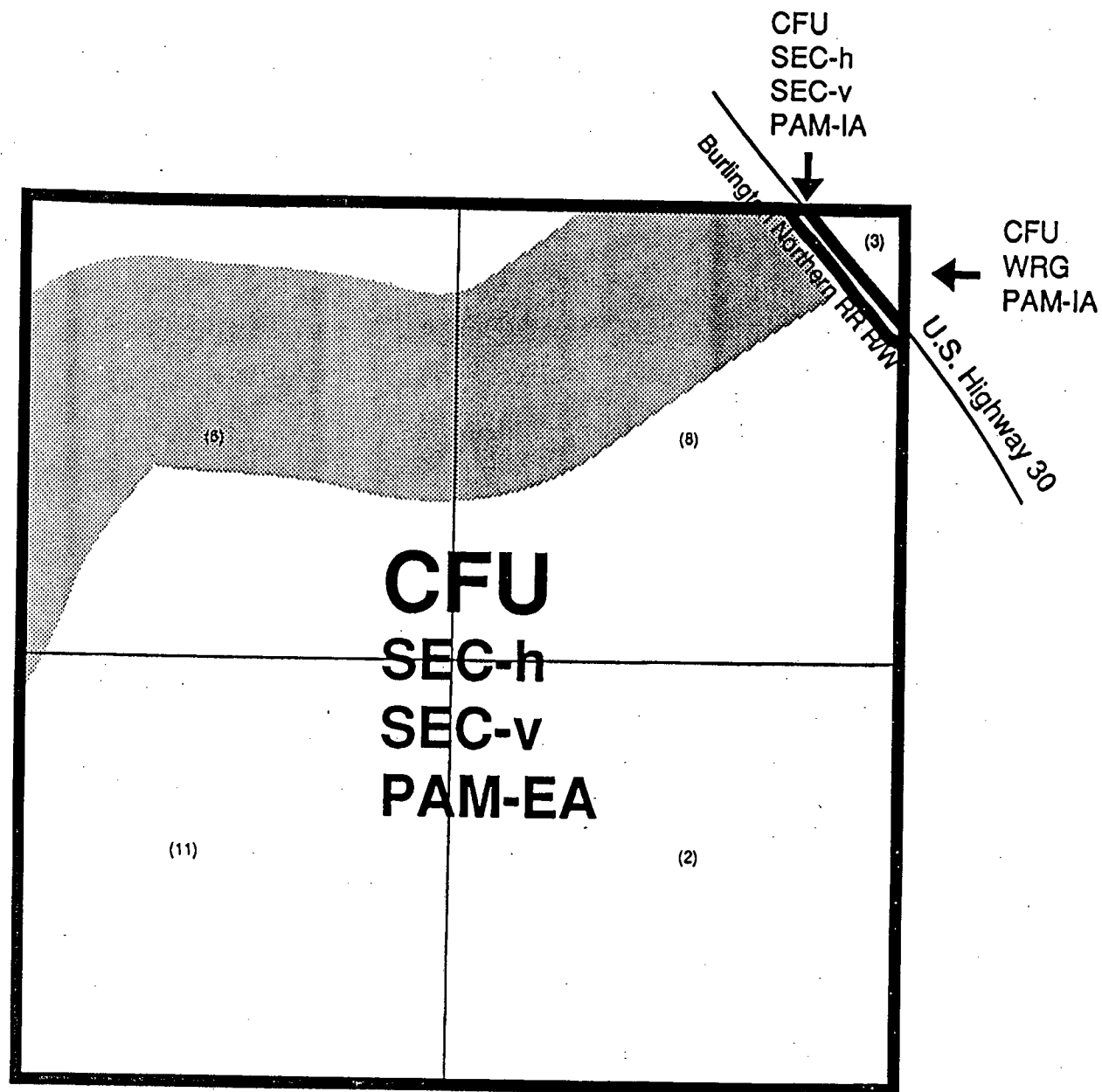


NE1/4 2N1W29

MAP 64

 SEC-s Overlay

1" = 500'

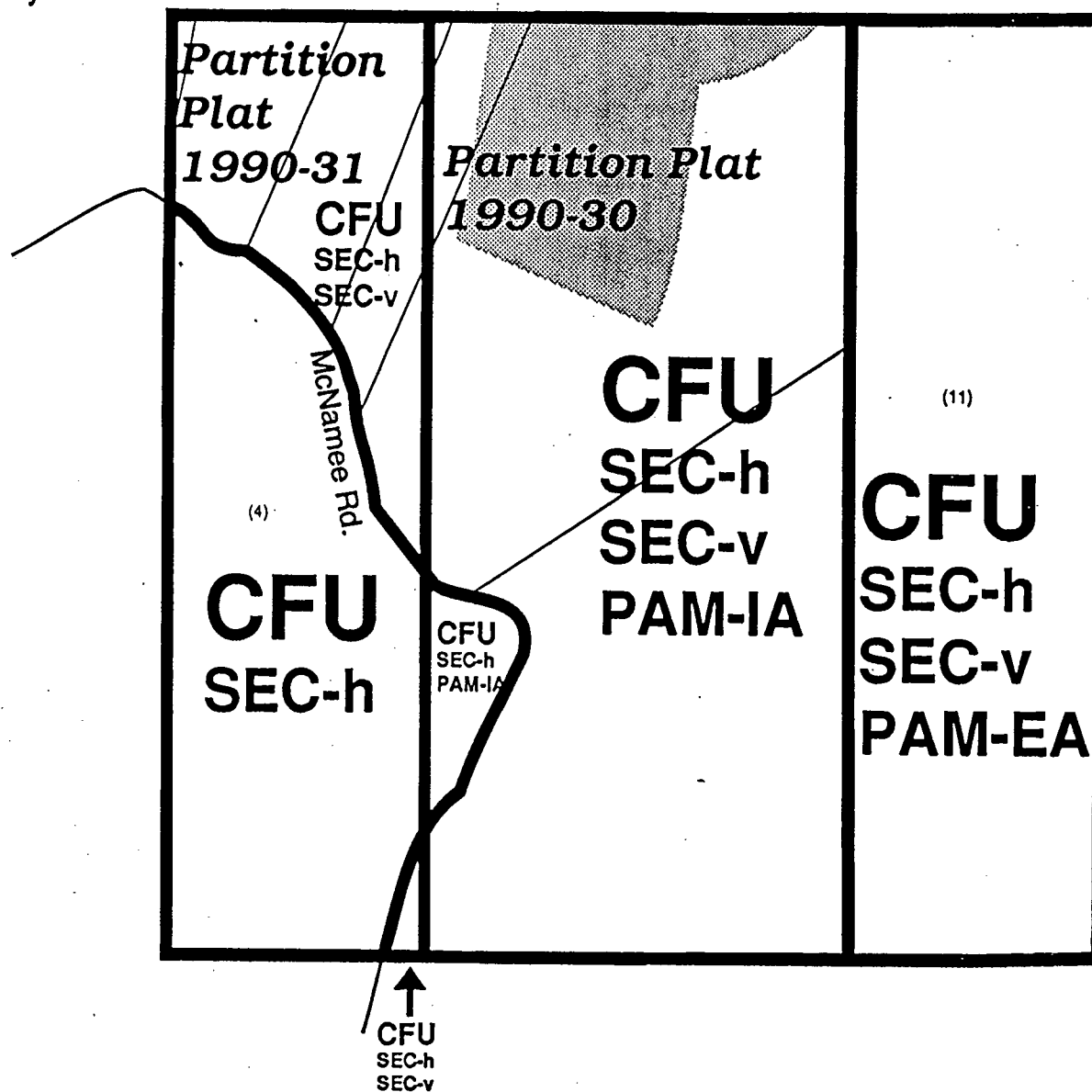


SW1/4 2N1W29

MAP 65

 SEC-s Overlay

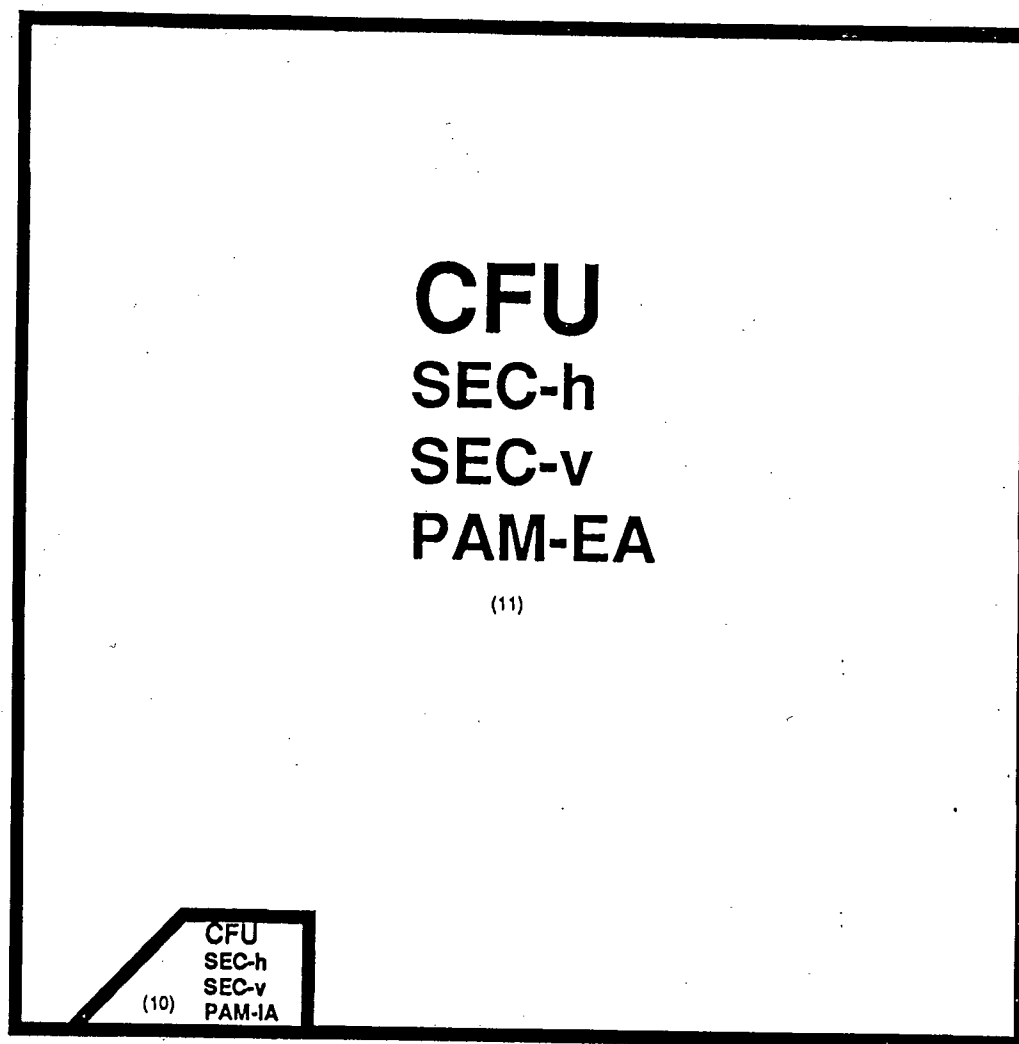
1" = 500'



SE 1/4 2N1W29

MAP 66

1" = 500'

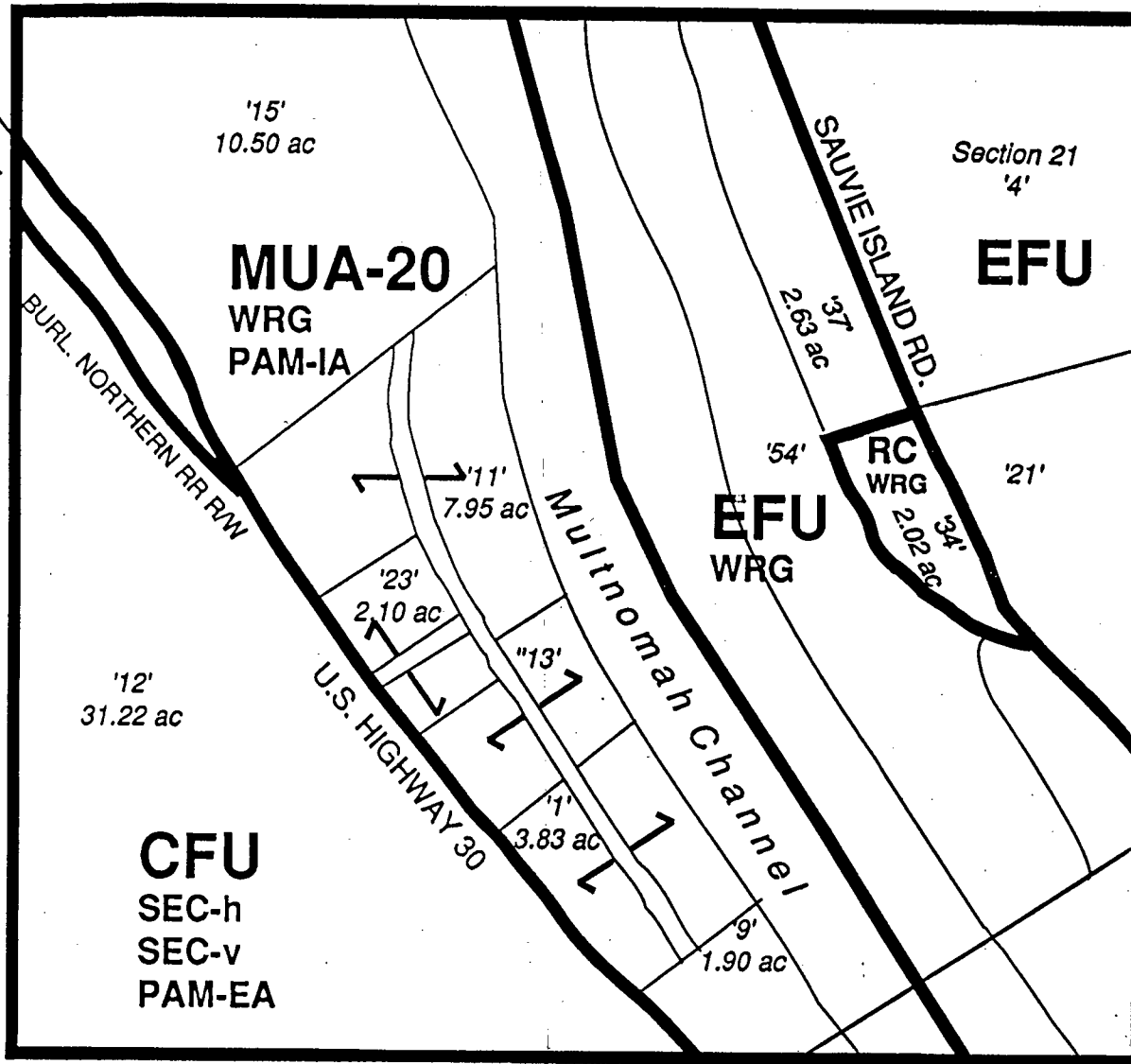


NW1/4 2N1W28

MAP 67

1" = 500'

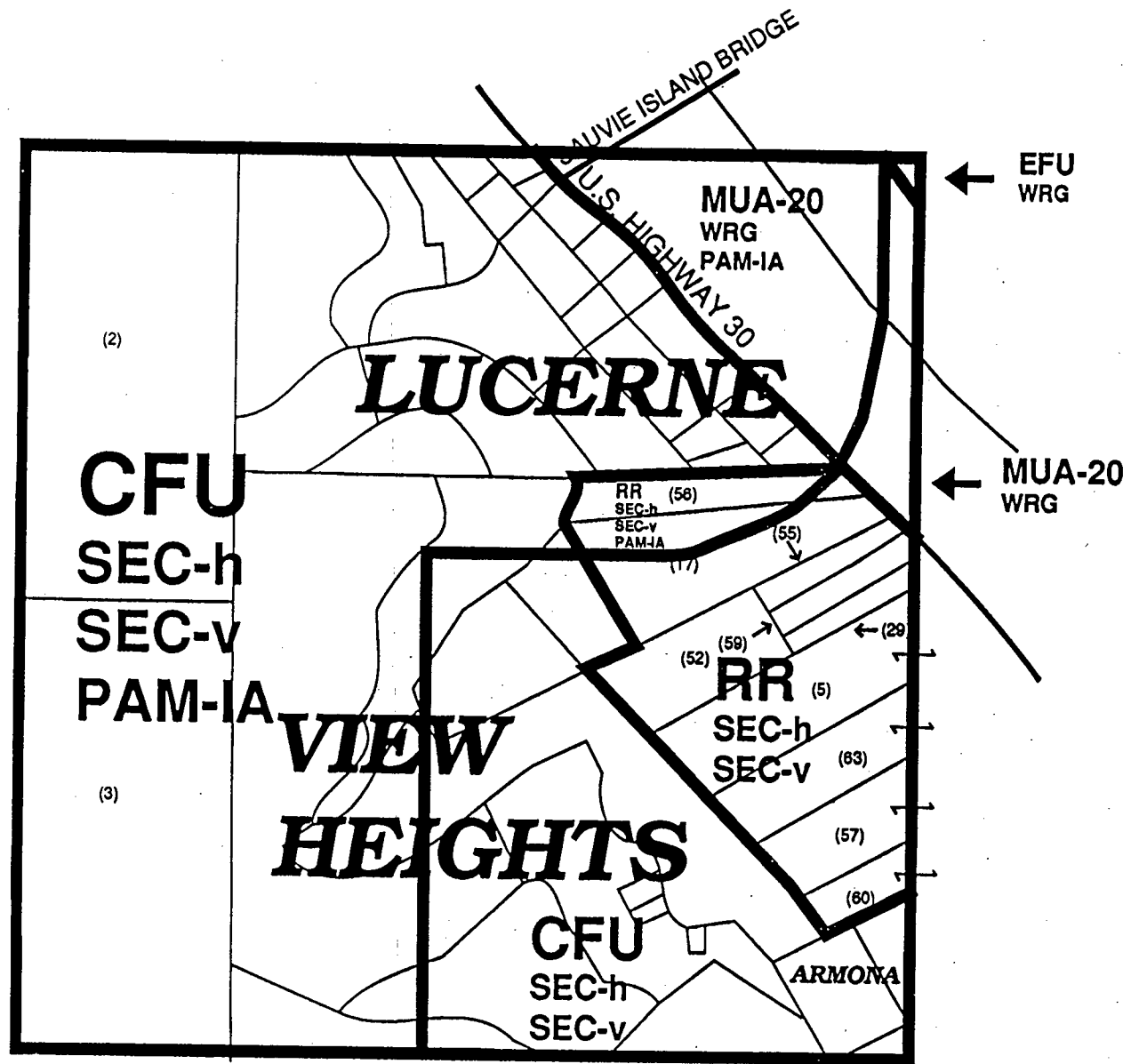
CFU
SEC-h
SEC-v
PAM-IA



SW1/4 2N1W28

 SEC-s Overlay

1" = 500'

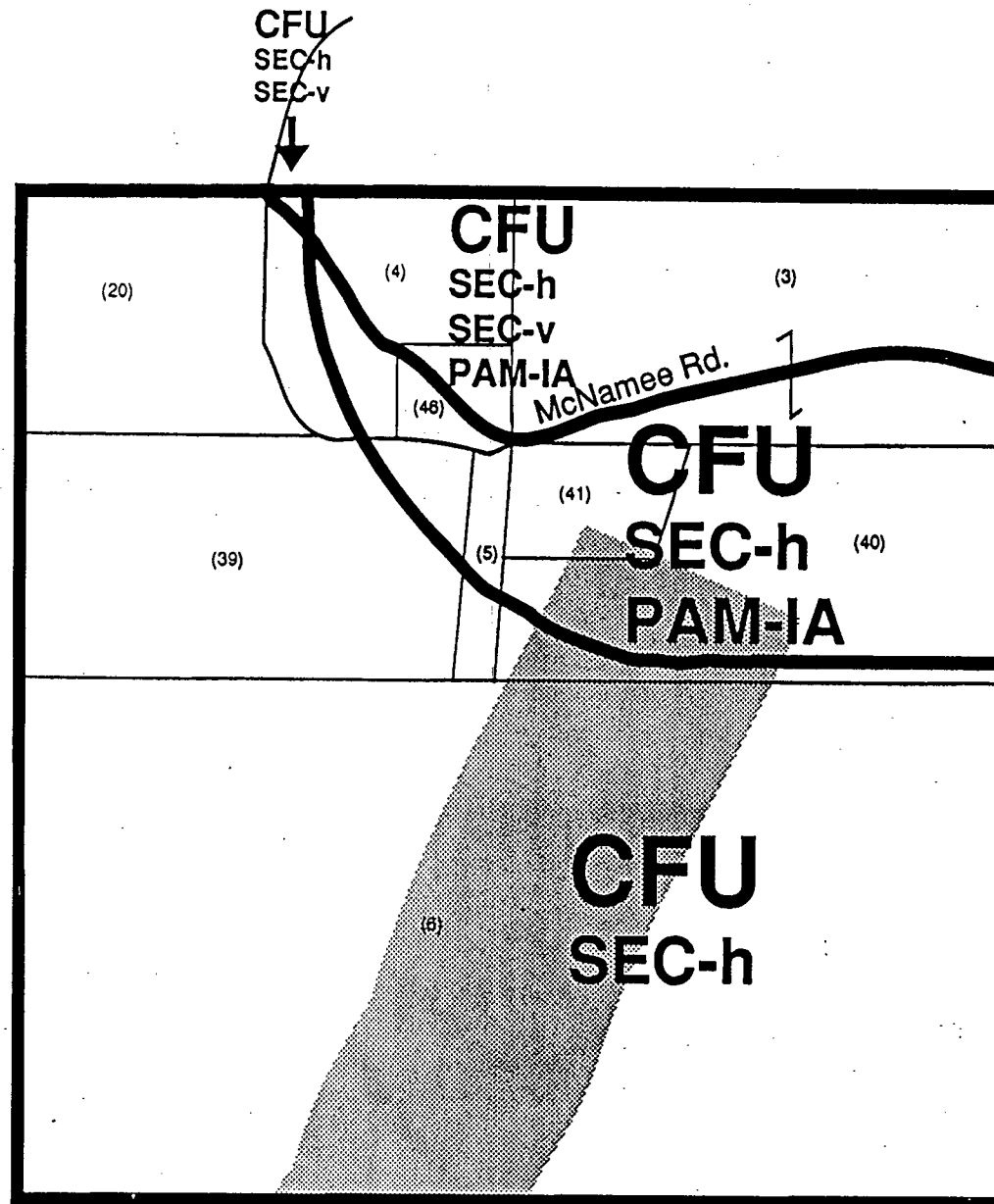


NW 1/4 2N1W32

MAP 80

 SEC-s Overlay

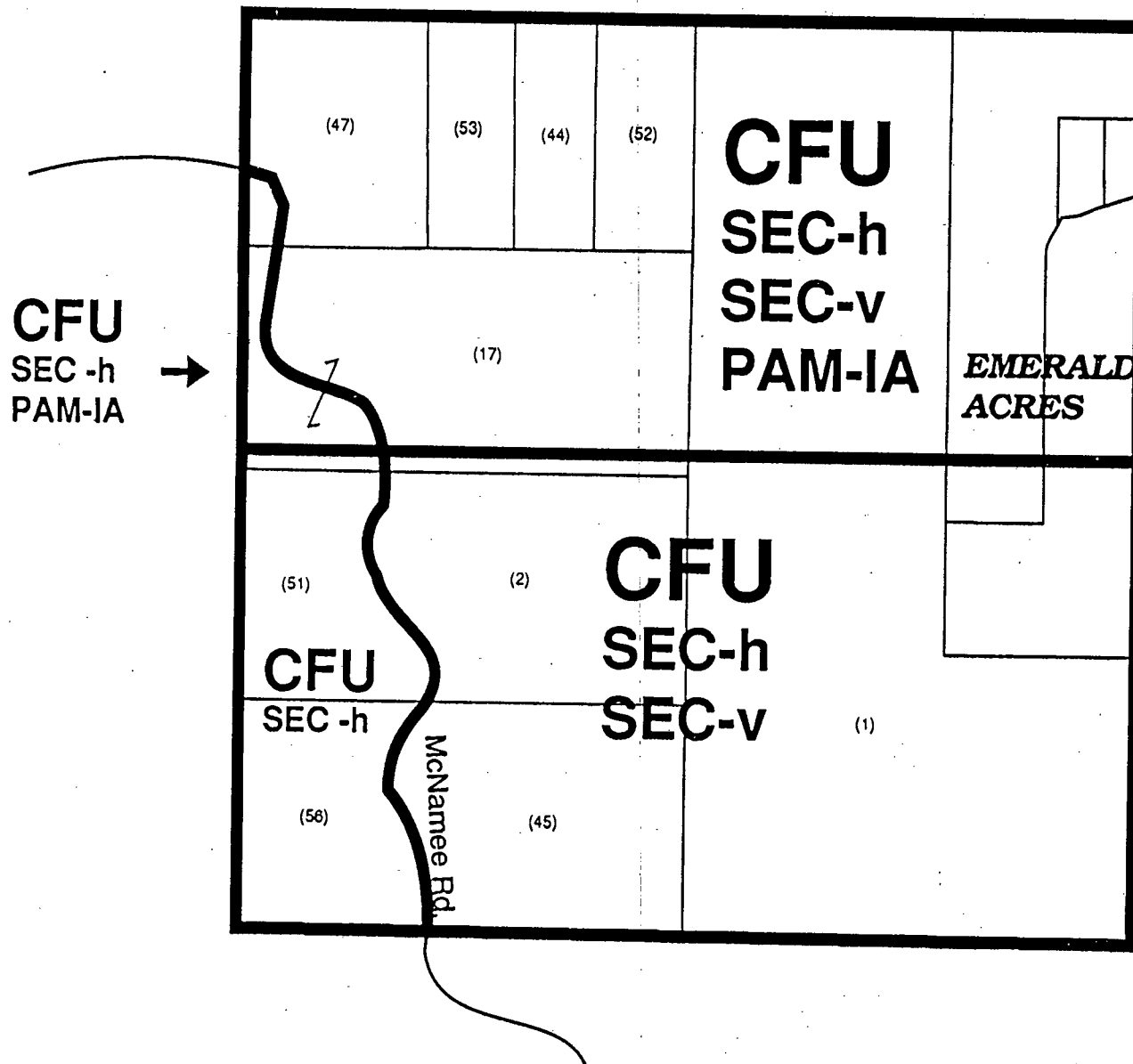
1" = 500'



NE 1/4 2N1W32

MAP 81

1" = 500'



NW 1/4 2N1W33

MAP 84

1" = 500'

