

ANNOTATED MINUTES

*Tuesday, May 19, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-1 Multnomah County Office of Senior Disable Services Division to Introduce the Senior Disabled Services Advisory Council to the Board Prior to Making Decisions Regarding Services for the Non-Senior Disabled Citizens Being Transferred into County Services. Presented by Dave Campfe and Jan Campbell.*

JAN CAMPBELL AND DAVE CAMPFE PRESENTED AND EXPLAINED THE REQUESTS OF THE SENIOR DISABLED SERVICES ADVISORY COUNCIL IN REGARDS TO SERVICES FOR THE NON-SENIOR DISABLED CITIZENS BEING TRANSFERRED INTO COUNTY SERVICES.

*Tuesday, May 19, 1992 - 9:45 AM
Multnomah County Courthouse, Room 602*

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of May 21, 1992*
-

*Thursday, May 21, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:35 AM with Vice-Chair Sharron Kelley, Commissioners Rick Bauman and Gary Hansen present. Commissioner Pauline Anderson was excused.

CONSENT CALENDAR

NON-DEPARTMENTAL

FOLLOWING MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, THE CONSENT AGENDA (ITEMS C-1 THROUGH C-15) WAS UNANIMOUSLY APPROVED.

- C-1 In the Matter of the Appointment of Klaus Heyne to Represent Multnomah County*

on the NOISE ABATEMENT ADVISORY COMMITTEE

DEPARTMENT OF HEALTH

- C-2 Ratification of an Intergovernmental Revenue Agreement, Contract #200152, between the State of Oregon, Department of Corrections and Multnomah County Health Department to Perform Sanitary Inspections of Food at the Columbia River Correctional Institution*
- C-3 Ratification of an Intergovernmental Revenue Agreement, Contract #200162, between the David Douglas School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-4 Ratification of an Intergovernmental Revenue Agreement, Contract #200172, between the Parkrose Public Schools, Multnomah County School District #3 and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-5 Ratification of an Intergovernmental Revenue Agreement, Contract #200182, between the Gresham Elementary School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-6 Ratification of an Intergovernmental Revenue Agreement, Contract #200192, between the Portland Public Schools and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-7 Ratification of an Intergovernmental Revenue Agreement, Contract #200202, between the Centennial School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-8 Ratification of an Intergovernmental Revenue Agreement, Contract #200212, between the Reynolds School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-9 Ratification of an Intergovernmental Revenue Agreement, Contract #200222, between the Sauvie Island School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-10 Ratification of an Intergovernmental Revenue Agreement, Contract #200232, between the Orient School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School*

District's Food Services Facilities

- C-11 *Ratification of an Intergovernmental Revenue Agreement, Contract #200242, between the Barlow-Gresham Union High School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*
- C-12 *Ratification of an Intergovernmental Revenue Agreement, Contract #200252, between the Corbett School District and Multnomah County Health Department to Provide Services of a Registered Sanitarian for the Inspection of the School District's Food Services Facilities*

DEPARTMENT OF SOCIAL SERVICES

- C-13 *Ratification of an Intergovernmental Revenue Agreement, Contract #100013, between Portland Public Schools and Multnomah County Juvenile Justice Division for Services through a Subcontractor to High Risk Juvenile Offenders for Educational Services in the Albina Youth Opportunity School, Genesis Program*
- C-14 *Ratification of an Intergovernmental Revenue Agreement, Contract #100023, between Clackamas County and Multnomah County Juvenile Justice Division to Provide Housing and Supervision Services for Clackamas County Youth Held in the Donald E. Long Home Detention Facility*
- C-15 *Ratification of an Intergovernmental Revenue Agreement, Contract #104472, between Multnomah County Housing & Community Services Division and the City of Portland, Bureau of Community Development for \$25,000 to Pay for Planning and Advocacy Services Related to Emergency Basic Needs Services*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *RESOLUTION in the Matter of Acknowledging Multnomah County's Intent to Amend all Applicable Land Use Ordinances in Accordance with the Management Plan For the Columbia River Gorge National Scenic Area*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-1. RESOLUTION 92-93 WAS UNANIMOUSLY APPROVED.

- R-2 *RESOLUTION in the Matter of the Approval of Insured Hospital Revenue Refunding Bonds, Series 1992A (Adventist Health System/West) in the Approximate Amount of \$30,000,000*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. HOWARD RANKIN

PRESENTED EXPLANATION. RESOLUTION 92-94 WAS UNANIMOUSLY APPROVED.

- R-3 *First Reading of an ORDINANCE in the Matter of Amending Multnomah County Code: Title 5 by Establishing Criteria for County Approval for Issuance of a Wrecker Certificate and Authorized by ORS 822.140*

ORDINANCE READ BY TITLE ONLY. NO PUBLIC TESTIMONY RECEIVED. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, THE FIRST READING WAS APPROVED WITH COMMISSIONERS BAUMAN, HANSEN AND MCCOY VOTING AYE, AND COMMISSIONER KELLEY VOTING NO. THE SECOND READING WAS SCHEDULED FOR THURSDAY, JUNE 4, 1992.

- R-4 *Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 5.10.020(B) and (C) Requiring the Multnomah County Sheriff's Office to Check with the County Department of Assessment and Taxation to Determine Whether an Applicant for an OLCC License has Delinquent Personal or Real Property Taxes Due and Owing and to Recommend Denial of the Application for Such Delinquency*

ORDINANCE READ BY TITLE ONLY. NO PUBLIC TESTIMONY RECEIVED. FOLLOWING BOARD AND STAFF DISCUSSION AND UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, THIS ITEM WAS CONTINUED UNTIL THURSDAY, JUNE 4, 1992 DUE TO PROPOSED AMENDMENTS.

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- R-5 *Second Reading and Possible Adoption of an ORDINANCE Amending the Multnomah County Audit Committee Ordinance by Changing the Membership of the Multnomah County Audit Committee and Deleting References to the Department of General Services*

ORDINANCE READ BY TITLE ONLY. NO PUBLIC TESTIMONY RECEIVED. UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, ORDINANCE NO. 722 WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-6 *Ratification of an Intergovernmental Agreement, Contract #800792, between Multnomah County Sheriff's Office and the City of Portland to Administer the Duties of "Manager" as Stated in Multnomah County Ordinance No. 647, Governing the Operation of Certain Second Hand Stores*

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-6 WAS UNANIMOUSLY APPROVED.

- R-7 *Ratification of an Intergovernmental Agreement, Contract #800802, between Hood River County and Multnomah County Sheriff's Office to Provide Mutual Aid in Critical Law Enforcement Incidents*

UPON MOTION BY COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-7 WAS UNANIMOUSLY APPROVED.

- R-8 *Ratification of an Intergovernmental Agreement, Contract #800812, between the City of the Dalles and Multnomah County Sheriff's Office to Provide Mutual Aid in Critical Law Enforcement incidents*

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-8 WAS UNANIMOUSLY APPROVED.

- R-9 *Ratification of an Intergovernmental Agreement, Contract #800822, between the U.S. Army, Corps of Engineers and Multnomah County Sheriff's Office for the Usage of Gas and the Corp's Building*

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-9 WAS UNANIMOUSLY APPROVED.

- R-10 *Ratification of an Intergovernmental Agreement, Contract #800832, between Multnomah County Sheriff's Office and the U.S. Department of Agriculture, Forest Service to Enforce Federal/State Laws and Regulations in the National Forest*

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-10 WAS UNANIMOUSLY APPROVED.

- R-11 *NOTICE OF INTENT to Apply for \$2.6 Million from the Edward Byrne Memorial State and Local Law Enforcement Assistant Program to Implement One or More Correctional Options for the Multnomah County Day Reporting Center*

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-11 WAS APPROVED WITH COMMISSIONERS MCCOY, HANSEN AND KELLEY VOTING AYE, AND COMMISSIONER BAUMAN VOTING NO.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-12 Budget Modification DES #26 Requesting Authorization to Reclassify a Fleet Specialist to an Operations Administrator

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-12 WAS UNANIMOUSLY APPROVED.

R-13 ORDER in the Matter of Multnomah County Appointing Planning and Zoning Hearings Officer

UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 92-95 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-14 NOTICE OF INTENT for Multnomah County Housing & Community Services Division to Apply with the Federal Department of Housing and Urban Development for the Community Development Block Grant Funds for FY 1992-93

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-14. CECILE PITTS PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. PUBLIC TESTIMONY HEARD. NOTICE OF INTENT WAS UNANIMOUSLY APPROVED.

R-15 Ratification of an Intergovernmental Revenue Agreement, Contract #104642, between Multnomah County Housing and Community Services Division and the City of Portland, Bureau of Community Development to Provide Funds for Relocation and Moving Costs for Households Residing in Building Closed and Vacated by City Bureau of Buildings

UPON MOTION BY COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-15 WAS UNANIMOUSLY APPROVED.

R-16 Budget Modification DSS #68 Requesting Authorization to Add \$15,000 in City of Portland Funds to the Housing and Community Services Division/Community Action FY 1991-92 Pass Through Budget to Pay for Moving and Relocation Assistance for Persons Relocated from Their Housing Due to Building Closure by

the City Bureau of Buildings

**UPON MOTION BY COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER KELLEY, R-16 WAS UNANIMOUSLY
APPROVED.**

There being no further business, the meeting was adjourned at 10:55 a.m.

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


Carrie A. Parkerson


BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 5-21-92 pg. 2

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-1</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-2</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
First Reading Approved w/2nd Reading to be 6-4-92			
<u>R-3</u>	<u>GH</u>	<u>RB</u>	<u>App</u> <u>SK-NO</u>
<u>R-4</u>	<u>GH</u> <u>xGH</u>	<u>RB</u> <u>RB</u>	<u>App</u> <u>6-4-92</u> <u>set over 2 wks.</u>
<u>R-5</u>	<u>SK</u>	<u>RB</u>	<u>App</u>
<u>R-6</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-7</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-8</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-9</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-10</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-11</u>	<u>SK</u>	<u>GH</u>	<u>App</u> <u>RB-NO</u>
<u>R-12</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-13</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-14</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-15</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-16</u>	<u>S</u>	<u>S</u>	<u>S</u>

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 5-21-92

 Agenda Item #

Motion

Second

APP/NOT APP

C-1

SK

RB

APP

C-2

C-3

C-4

C-5

C-6

C-7

C-8

C-9

C-10

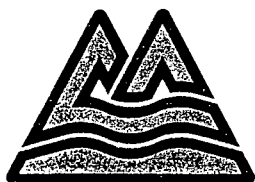
C-11

C-12

C-13

C-14

C-15



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 606, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

May 18 - 22, 1992

Tuesday, May 19, 1992 - 9:30 AM - Board BriefingsPage 2
Tuesday, May 19, 1992 - 9:45 AM - Agenda ReviewPage 2
Thursday, May 21, 1992 - 9:30 AM - Regular Meeting.Page 2

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

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

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

Tuesday, May 19, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

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-

Tuesday, May 19, 1992 - 9:45 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of May 21, 1992

NO PUBLIC TESTIMONY

Thursday, May 21, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- App*
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REGULAR AGENDA

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cap

PAULINE ANDERSON
Multnomah County Commissioner
District 1



605 County Courthouse
Portland, Oregon 97204
(503) 248-5220

April 8, 1992

To: Office of the Clerk of the Board
Board of County Commissioners

From: Pauline Anderson *pa*

My role as mother of the bride calls me to the East Coast. I will be away from my office during the week of May 18-22 and so will miss the Tuesday, May 19 and Thursday, May 21 meetings of the Board.

2594

1992 APR - 7 PM 12:54
MULTNOMAH COUNTY
OREGON

Meeting Date: MAY 21 1992

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal May 21, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Appointment to: /

Noise Abatement Advisory Committee

Klaus Heyne to represent Multnomah County

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bladys McCorry

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 14 PM 2:30
MULTNOMAH COUNTY
OREGON

SET
FILED
PORTLAND, OREGON 5/20/92
5/4/92
GERMAN MASTERWORKS

KLAUS HEYNE
PHONE / FAX (503) 695-3410

41101 S.E. LOUDEN RD
CORBETT, OREGON 97019

To: Sharon Timko
Columbia Gorge Coordinator
Multnomah County Board Of Commissioners
1021 SW 4th
Portland, OR 97204
c.c. Sharron Kelley
Multnomah County
Commissioner

Re: Multnomah County Seat on PDX-Noise Abatement Advisory Committee
(N.A.A.C.)

Dear Sharon,

April 29, 1992

I am writing in regards to our phone conversation today.

The Port of Portland airport noise abatement department holds meetings of its advisory committee three times a year. The advisory committee consists of representatives from the cities of Portland, Vancouver, surrounding counties, neighborhood organizations, airport/airline representatives, etc. who voice concerns, give input and suggest mitigating steps for aircraft noise problems and solutions.

Multnomah County's seat on this committee has not been occupied for quite some time. This omission is regrettable. Multnomah County, particularly its peripheral and unincorporated areas, are feeling the noise-impact of ever increasing commercial flight traffic volume. The substantial impact of airplane noise on the daily lives of area residents led to the formation of the advisory committee in the first place. Therefore, an opportunity to shape the livability of the area through participation in the advisory committee should not be missed.

I am offering my service to fill Multnomah County's position on the noise abatement advisory committee. My occupation as a professional acoustician (a specialist in the field of audio-acoustics) with 15 years experience and a company of my own serving clients throughout the world, gives me the unique insight into technical aspects of environmental noise measurement and its terminologies, as used by the noise abatement department of the Portland Airport.

At the same time, my position as an informed community member with an active role in regional planning and other community issues enables me to analyze and interpret these findings in general terms for dissemination and policy feedback by Multnomah County residents. The position is a volunteer task, which is unpaid, and without any other financial or logistical burden upon the County.

I would like to make the following points to address your concerns about representation on this committee by a Corbett resident versus a resident from the

Portland-Metro area of the county:

1. Through my ongoing communications with the airport noise abatement department, I am well aware that aircraft noise affects outlying areas of the county much more than the urban / downtown sections, since FAA regulations stipulate certain flight paths to avoid densely populated areas. The significantly higher impact on rural and suburban residents of such aircraft traffic patterns calls for representation from these areas.
2. Current participants in Multnomah County politics, whether paid or volunteer, are overwhelmingly recruited from the Portland-Metro area. The seat position to be filled is on a volunteer advisory committee, with 30 members ranging from "private" citizens living on Sauvie's Island, to neighborhood organizations, to PDX-Airport officials. The appointment of a member from the unincorporated part of the county will not infringe upon established structures of Multnomah County Government, but should be a welcomed opportunity for greater participation by citizens with knowledge and interest.
3. Representation by an interested, qualified and respected community member from an area within Multnomah County which is particularly affected by air traffic noise, is certainly a whole lot better than having no representation on this committee at all!

I am aware that sometime in the past, a member of your planning department was representing the County's interests on the committee. I hope to convince you that innovative ideas and solutions to the problem of airplane noise can be found from other enthusiastic citizens as well. I am available to you and other Multnomah County Board officials for further inquiry into this matter.

With kind regards,



Klaus Heyne

P.S.: The next meeting of the Advisory Committee is on May 26, 1992. Timely attention to this matter is appreciated. Should you wish to permanently vacate Multnomah County's seat on the committee, notification to Bob Noble at the N.A.A.C. (Tel.:335-1071) would be appreciated. As participation is fixed at 30 persons, the open seat could be filled by concerned parties like the Northeast Multnomah County Community Association, of which I am a member.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Portland International Airport NOISE ADVISORY COMMITTEE

- B. Name Klaus Heyne

Address 41101 SE Loudon Road

City Corbett State OR Zip 97019

Do you live in XXX unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 695.3412

- C. Current Employer (selfemployed) GERMAN MASTERWORKS

Address 41101 SE Loudon Road

City Corbett, State OR Zip 97019

Your Job Title Owner, sole proprietor

Work Phone 695-3410

(Ext) _____

Is your place of employment located in Multnomah County? Yes XXX No _____

- D. Previous Employers B L A Audio, 1978-80 Dates Mgr., accoustics Job Title _____
Don Wehr's Music City, 1974-78 specialist, accoustics

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Sunset Neighborhood Org., San Francisco	1980-90	Crimewatch coordinator,
airport noise relay-informer for Sunset District, S.F.		
Guardians Of Larch Mountain	1992	Co-Founder
Northeast Multnomah County Community Association, 1991-92 chair, subcommittees (planning, watershed, shootingrange)		

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Goethe-University, Frankfurt, Germany	1969-72	law-school

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Sharon Timko, Columbia Gorge Coordinator, Multn. Co. Board of Commissioners

Nancy Wilson, president, Northeast Multn. Co. Community Association 695-2200

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

male, white

sex / racial ethnic background

birth date: Month 7 Day 21 Year 1951

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature [Signature] Date May 14, 1992

Meeting Date: MAY 21 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Revenue Agreement with Oregon Department of Corrections

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

DEPARTMENT HEALTH DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of intergovernmental agreement with State of Oregon, Department of Corrections. State will pay the County to perform a sanitary inspection of food service premises at Columbia River Correctional Institution.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

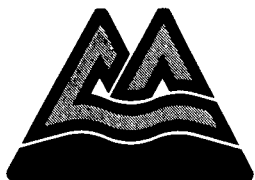
Or

DEPARTMENT MANAGER Billi Osigard

(All accompanying documents must have required signatures)

Returned Original OGA + Contacts to H. Brune 5-22-92

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 12 AM 11:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Bill *Bill* Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 7, 1992

SUBJECT: Revenue Agreement with Oregon Department of Corrections

Recommendations: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this intergovernmental Revenue agreement with the Oregon Department of Corrections effective July 14, 1992 to and including July 13, 1993.

Analysis: As a requirement of State of Oregon operational audit of its various facilities, the Columbia River Correctional Institution of the Oregon Department of Corrections requires a sanitary inspection of its food service facilities. The contractor requires one inspection each calendar year at the rate \$245 each.

Background: The Multnomah County Health Division has done similar inspections for other State of Oregon facilities.

[0893k-p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200152

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED Multnomah County Board of Commissioners C-2 May 21, 1992 </div>

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Food Service sanitation inspection.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name <u>Oregon Department of Corrections</u> <u>Columbia River Corrections Institution</u> Mailing Address <u>9111 N.E. Sunderland Ave.</u> <u>Portland, Or 97211</u> Phone <u>280-6646</u> Employer ID # or SS # <u>N/A</u> Effective Date <u>July 14, 1992</u> Termination Date <u>July 13, 1993</u> Original Contract Amount \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>245.00</u>	N/A Payment Term <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Requirements contract - Requisition required. Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____
---	---

REQUIRED SIGNATURES:

Department Manager Billi Adigard

Date 4/20/92

Purchasing Director
(Class II Contracts Only) [Signature]

Date _____

County Counsel [Signature]

Date 5-4-92

County Chair/Sheriff [Signature]

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>100</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$245.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
AND
STATE OF OREGON
SANITARY INSPECTION AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the STATE OF OREGON, DEPARTMENT OF CORRECTIONS, (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, STATE's Corrections Department requires services which COUNTY is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, COUNTY is able and prepared to provide such services as STATE does hereinafter require, under those terms and conditions set forth; now, and

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 14, 1992 to and including July 13, 1993, unless sooner terminated under the provisions hereof.

2. Services.

A. Sanitary inspection of food service premises at Columbia River Correctional Institution.

3. Compensation.

A. STATE agrees to pay COUNTY \$245 based on the following terms:

1) (1) inspection at \$245 each.

B. STATE certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to STATE in the amounts anticipated, STATE may terminate or reduce Agreement funding accordingly. STATE will notify COUNTY as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of COUNTY.

4. Contractor is Independent Contractor

A. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

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

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

5. Workers Compensation

A. STATE 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.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

8. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must 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)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will 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.

9. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

10. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

11. Early Termination

A. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

B. Immediate termination or amendment 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 STATE.

2) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

3) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

C. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against STATE under this Agreement.

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

12. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

13. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

14. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an 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 contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON DEPARTMENT OF CORRECTIONS

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 5/21/92

HEALTH DIVISION

By: Billi Odgaard
Billi Odgaard, Director

Date: 4/20/92

HEALTH DIVISION

By: Quinn A. Blum
Program Manager

Date: 4/20/92

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence B. Kessel

Date: 5-4-92

RATIFIED
Multnomah County Board
of Commissioners

C-2 5-21-92

Meeting Date: MAY 21 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

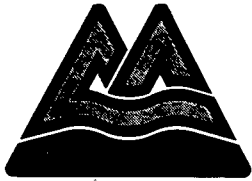
Or

DEPARTMENT MANAGER Billi Odgaard

(All accompanying documents must have required signatures)

Returned Original OGA & Contacts to H. Brune 5-22-92.

1992 MAY 12 AM 11:25
CLERK OF COUNTY
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill *Odgaard* Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with David Douglas School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the David Douglas School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$735 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200162
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>REVENUE</p> <p>Multnomah County Board of Commissioners</p> <p>C-3 May 21, 1992</p>
---	---	---

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name David Douglas School District

Mailing Address 1500 S.E. 130th

Portland, Or 97233

Phone 252-2900

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 735.00

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Billie Delgado

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 4/20/92

Date _____

Date 5-4-92

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	136 100	015	0232			0232			Revenue 3001	\$735.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

JAN 15 1992

200162

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and David Douglas School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$ 735.00 annually, based upon the following fee schedule:

1. <u>1</u>	Full-service kitchens x \$85 =	<u>85.00</u>
2. <u>13</u>	Satellite kitchens x \$50 =	<u>650.00</u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
Total		<u>735.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

David Douglas
SCHOOL DISTRICT

By: Anthony L. Palomieri

Date: 1-13-92

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: Billi Odegard
Billi Odegard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners
C-3 5-21-92

HEALTH DIVISION

By: William W. Blom
Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: Laurence Kessel
Deputy County Counsel

Meeting Date: MAY 21 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Osigard

(All accompanying documents must have required signatures)

Returned Original IGA + Contracts to H. Brem 5-22-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 12 AM 11:22



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill *Bill* Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Parkrose Public School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Parkrose Public School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$420 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200172

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-4 May 21, 1992</p>
---	---	--

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Parkrose Public Schools
Multnomah County School Dist. #3
 Mailing Address 10636 N.E. Prescott St.
Portland, Or 97220-2699
 Phone 257-5206
 Employer ID # or SS # _____
 Effective Date September 1, 1991
 Termination Date August 31, 1994
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 420.00

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegaard

Date 4/20/92

Purchasing Director _____
 (Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 5-4-92

County Chair/Sheriff [Signature]

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>100</u> <u>156</u>	<u>015</u>	<u>0232</u>			<u>0237</u>			Revenue 3001	\$420.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

200172
JAN 15 1992

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day
of January, 1992, by and between Multnomah County, a home rule
political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'),
and Parkrose School District (hereinafter referred
to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of
inspecting its school food service facilities to comply with Oregon Administrative
Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such
services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set
forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including
August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection
of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200
through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any
necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL
DISTRICT's superintendent, building principals, and the State Department of Education
promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by
SCHOOL DISTRICT or any member of the public, in order to determine whether or not food
borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$420.00 annually, based
upon the following fee schedule:

1. <u>2</u>	Full-service kitchens x \$85 =	<u>170.00</u>
2. <u>5</u>	Satellite kitchens x \$50 =	<u>250.00</u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>

Total 420.00

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.


10. MODIFICATION.

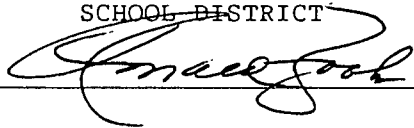
Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.



SCHOOL DISTRICT
By: 

Gladys McCoy
Multnomah County Chair

Date: 1/14/92

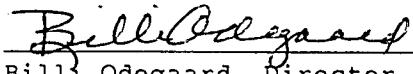
MULTNOMAH COUNTY, OREGON

By: 

Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: 

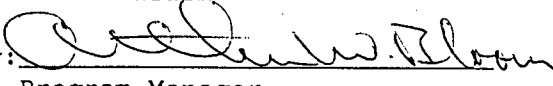
Billi Odegaard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners

C-4 5-21-92

HEALTH DIVISION

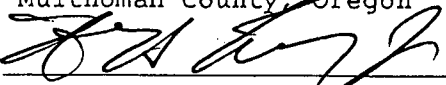
By: 

Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: 

Deputy County Counsel

Meeting Date: MAY 21 1992

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billie Odegaard

(All accompanying documents must have required signatures)

Returned Original BSA + Contracts to H. Brune 5-22-92.

BOARD OF
COUNTY CLERK
1992 MAY 12 AM 11:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Gresham Elementary School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Gresham Elementary School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$620 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200182

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;">RATIFIED REVENUE Multnomah County Board of Commissioners C-5 May 21, 1992</div>

Contact Person Brame Phone x2670 Date _____Department Health Division _____ Bldg/Room 160/2Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Gresham Elementary School DistrictMailing Address 1331 N.W Eastman ParkwayGresham, Or 97030Phone 661-3000Employer ID # or SS # N/AEffective Date Upon ExecutionTermination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 620.00**Payment Term**☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Bruce OdegardDate 4/20/92Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]Date 5-4-92County Chair/Sheriff [Signature]Date 5/2/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	<u>100</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$620.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

FEB 28 1992

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Gresham Elementary School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$620.00 annually, based upon the following fee schedule:

1. <u>2</u>	Full-service kitchens x \$85 =	<u>170.00</u>
2. <u>9</u>	Satellite kitchens x \$50 =	<u>450.00</u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
	Total	<u>620.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

GRAHAM ELEMENTARY
SCHOOL DISTRICT

By: [Signature]

Date: 2-27-92

MULTNOMAH COUNTY, OREGON

By: [Signature]
Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: [Signature]
Billi Odegaard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners
C-5 5-21-92

HEALTH DIVISION

By: [Signature]
Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: [Signature]
Deputy County Counsel

GRESHAM SCHOOL DISTRICT
SCHOOL CAFETERIAS - SATELLITE KITCHENS

NUMBER	NAME	ADDRESS	CITY	ZIP	TYPE
800177C	North Gresham Grade	1001 SE 217th	Gresham	97030	206
800186C	Highland Grade	295 NE 24th	Gresham	97030	206
800184C	East Gresham Grade	900 SE 5th Ave	Gresham	97080	206
800180C	West Gresham Grade	330 W Powell Blvd	Gresham	97030	206
800182C	Powell Valley Grade	4825 E Powell Valley Rd	Gresham	97080	206
800219C	Hall School	2505 NE 23rd St	Gresham	97030	206
800220C	Hollydale School	505 SW Birdsedale	Gresham	97080	206

HEADSTART - SATELLITE KITCHENS

800051C	Knott Center	11456 NE Knott	Portland	97220	206
800342C	Savage Center	1740 SE 139th	Portland	97223	206

GRESHAM SCHOOL DISTRICT
SCHOOL CAFETERIAS - FULL SERVICE

800185C	Dexter McCarty	1400 SE 5th Ave	Gresham	97080	206
800179C	Gresham Union High	1300 N Main	Gresham	97030	206
800178C	Sam Barlow High	5015 SE 302nd	Gresham	97080	206
800181C	Gordon Russell Middle	3625 SE Powell Valley Rd	Gresham	97080	206

Meeting Date: MAY 21 1992

Agenda No.: C-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billie Osigard

(All accompanying documents must have required signatures)

Returned Original OGA & Contracts to H. Brune 5-22-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 12 AM 11:22



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Portland Public School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Portland Public School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$5,368 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200192

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED <small>REVENUE</small> Multnomah County Board of Commissioners <u>C-6 May 21, 1992</u> </div>

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 60/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Portland Public Schools
 Mailing Address 501 N. Dixon
Portland, Or 97227
 Phone 249-2000
 Employer ID # or SS # _____
 Effective Date Upon Execution
 Termination Date August 31, 1994
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 5,368.00

Payment Term

☒ Lump Sum \$ Upon Completion
☐ Monthly \$ _____
☐ Other \$ _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billeri Orlegard

Date 4/20/92

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel Shadup Moley

Date 5-4-92

County Chair/Sheriff _____

Date 5/2/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>100</u> <u>156</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$5,368.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

200192

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

JAN 15 1992

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Portland Public School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$5368.00 annually, based upon the following fee schedule:

1. <u>14</u>	Full-service kitchens x \$85 =	<u>1190.00</u>
2. <u>83</u>	Satellite kitchens x \$50 =	<u>4150.00</u>
3. <u>1</u>	Serving kitchens only x \$28 =	<u>28.00</u>
4. <u> </u>	Milk only - no fee	
Total		<u>5368.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

Portland Public Schools
SCHOOL DISTRICT

By: Roderick Hanson

Date: 1/13/92

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy

Gladys McCoy
Multnomah County Chair

Date: 5/4/92

HEALTH DIVISION

By: Billi Odegaard

Billi Odegaard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners

C-6 5-21-92

HEALTH DIVISION

By: Richard Miller

Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: Laurence Kessel

Deputy County Counsel

Meeting Date: MAY 21 1992

Agenda No.: C-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

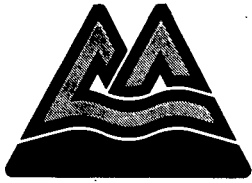
Or

DEPARTMENT MANAGER Billie Osgood

(All accompanying documents must have required signature)

Returned Original OBA Contract to H. Brann

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 12 AM 11:22
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: *Bill* Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Centennial School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Centennial School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$765 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200202

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-7 May 21, 1992</p>
---	---	--

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Centennial School District

Mailing Address 18135 S.E. Brooklyn

Portland, Or 97236

Phone 760-7990

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 765.00

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Bill Adenwald

Purchasing Director _____

(Class II Contracts Only)

County Counsel Gladys McIny

County Chair/Sheriff _____

Date 4/20/92

Date _____

Date 5-4-92

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
	100											
01.	156	015	0232						Revenue 3001	\$765.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

200202
FEB 27 1992

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Centennial School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$765.00 annually, based upon the following fee schedule:

1. <u>9</u>	Full-service kitchens x \$85 =	<u>765.00</u>
2. <u> </u>	Satellite kitchens x \$50 =	<u> </u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
	Total	<u>765.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

SCHOOL DISTRICT
By: [Signature]

Date: _____

MULTNOMAH COUNTY, OREGON

By: [Signature]
Gladys McCoy
Multnomah County Chair

Date: 5/5/92

HEALTH DIVISION

By: [Signature]
Billi Odegaard, Director

Date: 4/20/92

HEALTH DIVISION

By: [Signature]
Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: [Signature]
Deputy County Counsel

RATIFIED
Multnomah County Board
of Commissioners
C-7 5-21-92

Meeting Date: MAY 21 1992

Agenda No.: C-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

BCC Informal _____
(date)

BCC Formal _____
(date)

DEPARTMENT Health

DIVISION _____

CONTACT Tom Fronk

TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

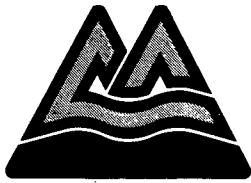
Or

DEPARTMENT MANAGER Billi Osigard

(All accompanying documents must have required signatures)

Returned Original GAT Contract to H. Brane 5-22-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 12 AM 11:21



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Oddegard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Reynolds School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Reynolds School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$1,020 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200212

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>REVENUE</p> <p>Multnomah County Board of Commissioners</p> <p>C-8 May 21, 1992</p>
---	---	---

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Reynolds School District

Mailing Address 1204 N.E. 201st

Troutdale, Or 97060

Phone 661-7200

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 1,020.00

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Billi Odegard

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 4/20/92

Date _____

Date 5-4-92

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>100</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$1,020.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Reynolds School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$1020.00 annually, based upon the following fee schedule:

1. <u>12</u>	Full-service kitchens x \$85 =	<u>1020.00</u>
2. <u> </u>	Satellite kitchens x \$50 =	<u> </u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
	Total	<u>1020.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

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A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

Reynolds School District No. 7
SCHOOL DISTRICT

By: _____

Date: _____

January 10, 1992

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy

Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: Billi Odegaard

Billi Odegaard, Director

Date: 4/20/92

RATIFIED

**Multnomah County Board
of Commissioners**

C-8 5-21-92

HEALTH DIVISION

By: Debbie Wilson

Program Manager

Date: 4/20/92

~~APPROVED AS TO FORM:~~

REVIEWED

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: Debbie Wilson

Deputy County Counsel

REYNOLDS SCHOOL DISTRICT 7
SCHOOL CAFETERIAS - FULL SERVICE

NUMBER	NAME	ADDRESS	CITY	ZIP	TYPE
800166C	Hauton Lee	1121 NE 172nd Ave	Portland	97233	206
800189C	Reynolds Middle	1200 NE 201st	Troutdale	97060	206
800175C	Fairview	PO Bx 48	Fairview	97024	206
800191C	Reynolds High	1698 SW Cherry Park Rd	Troutdale	97060	206
800190C	Troutdale	648 SE Harlow	Troutdale	97060	206
800095C	Wilkes	17020 NE Wilkes Rd	Portland	97230	206
800169C	Hartley	701 NE 185th Pl	Portland	97230	206
800019C	Davis	19501 NE Davis	Portland	97230	206
800003C	Alder	17200 SE Alder St	Portland	97230	206
800039C	Glenfair	15300 NE Glisan	Portland	97230	206
800078C	Margarett Scott	14700 NE Sacramento	Portland	97230	206
800221C	Sweetbriar	501 SE Sweetbriar Ln	Troutdale	97060	206

Meeting Date: MAY 21 1992

Agenda No.: C-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

BCC Informal _____
(date)

BCC Formal _____
(date)

DEPARTMENT Health

DIVISION _____

CONTACT Tom Fronk

TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Osgood

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 12 AM 11:22
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

Returned original GSA + Contracts to H. Brune 5-22-92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill *Bill* Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Sauvie Island School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Sauvie Island School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$85 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200222

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;">RATIFIED</div> <div style="text-align: center;">REVENUE</div> <div style="text-align: center;">Multnomah County Board of Commissioners</div> <div style="text-align: center;"><u>C-9 May 21, 1992</u></div>
---	---	---

Contact Person _____ Brame _____ Phone x2670 Date _____Department Health Division _____ Bldg/Room 160/2Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Sauvie Island School DistrictMailing Address 14445 N.W. Charlton Rd.Portland, Or 97231Phone 621-3426

Employer ID # or SS # _____

Effective Date Upon ExecutionTermination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 85.00**Payment Term**☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billi OdegaardPurchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair/Sheriff [Signature]Date 4/20/92

Date _____

Date 5-4-92Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	<u>100</u> <u>156</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$85.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

JAN 29 1992

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Sauvie Island School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$85.00 annually, based upon the following fee schedule:

1. <u>1</u>	Full-service kitchens x \$85 =	<u>85.00</u>
2. <u> </u>	Satellite kitchens x \$50 =	<u> </u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
	Total	<u>85.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

Sauvie Island #19
SCHOOL DISTRICT

By: K.C. Jenson

Date: 1-22-92

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: Billi Odegard
Billi Odegard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners
C-9 5-21-92

HEALTH DIVISION

By: William R. Rhea
Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: Laurence Kessel
Deputy County Counsel

MAY 21 1992

Meeting Date: _____

Agenda No.: C-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard

(All accompanying documents must have required signatures)

Retained Original & Contact to H. Brane 5-22-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 12 AM 11:22



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Orient School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Orient School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$170 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200232

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED REVENUE Multnomah County Board of Commissioners <u>C-10 May 21, 1992</u> </div>

Contact Person _____ Brame _____ Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Orient School District

Mailing Address 29805 S.E. Orient
Gresham, Or

Phone 663-3323

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date August 31, 1994

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 170.00

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Belli Odegaard

Purchasing Director
 (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 4/20/92

Date _____

Date 5-4-92

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>100</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$170.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

200232
JAN 9 1992

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Orient School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$170.00 annually, based upon the following fee schedule:

1. <u>2</u>	Full-service kitchens x \$85 =	<u>170.00</u>
2. <u> </u>	Satellite kitchens x \$50 =	<u> </u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
	Total	<u>170.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

Orient
SCHOOL DISTRICT
By: Thomas G. Greene
Date: Jan 8, 1992

MULTNOMAH COUNTY, OREGON
By: Gladys McCoy
Gladys McCoy
Multnomah County Chair
Date: 5/21/92

HEALTH DIVISION
By: Billi Odegaard
Billi Odegaard, Director
Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners
C-10 5-21-92

HEALTH DIVISION
By: Patricia W. Blum
Program Manager
Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon
By: Laurence Kessel
Deputy County Counsel

Meeting Date: MAY 21 1992

Agenda No.: C-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

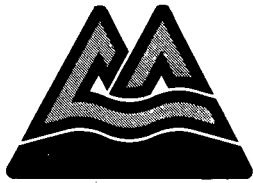
Or

DEPARTMENT MANAGER Billi Osigard

(All accompanying documents must have required signatures)

Returned Original GAT & Contracts to H. Brune 5-22-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 12 AM 11:23



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Barlow-Gresham Union High School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Barlow-Gresham Union High School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$170 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200242

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>REVENUE</p> <p>Multnomah County Board of Commissioners</p> <p>C-11 May 21, 1992</p>
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Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name <u>Barlow-Gresham Union High School</u></p> <p>Mailing Address <u>1331 N.W. Eastman Parkway</u></p> <p><u>Gresham, Or 97030</u></p> <p>Phone <u>661-3000</u></p> <p>Employer ID # or SS # _____</p> <p>Effective Date <u>Upon Execution</u></p> <p>Termination Date <u>August 31, 1994</u></p> <p>Original Contract Amount \$ _____</p> <p>Amount of Amendment \$ _____</p> <p>Total Amount of Agreement \$ <u>170.00</u></p>	<p>District _____</p> <p>Payment Term</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><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>
--	---

REQUIRED SIGNATURES:

Department Manager Bill O'Connell

Date 4/24/92

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 5-4-92

County Chair/Sheriff [Signature]

Date 5/21/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>100</u> <u>156</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$170.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day of January, 1992, by and between Multnomah County, a home rule political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'), and Barlow-Gresham Union High School District (hereinafter referred to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of inspecting its school food service facilities to comply with Oregon Administrative Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL DISTRICT's superintendent, building principals, and the State Department of Education promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by SCHOOL DISTRICT or any member of the public, in order to determine whether or not food borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$170.00 annually, based upon the following fee schedule:

1. <u>2</u>	Full-service kitchens x \$85 =	<u>170.00</u>
2. <u> </u>	Satellite kitchens x \$50 =	<u> </u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	
	Total	<u>170.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

BARLOW/GRESHAM Union High
SCHOOL DISTRICT

By: [Signature]

Date: 2-27-92

MULTNOMAH COUNTY, OREGON

By: [Signature]
Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: [Signature]
Billi Odgaard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners
C-11 5-21-92

HEALTH DIVISION

By: [Signature]
Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: [Signature]
Deputy County Counsel

GRESHAM SCHOOL DISTRICT
SCHOOL CAFETERIAS - SATELLITE KITCHENS

NUMBER	NAME	ADDRESS	CITY	ZIP	TYPE
800177C	North Gresham Grade	1001 SE 217th	Gresham	97030	206
800186C	Highland Grade	295 NE 24th	Gresham	97030	206
800184C	East Gresham Grade	900 SE 5th Ave	Gresham	97080	206
800180C	West Gresham Grade	330 W Powell Blvd	Gresham	97030	206
800182C	Powell Valley Grade	4825 E Powell Valley Rd	Gresham	97080	206
800219C	Hall School	2505 NE 23rd St	Gresham	97030	206
800220C	Hollydale School	505 SW Birdsedale	Gresham	97080	206

HEADSTART - SATELLITE KITCHENS

800051C	Knott Center	11456 NE Knott	Portland	97220	206
800342C	Savage Center	1740 SE 139th	Portland	97223	206

GRESHAM SCHOOL DISTRICT
SCHOOL CAFETERIAS - FULL SERVICE

800185C	Dexter McCarty	1400 SE 5th Ave	Gresham	97080	206
800179C	Gresham Union High	1300 N Main	Gresham	97030	206
800178C	Sam Barlow High	5015 SE 302nd	Gresham	97080	206
800181C	Gordon Russell Middle	3625 SE Powell Valley Rd	Gresham	97080	206

Meeting Date: MAY 21 1992

Agenda No.: C-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: School Food Services Inspection Agreement

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

DEPARTMENT Health DIVISION _____

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk/Art Bloom

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of an agreement for County to provide the services of a registered sanitarian to inspect the School District's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the Rules of the State Department of Education. The School District will pay the County for the services.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

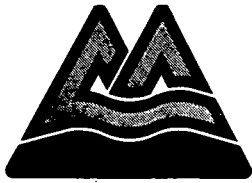
Or

DEPARTMENT MANAGER Billi Osigard

(All accompanying documents must have required signatures)

Returned Original DBA & Contract to H. Brown 5-22-92.

1992 MAY 12 AM 11:25
MULTIPLA COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: April 10, 1992

SUBJECT: Intergovernmental Agreement with Corbett School District

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Corbett School District for the period upon execution to and including August 31, 1994.

Analysis: The county will provide the services of a registered sanitarian for the inspection of the school district's food services facilities in accordance with OAR 581-51-200 through 581-51-265 of the rules of the state Department of Education. The county will be paid \$185 upon submission of a bill for services provided.

Background: The county sanitarians have routinely performed this service for various private and public schools for a number of years.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200252

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>REVENUE</p> <p>Multnomah County Board of Commissioners</p> <p>C-12 May 21, 1992</p>
---	---	--

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract County provides services of a registered sanitarian for the inspection of the School District's food services facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Corbett School District

Mailing Address 36004 E. Crown Point Highway

Corbett, Or 97019

Phone 695-2236

Employer ID # or SS # Upon Execution

Effective Date August 31, 1994

Termination Date _____

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 185.00

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odegard Date 4/20/90

Purchasing Director _____ Date _____

County Counsel [Signature] Date 5-4-92

County Chair/Sheriff [Signature] Date 5/21/92

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	<u>100</u>	<u>015</u>	<u>0232</u>						Revenue 3001	\$185.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

200252
JAN 6 1992

SCHOOL FOOD SERVICES
INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 3rd day
of January, 1992, by and between Multnomah County, a home rule
political subdivision of the State of Oregon (hereinafter referred to as 'COUNTY'),
and Corbett School District (hereinafter referred
to as 'SCHOOL DISTRICT').

W I T N E S S E T H :

WHEREAS SCHOOL DISTRICT has the need of a sanitarian for the purpose of
inspecting its school food service facilities to comply with Oregon Administrative
Rules, and

WHEREAS, COUNTY's Health Division is qualified and willing to provide such
services under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set
forth hereafter, the parties agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution, to and including
August 31, 1994, unless sooner terminated under the provisions hereof.

2. SERVICES.

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will furnish the services of a registered sanitarian for the inspection
of the SCHOOL DISTRICT's food services facilities in accordance with OAR 581-51-200
through 581-51-265 of the Rules of the State Department of Education.

B. COUNTY will conduct annually at least two complete inspections as well as any
necessary follow-up inspections as long as this Agreement is in effect.

C. COUNTY will furnish copies of the inspection and survey reports to SCHOOL
DISTRICT's superintendent, building principals, and the State Department of Education
promptly upon completion of the inspections.

D. Epidemiological investigations will be carried out by COUNTY upon request by
SCHOOL DISTRICT or any member of the public, in order to determine whether or not food
borne disease problems exist.

3. COMPENSATION.

A. SCHOOL DISTRICT agrees to pay COUNTY a maximum of \$185.00 annually, based
upon the following fee schedule:

1. <u>1</u>	Full-service kitchens x \$85 =	<u>85.00</u>
2. <u>2</u>	Satellite kitchens x \$50 =	<u>100.00</u>
3. <u> </u>	Serving kitchens only x \$28 =	<u> </u>
4. <u> </u>	Milk only - no fee	<u> </u>
	Total	<u>185.00</u>

B. SCHOOL DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

C. SCHOOL DISTRICT will send to COUNTY its annual payment no later than March 31 of each year. Checks must be sent to or delivered to the Director of Environmental Health, 426 S. W. Stark, 2nd Floor, Portland, Oregon 97204.

4. COMPLIANCE WITH LAW.

In connection with its activities under this Agreement, COUNTY agrees to comply with all applicable federal, state, and local laws including, but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

5. WORKERS' COMPENSATION INSURANCE.

COUNTY shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier-insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. COUNTY further agrees to maintain such coverage for the duration of this Agreement.

6. COUNTY IS INDEPENDENT CONTRACTOR.

A. COUNTY is an independent CONTRACTOR and is solely responsible for the provision of the services as provided under this Agreement. COUNTY, its agents, and employees shall not be considered employees or agents of SCHOOL DISTRICT for any purpose.

B. COUNTY acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold SCHOOL DISTRICT harmless, from indemnify, and defend SCHOOL DISTRICT from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from services provided pursuant to this Agreement. However, SCHOOL DISTRICT shall hold COUNTY harmless, from indemnify, and defend COUNTY from any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from the negligence or intentional acts of SCHOOL DISTRICT'S employees or agents.

7. OREGON LAW AND FORUM.

This Agreement shall be construed according to the law of the state of Oregon.

8. MAINTENANCE OF RECORDS.

COUNTY shall maintain records on a current basis to support its billings to SCHOOL DISTRICT. SCHOOL DISTRICT or its authorized representative shall have the authority to inspect, audit, and copy with reasonable notice, and from time to time, any records of COUNTY regarding its billings or its work hereunder. COUNTY shall retain those records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

9. TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed upon term:

1) immediately by mutual written consent of the parties, or at such time as the parties agree; or

2) by either party upon thirty (30) days written notice to the other, delivered by certified mail or in person.

B. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or SCHOOL DISTRICT which accrued prior to such termination.

C. Payment to COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against SCHOOL DISTRICT under this Agreement.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire Agreement between the parties and supercedes all prior written or oral discussions or Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

Corbett School District No. 39

SCHOOL DISTRICT

By: Victoria L. Higgins

Date: January 3, 1992

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date: 5/21/92

HEALTH DIVISION

By: Billi Odegaard
Billi Odegaard, Director

Date: 4/20/92

RATIFIED
Multnomah County Board
of Commissioners
C-12 5-21-92

HEALTH DIVISION

By: William W. Brown
Program Manager

Date: 4/20/92

APPROVED AS TO FORM:

LAURENCE KRESSEL County Counsel
for Multnomah County, Oregon

By: Laurence Kessel
Deputy County Counsel

Meeting Date: MAY 21 1992

Agenda No.: C-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of an Intergovernmental Agreement with Portland Public Schools

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

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Chris White TELEPHONE 248-3460

PERSON(S) MAKING PRESENTATION Harold Ogburn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Three minutes

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

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

This intergovernmental agreement between Portland Public Schools (PPS) and Multnomah County Juvenile Justice Division (JJD) adds \$300,000 to JJD's budget. JJD subsequently passes these dollars to the GenSis program to fund educational services for up to 30 high-risk juvenile offenders. As a result of the earlier downsizing agreement between CSD and JJD, JJD has assumed management of this contract since October 1, 1990. This contract continues the second year of funding for the project.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ardey Craghead

(All accompanying documents must have required signatures)

Returned Original IGA + Contracts to Chris White 5-22-92.

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 12 AM 11:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead *Ardys*
Interim Director, Department of Social Services

FROM: *H* Harold Ogburn
Director, Juvenile Justice Division

DATE: April 30, 1992

SUBJECT: Approval of an Intergovernmental Agreement Between
Juvenile Justice Division and Portland Public Schools.

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of an intergovernmental agreement between Portland Public Schools and the Division for services to high risk juvenile offenders for educational services.

BACKGROUND/ANALYSIS: This agreement continues the relationship established in 1990 with Portland Public Schools and the Juvenile Justice Division as part of the overall downsizing agreement. The \$300,000 this revenue contract covers will provide educational services to high risk offenders placed in an alternative school setting.

The subcontractor used for these educational services is the Albina Youth Opportunity School-Genesis program. These services are offered to a minimum of 30 high risk gang involved youth. This contract will provide a twelve month period of school related services commencing July 1, 1992 through June 30, 1993. The Juvenile Justice Division strongly recommends the Board's approval of the Intergovernmental Agreement.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100013
Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED Multnomah County Board of Commissioners C-13 May 21, 1992 </div>

Contact Person Christine White Phone 248-3460 Date 29 APR 92
 Department Social Services Division Juvenile Justice Bldg/Room 311/JJD
 Description of Contract This contract will provide educational services for high-risk juvenile offenders served through a subcontractor. The Division will receive these dollars from the Portland Public Schools and then directly pay the subcontractor.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Portland Public Schools
 Mailing Address 501 N. Dixon
Portland, OR 97227-1871
 Phone 503 249-2000 (ext. 212)
 Employer ID # or SS # 93-6000830
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$300,000.
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Payment Term

- ☐ Lump Sum \$ _____
☒ Monthly \$ 1/12th of total award
☐ Other \$ _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director [Signature]
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair/Sheriff [Signature]

Date 5-1-92
 Date _____
 Date 5-11-92
 Date 5/21/92

VENDOR CODE					VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG REV.	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	2530					2766	SCHL DISTR 1	\$300,000		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SCHOOL DISTRICT #1J, MULTNOMAH COUNTY, OREGON (DISTRICT)
AND THE MULTNOMAH COUNTY JUVENILE JUSTICE DIVISION (JJD)**

The Juvenile Justice Division has entered into an agreement with the District which provides educational services for up to thirty (30) school age youngsters. Of the total youth served, a minimum of twenty (20) youth will be referred from the Juvenile Justice Division as part of its "diverted" population from the state training schools, and a minimum of five (5) youth are referred by the District. The remaining five (5) slots will be used by the District, the Juvenile Justice Division, or Children's Services Division Parole Office. Contractor will maintain program at capacity level. All the youth will reside within Portland School District boundaries and are school-age youth who need intensive services including treatment, counseling, basic academic skills, pre-employment/work maturity competencies, training and employment, etc. This agreement continues that arrangement on the following terms:

The District will pay the JJD \$300,000 and the JJD will provide educational services for these youth from July 1, 1992 through June 30, 1993. The education portion will:

- A. Provide basic academic skills instruction using individualized skill curricula in math, reading, and language arts;
- B. Meet special education and related service needs as students require;
- C. Provide grade-level appropriate educational programs;
- D. Develop short- and long-term individual education goals that are coordinated with the treatment, counseling, and job skill training components;
- E. Provide for GED preparation as needed;
- F. Provide remedial tutoring in course subjects as necessary;
- G. Provide an array of elective classes related to student interest and to State graduation credit requirements; and
- H. Meet all State educational requirements for each student.
- I. In referral and providing service no student shall be discriminated against because of race, religion, color, gender, national origin, or handicap.

Education may include programming of such activities as coordinated individualized child planning, interactive relationship skill development, training for independent living and various facility and supply needs for the educational component. The District will have the right to monitor, review and evaluate the delivery system and the progress of students. The District will make its testing services (test and instructions on use) available to the JJD Contractor upon assurance of proper test security. District funds and testing materials will be used solely for the educational portion of this project and any excess shall be returned. The Juvenile Justice Division shall account no later than sixty (60) days following July 1, 1993, for 1992/1993 expenditures.

INTERGOVERNMENTAL AGREEMENT
SCHOOL DISTRICT #1J, MULTNOMAH COUNTY, OREGON (DISTRICT)
Page 2 of 2

The accounting shall describe the alternative education program including special education services provided, the hours of instruction provided, the staff and its assignment, the student-teacher ratios, the staff allocation to special instruction, the program goals, steps taken to reach the goals, and progress toward reaching those goals.

Payment will be made by Portland Public Schools promptly upon receipt of monthly billing from the Juvenile Justice Division. Understanding entered into by:

School District #1J
Portland, Oregon

By: _____
Deputy Clerk

Date: _____

MULTNOMAH COUNTY
Board of County Commissioners

By: Gladys McCray
Chair, Board of County Commissioners

By: Harold Ogilvie
Division Director

Date: 4/30/92

By: Dave M. Murray
Program Manager

Date: 4-30-92

RATIFIED
Multnomah County Board
of Commissioners

C-13 5-21-92

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: John L. Kessel
Assistant County Counsel

Date: 5-11-92

Meeting Date: MAY 21 1992

Agenda No.: C-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement for FY 92-93 with Clackamas County
(Revenue)

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

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Jana McLellan TELEPHONE 248-3476

PERSON(S) MAKING PRESENTATION Harold Ogburn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

This intergovernmental agreement between Clackamas County and Multnomah County Juvenile Justice Division provides 6 bed spaces for Clackamas County juvenile youth in the Multnomah County Juvenile Justice Division detention unit. Clackamas will pay \$207,991 annually for this service. If the number of bed spaces exceeds the six on any given day, Clackamas agrees to pay \$108/bed/day for the overage.

The youth receive the daily services of supervision, food and basic care provided to all youth in the Detention unit.

This agreement continues services provided for the past 14 years to Clackamas youth.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ardis Craghead

(All accompanying documents must have required signatures)

Returned Original IGA + Contracts to Jana McLellan 5-22-92

MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS
1992 MAY 12 AM 11:23
OREGON




MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services

FROM:  Harold Ogburn
Director, Juvenile Justice Division

DATE: April 30, 1992

SUBJECT: Approval for Intergovernmental Agreement Between Juvenile
Justice Division and Clackamas County.

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of an intergovernmental agreement between Clackamas County and the Division for detention services to Clackamas County youth.

BACKGROUND/ANALYSIS: This contract supports the Division's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility. It has been the policy of the Juvenile Justice Division to enter into this agreement for the last 14 years with both Clackamas and Washington Counties.

The contract stipulates the payment to equal \$207,991 annually for up to six bed spaces at any given time. If the number of bed spaces exceeds the total given, then the daily rate will be set at \$108.00 per day for the beds in excess of the original six. These youth receive the daily services of supervision, food, and basic care as do all youth placed into the detention facility.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100023

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <p>RATIFIED Multnomah County Board of Commissioners C-14 May 21, 1992</p>

Contact Person Jana McLellan Phone 248-3460 Date 30 Apr 1992

Department Social Services Division Juvenile Justice Bldg/Room 311/JJD

Description of Contract This contract will provide housing and supervision services for Clackamas County youth held in the Donald E. Long Home Detention Facility.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Clackamas County

Mailing Address 2121 Kaen Road
Oregon City, OR 97045

Phone 503 648 8655

Employer ID # or SS # _____

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 207,991

Payment Term

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ 69,330 in three equal payments
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Ardis Craphead*

Date 5-1-92

Purchasing Director
(Class II Contracts Only) *[Signature]*

Date _____

County Counsel *[Signature]*

Date 5-11-92

County Chair/Sheriff *[Signature]*

Date 5/31/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	010	2510					2701	RGN DTN-CL/W	207,991		
02.								REV				
03.								CODE				

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Clackamas, hereinafter referred to as Clackamas, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clackamas as described below. The following provisions shall comprise this Agreement:

I. RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Home designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Donald E. Long Home rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on either county or the juvenile detainee.
- B. Clackamas wishes to continue to utilize the space in the Donald E. Long Home for the detention of juveniles referred to the Clackamas County juvenile justice system and in need of secure custody.
- C. The combining of the referred Clackamas County population with the Multnomah and Washington County juvenile populations in the Donald E. Long Home is in the best interests of Clackamas and Multnomah, both fiscally and programmatically.
- D. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of furthering economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.110 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services
 - a. Any child between ages 12 and 18 years, shall be admitted by Multnomah to the Donald E. Long Home upon authorization for secure custody communicated by an appropriate employee of the Clackamas County Juvenile Court as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 2 of 8

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonable believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Donald E. Long Home, where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Six bed spaces within the Donald E. Long Home shall be available to the exclusive use of Clackamas on a continuous 24-hour a day basis.
- d. Any requirement of Clackamas for bed space in excess of six shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e. In the event a juvenile resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court of competent jurisdiction and that juvenile resident of Clackamas is delivered to the Donald E. Long Home, admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clackamas pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- f. Multnomah County Juvenile Court shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.
- g. Multnomah shall provide Clackamas a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clackamas County but who are not admitted pursuant to the terms of this Agreement.

2. Supervision Services

- a. An admitted Clackamas juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 3 of 8

- b. Clackamas juveniles admitted pursuant to this Agreement shall receive the quality, level and type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Clackamas juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clackamas for purposes of tracking progress of Clackamas toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to any adjudicative or dispositive process.
- d. The terms of this Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Clackamas detainee is in need of emergency medical services, whether as a result of a unilateral decision by Multnomah or as a consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation as required, and Clackamas shall reimburse Multnomah for any expense connected therewith. Multnomah shall provide Clackamas with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Clackamas juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized employee of the Clackamas County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Clackamas juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Clackamas, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

Page 4 of 8

- c. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those Clackamas juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Clackamas to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein.

B. Clackamas shall perform as follows:

1. It shall be their responsibility of law enforcement authorities in Clackamas County to deliver juveniles authorized for secure custody to the Donald E. Long Home. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Court staff authorized to refer juveniles to Multnomah as provided herein.
2. Clackamas shall provide or arrange all nonemergency transportation of Clackamas residents once the juvenile has been delivered by law enforcement officers.
3. Clackamas shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation herefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Nothing in this Agreement shall be construed to authorize Multnomah to incur these expenses without prior authorization from Clackamas except in those circumstances constituting a medical emergency.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 5 of 8

6. Clackamas shall be responsible for providing Clackamas juveniles placed with Multnomah pursuant to this Agreement any of the usual counseling services attendant to a child subject to the juvenile court system.
7. It shall be the responsibility of law enforcement agencies to provide statutorily necessary notifications of temporary custody to the parent or guardian of any juvenile placed by that agency pursuant to this Agreement.
8. Clackamas shall provide Multnomah rapid actual and, in due course, written notice of all judicial orders, visitation restrictions and specialized programming which affect detention care and supervision for referred Clackamas juvenile.

C. Compensation Rates and Mode of Payments

1. For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$207,991 for the reservation and utilization of six bed spaces and normal care and maintenance of those Clackamas juveniles in residence up to and including a maximum of six residents per day. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$69,330, payable on October 1, 1992, February 1, 1993, and June 1, 1993.
2. On those occasions when Clackamas requires bed space in excess of the guaranteed six hereinabove described, the rate for each such additional space shall be \$108 per day.
3. In computing daily populations the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
4. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a monthly basis and shall be paid by Clackamas to Multnomah on a monthly basis.

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Donald E. Long Home are not employees, agents, or representatives of Clackamas for any purpose.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 6 of 8

- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the sister county, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Donald E. Long Home and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1992, through June 30, 1993, and is subject to renewal.
- B. It is agreed and understood that both Clackamas and Multnomah must be protected from precipitous decisions by mutual written consent at any time, but may be terminated by either to discontinue this working agreement. As a consequence this Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
 - 1. Either county may unilaterally terminate this Agreement on six months written notice.
 - 2. In the event that Clackamas does not intend to renew this Agreement for the subsequent fiscal year, Clackamas shall notify Multnomah on or before January 1, 1993, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed six bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
Page 7 of 8

3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Clackamas on or before January, 1993, of its intent not to renew. In the event that Multnomah fails to notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent not to renew this Agreement.
4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge a rate of compensations within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Clackamas of that fact on or before February 15, 1993. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Clackamas in writing on or before January 1, 1993. In no event but the mutual consent of the parties will a rate of compensations be modified by more than ten percent (10%) in less than six months from date of receipt by Clackamas of written notice of said intent of Multnomah to modify the compensation rate.

VI. MISCELLANEOUS PROVISIONS

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clackamas and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

Page 8 of 8

IN WITNESS THEREOF, the parties have hereto caused this agreement to be
executed on this _____ day of _____, 1991, by their duly-authorized
officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Chair

Date

Reviewed By:

for:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

Date

Division Director

Date

Program Manager

Date

Board of County Commissioners
CLACKAMAS COUNTY, OREGON

Chair

Date

Commissioner

Date

Commissioner

Date

Clackamas County Counsel

Date

RATIFIED
Multnomah County Board
of Commissioners

C-14 5-21-92



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100098

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED Multnomah County Board of Commissioners C-14 May 21, 1992 </div>

Contact Person Jana McLellan Phone 248-3460 Date 30 Apr 1992

Department Social Services Division Juvenile Justice Bldg/Room 311/110

Description of Contract This contract will provide housing and supervision services for Clackamas County youth held in the Donald E. Long Home Detention Facility.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Clackamas County

Mailing Address 2121 Kaen Road

Oregon City, OR 97045

Phone 503 648 8655

Employer ID # or SS # _____

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 207,991

Payment Term

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ 69,330 in three equal payments
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 5-1-92

Date _____

Date 5-11-92

Date 5/21/92

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	100	010	2510					2701	RGN DTN-CL/W	207,991		
02.								REV				
03.								CODE				

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

Meeting Date: MAY 21 1992

Agenda No: C-15
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Revenue Contract Between City of Portland and
Community Action Program for Planning/Advocacy for Emergency Basic Needs

BCC Informal: _____ Date _____ BCC Formal: _____ Date _____
DEPARTMENT: Social Services DIVISION: Housing & Community Svcs
CONTACT: Bill Thomas/Rey Espana TELEPHONE: 248-5464
PERSON(S) MAKING PRESENTATION: Ardys Craghead/Norm Monroe

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

Housing and Community Services Division, Community Action Program recommends
approval of the revenue contract from the City of Portland, which awards \$25,000
to Community Action Program for 1.33 FTE planning and advocacy staff related to
emergency basic needs services for low income and homeless persons. This program
is funded jointly by the City of Portland and Multnomah County and is managed by
Multnomah County Community Action Program.

This revenue contract pays for ongoing staff in the Community Action Program.

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Ardys Craghead
(All accompanying documents must have required signatures)

city93a

1/90

Returned Original GA + Contracts to John Pearson 5-1-92.

1992 MAY 12 AM 11:20
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS
OFFICE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
FAX # (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services *Ardys*

FROM: Norm Monroe, Director
Housing and Community Services Division *Norm*

DATE: May 5, 1992

SUBJECT: Revenue Contract from City of Portland: Planning/Advocacy for
Emergency Basic Needs

Retroactive Status: This revenue contract from the City of Portland is retroactive to February 15, 1992, the date set by the City. Contract processing has been delayed due to late receipt of the original contract from the City and then negotiations between County Counsel and City Attorney over contract termination language. The Community Action Program received the revised contract for processing on April 30, 1992.

Recommendation: The Community Action Program recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, for the period February 15, 1992 through February 15, 1993.

Analysis: The Community Action Program has received a revenue contract from the City of Portland for \$25,000 to pay for planning and advocacy services related to emergency basic needs services. The contract stipulates that the Community Action Program use the funds to partially pay for 1.33 FTE planning and advocacy staff.

The Community Action Program receives funding from the City of Portland to support emergency basic needs services for low income and homeless persons. The City recognizes and agrees that there is a need to plan and advocate for provision of emergency basic need services, and agrees that Multnomah County's Community Action Program is responsible for managing emergency basic needs services within the City. This City funding is allocated in accordance with those agreements.

Background: The City revenues allocated through this contract are included in the FY 1992-93 Community Action Program budget request.

city93z

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104472
104462
Amendment # —

CLASS I <input type="checkbox"/> Professional Services 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 checked="" type="checkbox"/> Intergovernmental Agreement REVENUE RATIFIED Multnomah County Board of Commissioners <u>C-15 May 21, 1992</u>
---	---	--

Department Social Services Division Hsg & Comm. Svcs Date MAY 5, 1992

Contract Originator John Pearson Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Revenue contract funds planning and advocacy Staff for emergency basic needs services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name <u>City of Portland, Bureau of Community Development</u> Mailing Address <u>808 SW 3rd, Room 600</u> <u>Portland, OR 97204</u> Phone <u>(503) 823-2381</u> Employer ID # or SS # _____ Effective Date <u>February 15, 1992</u> Termination Date <u>February 15, 1993</u> Original Contract Amount \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>25,000</u>	Remittance Address _____ (If Different) _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Per Request</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements contract - Requisition required. Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____
---	---

REQUIRED SIGNATURES:

Department Manager Ardep Craghead

Purchasing Director _____
(Class II Contracts Only)

County Counsel Matthew A. Ryan

County Chair/Sheriff Shady Miller

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

Encumber: Yes ☐ No ☐

Date 5-7-92

Date _____

Date 5/12/92

Date 5/21/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1730			2719			CITY	\$25,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

AGREEMENT NO.

An agreement between the City of Portland, Oregon and Multnomah County for \$25,000 to provide planning and advocacy for emergency basic need services.

RECITALS:

1. There is a need to provide planning and advocacy for the provision of emergency basic services to low income Portland residents.
2. Multnomah County's Community Action Program Office is responsible for managing emergency basic needs services within the City.
3. The General Fund includes \$93,000 in the Emergency Services Program for projects that provide emergency basic needs services to low income Portland residents and staff for planning and advocacy.
4. Multnomah County's Community Action Program Office has the capability to implement planning and advocacy of emergency basic services on behalf of low income Portland residents.

AGREED:

I. Scope of Services

Multnomah County will provide the following services described below, and referenced in budget attachment 'A', relative to emergency basic needs.

- A. Dedicate 1.33 FTE to planning and advocacy work on behalf of emergency basic needs activities, including the provision of services to the homeless.
- B. The advocacy position shall staff the Community Action Committee, which is responsible for advocating on behalf of the homeless and poor.
- C. The planning position shall provide information to the Funders Advisory Committee as requested.
- D. Submit a quarterly report on the progress of the project to the Bureau of Community Development within 30 days of the end of each quarter.
- E. Prepare a final report evaluating the success of the project within 30 days of the contract termination date.

II. City Project Manager

- A. The City Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Community Development.

- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

III. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the General Fund.
- B. Payments will be made periodically upon submission of a statement of expenditures. Multnomah County will keep vendor receipts of materials and services and evidence of payment of personnel costs. It is agreed that total compensation under this agreement shall not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000).

IV. General Contract Provisions

- A. TERMINATION FOR CAUSE. If, through any cause, Multnomah County shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to Multnomah County of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by Multnomah County under this Contract shall, at the option of the City, become the property of the City and Multnomah County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. TERMINATION FOR CONVENIENCE. The City and County may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, Multnomah County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Multnomah County covered by this Contract less payments of compensation previously made.

The City, on thirty (30) days written notice to Multnomah County, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. REMEDIES. In the event of termination under Section A hereof by the City due to a breach by Multnomah County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to Multnomah County hereunder plus the remaining unpaid balance of the compensation provided herein, then Multnomah County shall pay to the City the amount of excess.

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

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

- D. CHANGES. The City or County may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of Multnomah County's compensation, shall be incorporated in written amendments to this Contract executed by the City and County. Any change that increases the amount of compensation payable to Multnomah County must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.
- E. NON-DISCRIMINATION. In carrying out activities under this contract, Multnomah County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. Multnomah County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Multnomah County shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. Multnomah County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Multnomah County shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under

this contract, except contracts governed by Section 104 of Executive Order 11246.

- F. ACCESS TO RECORDS. The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Multnomah County which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Multnomah County for three years after the City makes final payment and all other pending matters are closed.
- G. MAINTENANCE OF RECORDS. Multnomah County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of Multnomah County regarding its billings or its work hereunder. Multnomah County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of Multnomah County at any time during the 3 year period established by Section G above.
- If an audit discloses that payments to Multnomah County were in excess of the amount to which Multnomah County was entitled, then Multnomah County shall repay the amount of the excess to the City.
- I. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, Multnomah County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Multnomah County's work or any subcontractor's work under this contract.
- J. WORKERS' COMPENSATION INSURANCE.
1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. Multnomah County further agrees to maintain workers' compensation insurance

coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, Multnomah County is self-insured for Workers' Compensation.

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

3. Multnomah County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by Multnomah County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.

K. LIABILITY INSURANCE. Multnomah County is self-insured as provided by Oregon law.

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

written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

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

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

- N. REPORTING REQUIREMENTS. Multnomah County shall report on its activities in a format and by such times as prescribed by the City.

- O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No City officer or employees who participated in the award of this contract shall be employed by Multnomah County during the period of the contract.

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

Any litigation between the City and Multnomah County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. COMPLIANCE WITH LAWS. In connection with its activities under this contract, Multnomah County shall comply with all applicable federal, state, and local laws and regulations.

In the event that Multnomah County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, Multnomah County agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of Multnomah County's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

VII. Period of Agreement

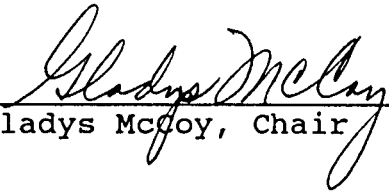
The terms of this Agreement shall be effective as of February 15, 1992 and shall remain in effect during any period Multnomah County has control over City funds, including program income. The Agreement shall terminate as of February 15, 1993.

Dated this _____ day of _____, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

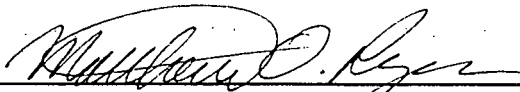


Gladys McCoy, Chair

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney



Laurence Kressel, County Counsel

RATIFIED

Multnomah County Board
of Commissioners

C-15 5-21-92



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

AT OTHER LOCATIONS:

OFFICE OF THE DIRECTOR (503) 248-3303
EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

April 4, 1991

Howard Cutler
Bureau of Community Development
City of Portland
Bldg. 157/1600

Re: Emergency Basic Needs Contracts

Dear Mr. Cutler:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or worker's compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Worker's Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,


Jean M. Miley
Risk Manager

220R/JMM/js

c: Cilla Murray
161/3rd

RECEIVED
APR 8 1991
AGING SERVICES DIVISION

Meeting Date: MAY 21 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

*REQUEST TIME
CERTAIN FOR
AGENDA REVIEW*

SUBJECT: RESOLUTION

BCC Informal _____ (date) BCC Formal 5/21/92 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Sharon Timko TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Sharon Timko, Scott Pemble

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

RESOLUTION in the Matter of Acknowledging Multnomah County's Intent to Amend All Applicable Land Use Ordinances in Accordance with the Management Plan for the Columbia River Gorge National Scenic Area

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCarty

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

*Copy of Resolution 92-93 sent to Sharon Timko 5/21/92
Scott Pemble*

MULTNOMAH COUNTY
OREGON
1992 MAY 17 PM 12:00
CLERK OF COUNTY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Acknowledging)
Multnomah County's Intent to Amend)
all Applicable Land Use Ordinances)
in Accordance with the Management)
Plan For the Columbia River Gorge)
National Scenic Area)

RESOLUTION
92-93

WHEREAS, in 1986, the Scenic Area Act was signed into law creating the Columbia River Gorge National Scenic Area, which extends 90 miles along the Columbia River and encompasses 300,000 acres of private and public lands; and

WHEREAS, since the signing of the Act, the Gorge Commission has worked towards adoption of a management plan predicated on the two purposes of the Act: (1) to protect and enhance the scenic, natural cultural and recreational resources of the Gorge; and (2) to protect and promote the economy of the Gorge; and

WHEREAS, the Gorge Commission adopted the Management Plan on October 15, 1992, and the Secretary of Agriculture concurred with the plan on February 13, 1992.

WHEREAS, Multnomah County formally received the Management Plan on April 15, 1992; and

WHEREAS, in accordance with Sections 7(b) and 8(h) of the Scenic Area Act, the Gorge counties have 60 days, upon receipt of the plan, to submit a letter to the Gorge Commission stating their intention to amend all applicable land use ordinances; and

NOW, THEREFORE, BE IT RESOLVED THAT Multnomah County fully intends to amend all applicable land use ordinance in accordance with the Management Plan for the Columbia River Gorge National Scenic Area.

ADOPTED this 21st day of May, 1992.

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, County Chair

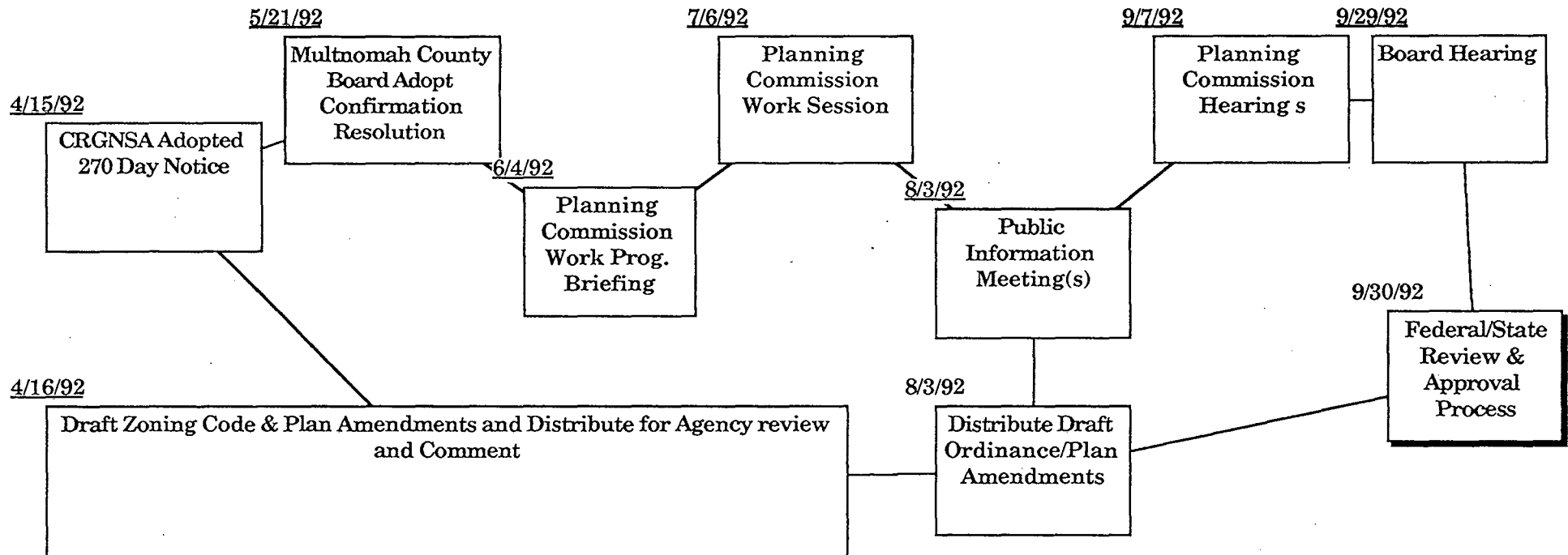


REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By Sam Kressel

Agenda Review
5-19-92
R-1

Columbia River Gorge NSA 270 Day Work Program Summary



Meeting Date: MAY 21 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal May 21, 1992
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Counsel

CONTACT Larry Kressel TELEPHONE X-3138

PERSON(S) MAKING PRESENTATION Larry Kressel, Howard Rankin

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 minutes

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

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

RESOLUTION in the Matter of the Approval of Insured Hospital Revenue Refunding Bonds, Series 1992A (Adventist Health System/West) in the Approximate Amount of \$30,000,000

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Glady McCreary*

Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
1992 MAY - 8 AM 11:47
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

Sent copy of Resolution 92-94 to Larry Kressel & Certified True Copy to Howard Rankin 5-21-92.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

In the matter of the Approval of Insured)	
Hospital Revenue Refunding Bonds, Series)	RESOLUTION <u>92-94</u>
1992A (Adventist Health System/West) in)	
the approximate amount of \$30,000,000.)	

The above-entitled matter is before the Board of County Commissioners of Multnomah County, Oregon, upon a request from Adventist Health System/West, a nonprofit, religious corporation duly organized and existing under the laws of the State of California to the Hospital Facility Authority of Clackamas County, Oregon (the "Authority") to issue its Insured Hospital Revenue Refunding Bonds, Series 1992A (the "Series 1992A Bonds") pursuant to Oregon Revised Statutes Sections 441.525 to 441.595, inclusive, and Section 288.592 in an amount not to exceed \$30,000,000.

It appearing to the Board that the proceeds of the Series 1992A Bonds will provide funds to refund and refinance the callable principal of The Hospital Facilities Authority of the City of Portland, Oregon Hospital Revenue Bonds, Series 1979 (Portland Adventist Medical Center Project) (the "Prior Bonds") and to fund the Series 1992A Reserve Fund and to pay costs of issuance of the Series 1992A Bonds. The Prior Bonds were issued in the aggregate principal amount of \$31,500,000 for the purpose of refinancing and refunding four outstanding bond issues of Portland Adventist Hospital, as follows:

1. Portland Adventist Hospital First Mortgage Bonds, 1974 Series, dated August 1, 1974 issued in the amount of \$6,000,000;
2. Portland Adventist Hospital First Mortgage Bonds, Series I, dated May 1, 1975 issued in the amount of \$5,000,000;
3. Portland Adventist Hospital First Mortgage Bonds, 1976 Series, dated February 1, 1976 issued in the amount of \$8,000,000; and
4. Portland Adventist Hospital First Mortgage Bonds, 1977 Series, dated August 1, 1977 in the amount of \$7,000,000.

It further appearing to the Board that on April 2, 1992 the Authority adopted a resolution in which the Authority agreed to use its best efforts, in cooperation with Adventist Health System/West to issue Insured Hospital Revenue Refunding Bonds (the "Bonds") pursuant to the law and to loan the proceeds to Adventist Health System/West.

It further appearing to the Board that pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Board of County Commissioners of Clackamas County, Oregon, after reasonable publication of notice to the public, held a public hearing in Oregon City, Oregon on April 30, 1992 for the purpose of providing an opportunity for members of the public to comment upon the proposed Series 1992A Bonds and the use of proceeds thereof; and

It further appearing to the Board that, pursuant to Section 147(f) of the Code, this Board is the elected legislative body of the governmental unit having jurisdiction over the area in which Portland Adventist Medical Center is located. The Board of County Commissioners of Multnomah County, Oregon, as the governmental unit containing within its geographical boundaries the site of Portland Adventist Medical Center must approve of the issuance of the Bonds.

It appearing to the Board that the hearing conducted by the Board of County Commissioners of Clackamas County, Oregon on April 30, 1992 complies with the provisions of the Code and regulations applicable thereto by providing a reasonable opportunity for members of the public to comment upon the proposed Series 1992A Bonds, and the Board being fully advised in the premises; it is, therefore

RESOLVED that the Board of County Commissioners of Multnomah County, Oregon, as the elected legislative body of the governmental unit having jurisdiction over the area in which Portland Adventist Medical Center is located, does approve of the Series 1992A Bonds of the Hospital Facility Authority of Clackamas County, Oregon without recourse or liability for payment of the Bonds.

ADOPTED THIS 21st DAY OF MAY, 1992.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By


Chair

Board of County Commissioners

REVIEWED BY

County Counsel
Multnomah County, Oregon

By 

RANKIN MERSEREAU & SHANNON

LAWYERS

HOWARD A. RANKIN
PETER R. MERSEREAU
JAMES P. SHANNON, ILM*
THOMAS W. McPHERSON†
KATHERINE M. ZELKO, ILM
DALE G. RASMUSSEN
PAUL L. HATHAWAY III

FOUNDED IN 1885
SMITH & TEAL

OLIVER I. NORVILLE
CAROL A. EMORY††
OF COUNSEL

† ALSO LICENSED IN CALIFORNIA
* ALSO LICENSED IN MICHIGAN & COLORADO
†† ALSO LICENSED IN CALIFORNIA & DISTRICT OF COLUMBIA

1600 BENJ. FRANKLIN PLAZA
ONE S.W. COLUMBIA STREET
PORTLAND, OREGON 97258

TELEPHONE: 503-226-6400
FACSIMILE: 503-226-0383

May 8, 1992

Mr. Larry Kressel
County Counsel
Multnomah County
1120 S.W. Fifth Avenue, Suite 1530
Portland, OR 97207-0849

Re: Resolution for Consideration by the Board of County
Commissioners of Multnomah County, Oregon

Dear Larry:

We are enclosing a short memorandum of explanation of the need for adoption by the Board of the Resolution that we enclosed in our letter of April 30, 1992 to John Du Bay. I hope this is helpful and please make this Memorandum available to the Board of County Commissioners prior to their consideration of the Resolution on Thursday, May 21, 1992. I will plan to be there to respond to any questions.

Very truly yours,

RANKIN MERSEREAU & SHANNON


Howard A. Rankin

HAR:jw
Enclosure

RECEIVED

MAY 11 1992

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 13 AM 11:26
MULTNOMAH COUNTY
OREGON

MEMORANDUM

DATE: May 11, 1992

TO: Larry Kressel
Multnomah County Council

FROM: Howard Rankin - Bond Counsel (Adventist Health System/West)

RE: Board of County Commissioners, Multnomah County Approval of Resolution authorizing refunding of Adventist Medical Center Project Bonds

BOARD OF
COUNTY COMMISSIONERS
1992 MAY 13 AM 11:26
MULTNOMAH COUNTY
OREGON

STATUTORY REQUIREMENT:

Section 147(f)(2)(A)(ii) Internal Revenue Code of 1986, as amended.

EXPLANATION:

The Hospital Facility Authority of Clackamas County, Oregon has been asked by Adventist Health System/West to issue Insured Hospital Revenue Refunding Bonds to refund The Hospital Facilities Authority of the City of Portland, Oregon Hospital Revenue Bonds, Series 1979 (Portland Adventist Medical Center Project) [the "Prior Bonds"].

ORS 441.575 authorizes Oregon Authorities to exercise and discharge all powers and responsibilities jointly to effect the purposes of the statute. The Hospital Facilities Authority of the City of Portland, Oregon has consented to and authorized the Hospital Facility Authority of Clackamas County to refund the Portland Authority Bonds.

Federal law requires that the highest elective governing body of a local unit of government having jurisdiction over the area where the beneficial hospital is located must approve of the bond issue. Portland Adventist Medical Center, located in Multnomah County, is the beneficial hospital.

This approval does not impose nor create any legal liability on the County for the payment of the Bonds but is an acknowledgement only that the Board has no objections to the refunding bond issue or the beneficial economic impact that it will have upon Portland Adventist Medical Center. Please note in the final "action paragraph" of the Resolution that the approval is "without recourse or liability for payment of the Bonds".

RANKIN MERSEREAU & SHANNON

Attorneys

Meeting Date: MAY 21 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: establishing criteria for approval of a Wrecker Certificate

AGENDA REVIEW/ May 19
BOARD BRIEFING (date) REGULAR MEETING May 21 (date)

DEPARTMENT DES DIVISION Planning

CONTACT Mike Delman TELEPHONE 248-5219

PERSON(S) MAKING PRESENTATION Mike Delman and Sandra Duffy

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

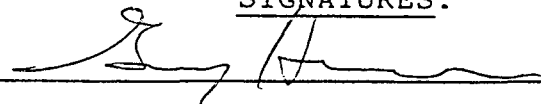
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Amends MCC5.10.010 to require payment of property taxes as establishing criteria for County approval for issuance of a Wrecker Certificate as authorized by ORS 822.140

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

First Reading Approved. Second Reading scheduled for 6-4-92.

ORDINANCE FACT SHEET

Ordinance Title: an ordinance amending MCC 5.10.010

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

Requires the MCSO to check with the County Dept. of A & T to determine whether an applicant for issuance of a Wrecker Certificate has delinquent or real property taxes due and owing to recommend denial of the application for such delinquency.

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

none

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

unknown

What is the fiscal impact, if any?

increased collections of personal and/or real property taxes due

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Delman

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

Department Manager/Elected Official: Ray H...

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Multnomah County Code: Title 5 by establishing criteria for County approval for issuance of a Wrecker Certificate as authorized by ORS 822.140.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS

A. ORS 822.140 authorizes the Board of County Commissioners (the Board) to adopt criteria for granting local government approval of a Wrecker Certificate for businesses in unincorporated Multnomah County which carry on or conduct a business, in whole or in part, of buying, selling or dealing in vehicles for the purpose of wrecking, dismantling, disassembling, and offering for sale the used vehicle components thereof.

B. This ordinance is necessary to ensure that all wreckers are certified to meet the high expectations of this community and conduct business in a lawful manner.

C. The recommended criteria for County approval of a Wrecker's Certificate are in the public interest.

SECTION 2. ADOPTION OF CRITERIA FOR ISSUANCE OF A WRECKER CERTIFICATE.

5.10.010 Wrecker Certificate processing fees.

The purposes of this chapter are to establish the principal

05/08/92:1

criteria which shall be considered by the board of county commissioners, and its designee, the Multnomah County Sheriff, in granting approval of wrecker certificates within unincorporated Multnomah County and to establish an application and approval process.

A. Application Procedure.

1. Any applicant for a wrecker certificate who is required by the Department of Motor Vehicles (DMV) to obtain approval from a county governing body in which it does business shall present an application prescribed by DMV to the Multnomah County Sheriff (the sheriff) for the purpose of obtaining such an approval.
2. The sheriff may require information in addition to that provided on the application in order to conduct an investigation relevant to the county's approval.
3. An application shall be accepted only if it is properly completed and accompanied by a processing fee of \$15.

B. Investigation of Application. The sheriff shall coordinate and conduct an investigation of each application using the following procedures:

1. Check for prior arrest records of owners on employees or violations of state statutes regulating wreckers;
2. Check for prior community relations problems;
3. Check with the county zoning department to see that the requirements of ORS 822.110 are met;
4. Check with the county zoning department to see if the

05/08/92:1

business location violates any prohibitions under ORS 822.135;

5. Check with the county zoning department to see that the location meets zoning regulations of the county; and

6. Check with the county department of assessment and taxation to see that there are no delinquent personal or real property taxes due and owing.

C. Recommendations to the Board. Upon completion of the investigation procedures by the sheriff's office, the sheriff shall forward to the board of county commissioners a recommendation of approval or denial. The clerk of the board then places the matter on the board's agenda, in order that the board may make a recommendation of approval or denial to DMV.

The sheriff may make a recommendation of denial regarding any application if:

1. The applicant's record reflects a pattern of violations of state statutes regulating wreckers;

2. The record of the applicant shows a violation(s) of criminal law(s) or ordinance(s) connected in time, place or manner with an auto wrecker establishment or which demonstrates a disregard for the law;

3. The county zoning department has indicated that the requirements of ORS 822.110 have not been met;

4. The county zoning department has indicated that the business location violates prohibitions under ORS 822.135;

05/11/92:1

5. The county zoning department has indicated that the location does not meet zoning regulations of the County;

6. The county department of assessment and taxation has indicated that delinquent personal or real property taxes are due and owing; or

7. If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the Sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

D. Notification of Sheriff's Recommendation. When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant and the sheriff of the hearing date, place and time at least one week before such hearing takes place.

E. Board Hearing Procedures. When the board has scheduled a hearing on any auto wrecker certificate approval, such applicant shall be given a reasonable opportunity to be heard and address concerns raised by the sheriff, the board of county commissioners, and persons or groups appearing in opposition to such an application. The board's recommendation of approval or denial of such application, based upon a determination of what course of action best serves the interest of the citizens of the county, shall be final.

F. Reconsideration of Applications. After having made a recommendation of denial on any auto wrecker certificate

05/08/92:1

1 application, the sheriff and the board of county commissioners
2 shall not consider any new application for the same location by the
3 same or substantially the same applicant for a period of at least
4 six months or while such applicant has pending an appeal in court
5 or in a state administrative agency related to such a certificate
6 approval. Notwithstanding, the sheriff may reconsider and/or
7 resubmit such an application to the board in less than six months
8 if it is reasonably believed that a recommendation of denial has
9 substantially changed, and no court or administrative appeal of
10 such license is pending.

11
12 ADOPTED this _____ day of _____, 1992.

13
14 (SEAL)

15
16 By _____
17 Gladys McCoy, Chair
Multnomah County, Oregon

18 REVIEWED:

19 LAURENCE KRESSEL, COUNTY COUNSEL
20 FOR MULTNOMAH COUNTY, OREGON

21 By Sandra N. Duffy
22 Sandra N. Duffy
Assistant County Counsel

23 P:\FILES\265SND.ORD\mw
24
25
26

05/08/92:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

Multi. Co. Sheriff's Office
line for Sgt. Farrell
PLEASE PRINT LEGIBLY!

Huff

MEETING DATE 5-21-92

NAME

Nancy Aguirre

ADDRESS

9120 N. Kimball

STREET

Portland

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-4

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: MAY 14 1992 MAY 21 1992

Agenda No.: R-8 R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: OLCC application and renewal amendment

BCC Informal May 12 BCC Formal May 14
(date) (date)
DEPARTMENT DES *Cond.* DIVISION A & T
CONTACT Mike Delman TELEPHONE 248-5219
PERSON(S) MAKING PRESENTATION Sandra Duffy & Mike Delman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Amendments to MCC 5.10.020 to require payment of property taxes to obtain a recommendation for approval from the sheriff for an OLCC license or renewal application.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *[Signature]*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

R-4 Continued until Thursday, June 4, 1992

BOARD OF
COUNTY COMMISSIONERS
1992 MAY - 7 AM 9:15
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Multnomah County Code 5.10.020

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

Requires the MCSO to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

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

none

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

unknown

What is the fiscal impact, if any?

Increased collections of personal and/or real property taxes due.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Wilman

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

Department Manager/Elected Official: [Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

An ordinance amending Multnomah County Code 5.10.020(B) and (C) requiring the Multnomah County Sheriff's Office to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

(Language in brackets [] is to be deleted; underlined language is new)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

A. ORS 471.210 and the Administrative Rules of the Oregon Liquor Control Commission (OLCC) authorize the Board of County Commissioners (the Board) to make recommendations to such Commission concerning the issuance of liquor licenses for premises located within unincorporated Multnomah County.

B. In addition to the Procedures already set out in MCC 5.10.020, the Board finds that it is in the public interest to require that applicants pay their property taxes when due and failure to do so is a basis to deny an application.

SECTION 2. AMENDMENTS.

5.10.020. Liquor license processing fees.

The purposes of this chapter [section] are to establish the principal criteria which shall be considered by the board of county commissioners, and its

05/07/92:1

designee, the Multnomah County sheriff, in making recommendations to the Oregon liquor control commission concerning the granting, denying, modifying or renewing of all liquor licenses for premises within unincorporated Multnomah County and to establish a process, to be utilized for the investigation of such license applicants for the purpose of making such recommendations, that is fair, effective and efficient. This chapter is necessary to insure that all premises licensed to sell or dispense liquor in any form meet the high expectations of this community, [and] that all businesses are conducted in a lawful manner that does not unreasonably disturb the peace and tranquility of this county and its neighborhoods.

(A) *Application procedure.*

(1) Any applicant for any license who is required by the Oregon liquor control commission to have a recommendation from Multnomah County concerning the suitability of such application shall present the license application forms prescribed by the OLCC to the Multnomah County sheriff's office for the purpose of obtaining the recommendation of the county concerning such a license.

(2) For the purpose of conducting the investigation to ascertain pertinent information bearing upon such county recommendations, the sheriff's office may require such other information in addition to that provided upon the OLCC application forms as it deems appropriate.

(3) The sheriff's office shall accept liquor license applications only when the following conditions are met:

(a) All required forms are properly completed and in order; and

(b) The processing fee, as allowed by the Oregon Revised Statutes, has been paid according to the following chart:

Original application.....\$100.00

Change in ownership/
change in location/
change in privilege 75.00

Renewal or temporary 35.00

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(B) *Investigation of applications.* The Multnomah County sheriff's office shall coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the board of county commissioners, using the following procedures:

- (1) All applicants shall be checked for any and all prior arrest records or violations of OLCC regulations;
- (2) All applicants shall be checked for prior community relations problems under another license;
- (3) The business locations shall be examined and must be in the best interests of the community;
- (4) All renewal applications shall be reviewed and checked for prior negative impact on the community;
- (5) All new outlets, or change of location/privilege shall be referred to the zoning section for verification of the proposed use under MCC 11.15; and
- (6) All new and renewal applications shall be checked through the Department of Assessment and Taxation to determine whether there are delinquent personal or real property taxes due and owing for the premises.

(C) *Sheriff's recommendations.* Upon completion of the investigation procedures by the Multnomah County sheriff's office, the sheriff will forward to the board of county commissioners a recommendation of approval or denial. The clerk of the board then places the matter on the board's agenda, in order that the board may then make a recommendation of approval or denial to the OLCC.

The sheriff may make a recommendation of denial to the board of county commissioners regarding any application if:

- (1) The applicant's record reflects a pattern of violation of the alcoholic liquor laws of this state;

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- (2) The applicant has a history of use of controlled substances or use of alcoholic beverages to excess;
- (3) The record of the applicant shows a violation(s) of criminal law(s) or ordinances(s) connected in time, place or manner with a liquor establishment or which demonstrate a disregard for law;
- (4) The applicant has maintained, or allowed to exist, an establishment which creates or is a public nuisance under the ordinances of the county or laws of the state or in which any violation of the provisions of the county Code, for [or] federal or state law relating to minors, gambling, obscenity, controlled substances, prostitution or alcoholic beverages, or chapters 163, 164, 165 and 166 of Oregon Revised Statutes have occurred, or which creates an increase in disorderly or violent acts, litter, noise, vandalism, vehicular or pedestrian traffic congestion or other location problems, in the reasonable proximity of such premises;
- (5) The applicant's premises are not maintained in reasonable repair, both interior and exterior, and kept clean and free of litter, rubbish, and dirt;
- (6) The applicant's premises are found to be a nuisance under the terms of title 7 of this Code;
- (7) In the case of an application for a new license or for an increase in liquor selling or dispensing privilege, there are sufficient licensing [licensed] premises in the locality set out in the application and the license is not demanded by public interest or convenience;
- (8) The licensing of the premises would not be in the best interests of the community because of a history of illegal activities, altercations, noisy conduct, or other disturbances in or around the premises;
- (9) The applicant has demonstrated an unwillingness or inability to cooperate with

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county agencies and/or neighbors in resolving community disputes related to a licensed establishment;

(10) If the zoning section finds that the proposed new outlet, or change of location/privilege is found to be in violation of the MCC 11.15. However, the applicant may file an application for change of zone, conditional use, per MCC 11.15 which would permit such use;

(11) If there are delinquent real or personal property taxes due and owing at the time of application or renewal, a recommendation of denial is mandatory; and

(12) If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

(D) *Notification of sheriff's recommendation.* When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant, the OLCC, and the sheriff of the hearing date, place and time at least one week before such hearing takes place. The presiding officer of the board may also contact the neighborhood associations concerned.

When the sheriff makes a recommendation for approval of an application for which the sheriff's office or the board has received complaints or concerns from citizens or other business establishments, or for which there may be other controversy, the clerk of the board shall notify those concerned citizens or business establishments and the applicant of the hearing date, place and time.

(E) *Board hearing procedures.* When the board has scheduled a hearing on any liquor license application, such applicant shall be given a reasonable opportunity to be heard and address concerns raised by the sheriff, the board of county commissioners, and persons or groups appearing in opposition to such an application. The board's recommendation of approval or denial of such application, based upon a determination of what

05/07/92:1

course of action best serves the interest of the citizens of the county, shall be final.

(F) *Reconsideration of applications.* After having made a recommendation of denial on any liquor license application, the sheriff and the board of county commissioners shall not consider any new application for the same location by the same or substantially the same applicant for a period of at least six months or while such applicant has pending an appeal in court or in a state administrative agency related to such a license. Notwithstanding, the sheriff may reconsider and/or resubmit such an application to the board in less than six months if it is reasonably believed that a recommendation of denial has substantially changed, and no court or administrative appeal of such license is pending.

(G) *Sheriff's approval of temporary license applications.* On any application for a temporary liquor license which will be in effect for five days or less review by the board of county commissioners shall not be automatically required. The sheriff is hereby given authority to make a recommendation of approval to the Oregon liquor control commission on such applications. If the sheriff recommends denial of any application for a temporary license, the application shall be reviewed by the board of county commissioners as outlined in subsections (D) and (E) of this section.

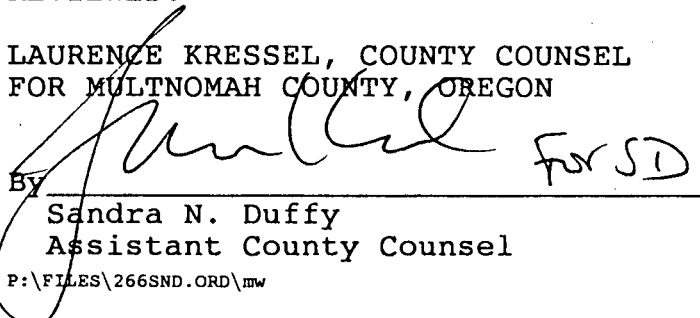
ADOPTED this _____ day of _____, 1992.

(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By  For SD
Sandra N. Duffy
Assistant County Counsel

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05/07/92:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

Meeting Date: MAY 14 1992 MAY 21 1992

Agenda No.: R-18 25

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amending Multnomah County Audit Committee Ordinance No. 660

BCC Informal May 12, 1992 BCC Formal May 14, 1992
(date) (date)

DEPARTMENT Non-Departmental DIVISION Finance

CONTACT David Boyer TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer/Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3-5 minutes

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

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

Ordinance No. 660 created the Multnomah County Audit Committee. The membership of this committee involved the Department Director, Department of General Services. In FY 1991-92, the Department of General Services was abolished. It is necessary to amend Ordinance No. 660 to reflect these changes.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

*Copy of Ordinance 722 sent to Dave Boyer + Jean Uzelac.
Also sent to Print Shop for copies to mail to Ordin. Sub. list
on 5-22-92.*

MULTNOMAH COUNTY
OREGON
1992 MAY -4 PM 4:26
COUNTY CLERK'S OFFICE

ORDINANCE FACT SHEET

Ordinance Title: Amending Multnomah County Audit Committee

Ordinance No. 660

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

Ordinance No. 660 created the Multnomah County Audit Committee. The membership of this committee involved the Department Director, Department of General Services. In FY 1991-92, the Department of General Services was abolished. It is necessary to amend Ordinance No. 660 to reflect these changes.

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

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

What is the fiscal impact, if any?

NONE

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 722

An ordinance amending the Multnomah County Audit Committee Ordinance by changing the membership of the Multnomah County Audit Committee and deleting references to the Department of General Services. (Language in brackets [] is to be deleted; underlined language is new.)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings.

(A) Ordinance No. 660 created the Multnomah County Audit Committee. The ordinance has not been codified in the County Code. The membership of this committee included the Department Director, Department of General Services.

(B) In FY 91-92, the Department of General Services was abolished.

(C) It is necessary to amend Ordinance No. 660 to reflect the above changes.

Section II. Amendment.

Section V(A) of Ordinance 660 is amended to read as follows:

(A) The membership of the Audit Committee shall be the following:

- (1) County Chair or designee.
- (2) One County Commissioner appointed by Chair.
- (3) County Auditor. (Non-Voting Capacity)
- (4) Independent citizen who is a CPA appointed by the Chair.

(5) Two independent citizens recommended by the Citizen Involvement Committee.

(6) [Department] County Finance Director, [Department of General Services] (Non-Voting Capacity).

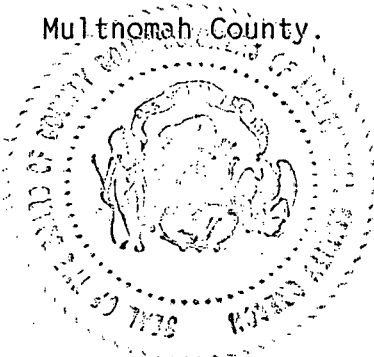
Section III. Amendment.

Section VII(D)(1) of Ordinance 660 is amended to read as follows:

(D) Department Responsibilities:

(1) When notified by the Finance Division, [Department of General Services,] that an audit has been initiated, the agency being audited shall make available all books and records requested by the external auditor. The agency shall cooperate with the external auditor to the fullest extent possible so that the audit may be completed as quickly and prudently as possible.

ADOPTED this 21st day of May, 1992, being the date of its Second reading before the Board of County Commissioners of Multnomah County.



MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
GLADYS MCCOY
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By

Laurence Kressel
Laurence Kressel, County Counsel

2592ES2

CONTRACT 800792
~~#800792~~

Meeting Date: MAY 21 1992

Agenda No.: X-6

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA-City of Portland

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING May 21, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Sheriff's Exec. Asst. TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 min.

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

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

Ratification of IGA with the City of Portland for the City to administer the duties of "Manager" as stated in MC Ordinance #647, governing operation of certain second hand stores.

NOTE: CONSENT CALANDAR

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER

[Signature]

(All accompanying documents must have required signatures)

Original OGA & Contacts sent to Larry Aab 5-21-92.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 14 AM 11:44



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800792

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p>ORIGINAL</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>R-6 May 21, 1992</p>
--	---	--

RETURN TO: Larry Aab
 Contact Person Bob Zion Phone 251-2471 Date 5/8/92

Department Sheriff's Office Division Enforcement Bldg/Room _____

Description of Contract City of Portland shall administer the duties of "Manager" as stated in MC Ordinance #647, Governing the operation of certain second hand stores.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland

Mailing Address _____

Phone _____

Employer ID # or SS # _____

Effective Date April 23, 1992

Termination Date April 22, 1994

Original Contract Amount \$ N/A

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff _____

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Date 5/13/92

Date _____

Date 5-11-92

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

EXHIBIT A

ORIGINAL

INTERGOVERNMENTAL AGREEMENT
CITY OF PORTLAND / MULTNOMAH COUNTY

THIS AGREEMENT, entered into as of this _____ day of April, 1992, by and between Multnomah County (County) and the City of Portland (City).

RECITALS:

1. The City currently administers a regulatory program governing the operation of certain secondhand stores as outlined in Chapter 14.37 of the Code of the City of Portland.
2. The County, on March 22, 1990, passed Ordinance No. 647 which established Chapter 6.81 of the Multnomah County Code (Chapter 6.81), a similar program for the unincorporated sections of Multnomah County. From 1990 until April 22, 1992, the City of Portland provided the staff for administration of the County's program by intergovernmental agreement. The County does not currently have a program established to administer their regulatory program.
3. The Multnomah County Sheriff's Office is authorized to contract with a public or private contractor for performance of his or her duties under Chapter 6.81.

NOW, THEREFORE, the parties agree as follows:

I. Term

This Agreement shall be effective from April 23, 1992 through April 22, 1994.

II. Scope of Work

A. The City, through the Manager of the Bureau of Licenses is authorized to and shall perform all duties required of the "Manager" as outlined in Chapter 6.81. More specifically these duties include:

1. Identifying and notifying affected businesses, accepting, processing and creating a file on new applications received for occasional secondhand dealer and secondhand dealer permits.
2. Forwarding copies of application package to the Multnomah County Sheriff for background investigation.
3. Investigating application, history of location and applicant.

4. Issuing computer generated permits.
 5. Processing renewal applications.
 6. Preparing letters of denial.
 7. Evaluating Sheriff's reports of code violations.
 8. Preparing notices of violation and assessing civil penalties.
 9. Preparing staff reports for the Multnomah County Board of Commissioners if penalties are appealed.
 10. Presenting recommendation and report to the Multnomah County Board of Commissioners on appeals.
 11. Assisting County Counsel and Sheriff in representing the County in any court actions that may occur as a result of the enforcement of Chapter 6.81.
 12. Maintaining hard copy files, computer lists and other records necessary for the administration of the program.
- B. To assist the City of Portland in performing the services set forth above:
1. The Multnomah County Sheriff's Office will work cooperatively with the City by conducting background checks on applicants, providing reports of violations of the regulations and by preparing and presenting reports on matters appealed to the Multnomah County Board of Commissioners, and
 2. The Multnomah County Sheriff's Office will supply all occasional secondhand dealers and secondhand dealers with purchase report forms at cost.

III. Compensation

The City shall retain all application and renewal fees received during the term of this agreement. Further, the City shall retain any monies payable as civil penalties if the Notice of Violation is issued during the term of this agreement. The total of these fees and penalties shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the services rendered to the County by the City under this Agreement.

IV. Early Termination of Agreement

A. The City or County may terminate this Agreement at any time by mutual written agreement. If the contract is terminated by mutual consent the City shall retain all fees and penalties received prior to the end of the agreement.

B. The City or County may terminate this agreement upon 60 days written notice to the other party. If the contract is terminated unilaterally the City shall retain all fees and penalties received prior to the end of the 60 day period.

V. Amendment to Agreement

The City and County may amend this Agreement from time to time by mutual written agreement.

VI. Independent Contractor Status

The City is engaged under this Agreement as an independent contractor. The City, its subcontractors, and its employees, are not employees of the County and are not eligible for benefits through the County.

VII. Personnel

The City may assign personnel within the Bureau of Licenses any work or services to be rendered under this Agreement.

VIII. Ownership of Documents

All work the City performs under this Agreement shall be considered the property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the City produces in connection with this Agreement. Upon reasonable notice the County shall have access to all materials for audit purposes. On completion or termination of the Agreement, the City shall deliver these materials to the County.

IX. Indemnification

A. The City shall hold harmless, defend, and indemnify the County and its 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 City's performance under this Agreement.

800792

B. The County shall hold harmless, defend, and indemnify the City and its 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 performance under this Agreement.

X. Liability Insurance

Both parties are fully self-insured government agencies. Each party relies on the other party's representation of such insurance coverage.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

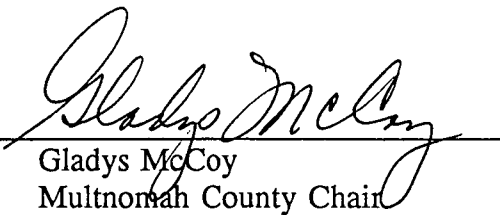
City of Portland, Oregon

Multnomah County, Oregon

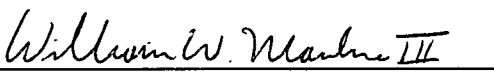
By _____
Dick Bogle
Commissioner of Public Safety

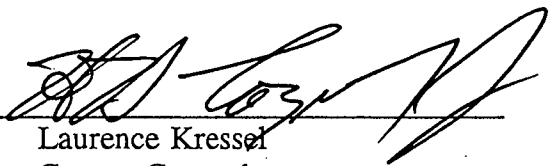
By _____
Robert G. Skipper
Sheriff of Multnomah County

By _____
Barbara Clark
City Auditor

By 
Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

By 
Jeffrey L. Rogers
City Attorney - Deputy

By 
Laurence Kressel
County Counsel

RATIFIED
Multnomah County Board
of Commissioners
R-6 5-21-92

800792

ORDINANCE No. 165316

* Approve renewal of intergovernmental agreement with Multnomah County for administration of the County's Secondhand Dealer Program by the Bureau of Licenses. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

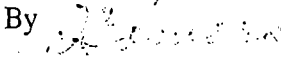
1. The City of Portland's occasional secondhand dealer and secondhand dealer regulations are found in Chapter 14.37 of the Code of the City of Portland. Multnomah County has similar occasional secondhand dealer and secondhand dealer regulations found in Multnomah County Code Chapter 6.81.
2. The Bureau of Licenses currently administers a regulatory program for the City of Portland and Multnomah County governing the operation of occasional secondhand dealers and secondhand dealers.
3. The current Intergovernmental Agreement authorizing the Bureau of Licenses to administer the program will expire April 22, 1992.
4. Multnomah County would like the Bureau of Licenses to continue to administer the program. The Bureau of Licenses has the staff and equipment to continue to administer the County's program.
5. It is sound public policy for the government agencies to continue to cooperate in the administration of this program in order to minimize costs of duplication of administration.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Safety and the City Auditor are hereby authorized to enter into an intergovernmental agreement with Multnomah County substantially similar in form to Exhibit A (attached).
- b. The Manager of the Bureau of Licenses is authorized and directed to administer Multnomah County's Secondhand Dealer Program in accordance with the terms and conditions of the Agreement.

Section 2. The Council declares that an emergency exists because the County's Ordinance becomes effective on April 23, 1992 and it is necessary to have an administrative program in place at that time to continue administration of the program; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, APR 15 1992
Commissioner Dick Bogle
DB:GM:GM
April 9, 1992

BARBARA CLARK
Auditor of the City of Portland
By  Deputy

800802

Meeting Date: MAY 21 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA with Hood River County

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING May 21, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement with Hood River County and the Multnomah County Sheriff's Office. Mutual aid in critical law enforcement incidents.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Original IGA & Contacts sent to Larry Aab 5-21-92.

MULTNOMAH COUNTY
OREGON
1992 MAY 14 AM 10:06
CLERK OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800802

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <div style="font-size: 2em; opacity: 0.5; transform: rotate(-10deg); position: absolute; top: 50px; left: 50px;">ORIGINAL</div>	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 checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RATIFIED</div> <div style="text-align: center; font-weight: bold;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">R-7 May 21, 1992</div>
--	---	---

Department Sheriff's Office Division Law Enforcement Date May 12, 1992

Contract Originator Lt. Bill Goss Phone 251-2422 Bldg/Room _____

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/225

Description of Contract Mutual aid in critical law enforcement incidents.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Hood River County

Mailing Address 309 State St.
Hood River, Or 97031-2093

Phone 386-3970

Employer ID # or SS # _____

Effective Date May 21, 1992

Termination Date N/A

Original Contract Amount \$ -0-

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 5-13-92

Date _____

Date _____

REQUIRED SIGNATURES:

Department Manager R.E. Amundson

Purchasing Director _____
(Class II Contracts Only)

County Counsel Vandra Duff

County Chair/Sheriff _____

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

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

ORIGINAL

HOOD RIVER COUNTY/MULTNOMAH COUNTY

MUTUAL AID LAW ENFORCEMENT AGREEMENT

This Agreement is entered into on the date signed, among and between the undersigned parties for the purpose of securing to each the benefits of mutual aid in critical law enforcement incidents.

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- a) A major incident is defined as a crime of notoriety, homicide, aggravated murder, or any disaster or event causing or having potential to cause injury, death, or substantial property damage.
- b) Authorized representative: Ranking on duty supervisor empowered by his/her Sheriff or Chief of Police to respond to this intergovernmental agreement.
- c) Personnel may be in the form of uniformed, investigative, or support service personnel.
- d) Technology is equipment and supplies used in the location, identification and preservation of physical evidence.
- e) Technical expertise is the knowledge, skills and abilities possessed by an individual in investigative techniques and technology use.

2. Purpose of this Agreement

For purposes of making a request for assistance, a Sheriff or a Chief of Police or their representative is empowered to request assistance without advance notice from another or all other Units of Government

participating in the Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident, natural disaster or extreme civil disorder occurring within the jurisdiction requesting assistance.

3. Requests for Aid

Such requests may be made by the Sheriff or Chief or authorized representative to the Sheriff or Chief or authorized representative of the responding unit of local government; the latter shall respond to its fullest ability to do so without compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the Sheriff or Chief or Authorized Representative of the agency from whom aid is requested as to what personnel, equipment and vehicles are available for response shall be final.

4. Recall

The Sheriff or Chief, or their designee legally responsible for police protection at the scene of the incident shall remain in charge and provide general directions to all aiding agency personnel. At the request of the officer in charge of the responsible agency any aiding agency shall withdraw from the scene of the problem. Further, the responding agency shall be released by the incident commander as soon as their services are no longer required or when the responding agency is needed within the area for which it normally provides law enforcement services.

5. Control Over Officers

The Sheriff or Chief or designated officer in charge for the agency requesting assistance shall be the "Coordinator", where the services of the responding agencies are required on a dispersed or several location basis. He/she shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, he/she shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer

shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the Coordinator, shall provide direction to such responding personnel so that the desired effect may result. Units such as "Special Weapons and Tactics", "Hostage Negotiations", "Hazardous Devices", and other specialized teams, when requested will maintain their unit integrity and will be responsible to an "Incident Commander" from their agency. The Incident Commander will correlate his/her units actions with the Coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.

6. Each of the parties hereto shall continue to provide the same salaries, compensation for death or disability, retirement and leave payments, cost of transportation, and other normal fringe benefits to their employees who are assigned to render assistance to the other party in performance of this agreement as those employees would receive if on duty within the boundaries of the party by which he/she is employed. Costs of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred while rendering assistance under this agreement will be borne by the party requesting such assistance and authorizing the use of said equipment, supplies, materials, and the incurring of reasonable subsistence expenses.

7. Indemnification Waivers

All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by any party have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law. It is understood that this agreement for mutual aid shall constitute the sole consideration for all requested assistance and no party shall be obligated to reimburse any other for use of personnel or equipment, subject to the further understanding that the requesting agency shall

retain responsibility for all extraordinary equipment, material, supplies and reasonable subsistence expenses associated with the major incident response (cf. paragraph 6 above). During the course of rendering aid the use of personnel or equipment of each party shall be at the risk of that party. Each party hereto shall protect its own employees performing under this agreement by adequate workers compensation insurance or self insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising from the performance of this agreement. Each jurisdiction shall be responsible for the acts of its own employees.

8. Termination

This Agreement shall commence and take effect upon signing and continue from year to year thereafter. This agreement may be modified at any time by mutual consent of the parties hereto. Any participating agency to this Agreement may withdraw upon the giving of thirty (30) days written notice to the other participating agency.

HOOD RIVER COUNTY

MULTNOMAH COUNTY

By *Bob Skipper* 4-22-92
Sheriff/Date

By _____ Date
Bob Skipper, Sheriff

REVIEWED:

Laurence Kressel, County Counsel
for MULTNOMAH COUNTY, OREGON

By *Sandy Duffy*
Sandy Duffy, Assistant County Counsel

RATIFIED

Multnomah County Board
of Commissioners

R-7 5-21-92



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800802

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services 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 RATIFIED Multnomah County Board of Commissioners R-7 May 21, 1992

Department Sheriff's Office Division Law Enforcement Date May 12, 1992
Contract Originator Lt. Bill Goss Phone 254-2422 Bldg/Room _____
Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/7.5
Description of Contract Mutual Aid in critical law enforcement incidents.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Hood River County
Mailing Address 309 State St.
Hood River, Or. 97031-2093
Phone 386-3970
Employer ID # or SS # _____
Effective Date May 21, 1992
Termination Date N/A
Original Contract Amount \$ -0-
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

Remittance Address: _____
(If Different)

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required
Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager K. E. Commissioner
Purchasing Director _____
(Class II Contracts Only)
County Counsel Raymond Gentry
County Chair/Sheriff Bill Goss
Contract Administration _____
(Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 5-18-92

Date 5-21-92

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

GREEN - FINANCE

421/1st Flr

106/1430

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

Meeting Date: MAY 21 1992

CONTRACT # 800812

Agenda No.: L-8

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA with the City of The Dalles

AGENDA REVIEW/
BOARD BRIEFING

REGULAR MEETING May 21, 1992

(date)

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement with the City of The Dalles and the Multnomah County Sheriff's Office. Mutual aid in critical law enforcement incidents.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper Jr.
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Original IGA & Contracts sent to Larry Aab 5-21-92.

MULTNOMAH COUNTY
OREGON
1992 MAY 14 AM 10:06
CLERK OF COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800812

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p>ORIGINAL</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>R-8 May 21, 1992</p>
--	---	--

Department Sheriff's Office Division Law Enforcement Date May 13, 1992

Contract Originator Lt. Bill Goss Phone 251-2422 Bldg/Room _____

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room _____

Description of Contract Mutual aid in critical law enforcement incidents.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of The Dalles

Mailing Address 313 Court Street

The Dalles, Or 97058

Phone 296-5481

Employer ID # or SS # _____

Effective Date May 21, 1992

Termination Date N/A

Original Contract Amount \$ - 0 -

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager R. E. Amundson

Purchasing Director _____ (Class II Contracts Only)

County Counsel Sandra Deffy

County Chair/Sheriff _____

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

Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 5-13-92

Date _____

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430



Multnomah County Sheriff's Office

ROBERT G. SKIPPER
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

800812

ORIGINAL

EXHIBIT A

OREGON-WASHINGTON LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT AMENDMENT

The undersigned municipal corporation, by appropriate action of its governing body, hereby agrees to be bound by the terms of the Oregon-Washington Law Enforcement Mutual Assistance Agreement dated March 16, 1992, a copy of which is attached hereto and incorporated herein by this reference.

Said municipal corporation further agrees to send a copy of this face page of said amendment to all current signatories of said agreement as the means of implementing this corporation's participation.

WHEREFORE, pursuant to ratification passed by the Board of County Commissioners, Multnomah County, Oregon, the following officials of said corporation were authorized to, and have signed this amendment, this ____ day of May, 1992.

MULTNOMAH COUNTY SHERIFF'S OFFICE

BOB SKIPPER, Sheriff

Date

REVIEWED:

Laurence Kressel, County Counsel
for MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandy Duffy, Assistant County Counsel

Date

RATIFIED

Multnomah County Board
of Commissioners

R-8 5-21-92

800812

OREGON-WASHINGTON LAW ENFORCEMENT
MUTUAL ASSISTANCE AGREEMENT

ORIGINAL

This agreement entered into the 16th day of March,
1992, among and between the **City of The Dalles**, a municipal corporation of the State of Oregon, and **Klickitat County**, a municipal corporation of the State of Washington; for the purpose of securing to each the benefits of mutual aid in performing the functions normally requested of a law enforcement agency in the protection of life and property; witnesseth:

WHEREAS, it is necessary and proper that a Mutual Assistance Agreement be entered into among and between the above listed city and county for the mutual protection of life and property of citizens within the jurisdiction of each party; and

WHEREAS, Oregon Revised Statutes 190.010, 190.110, and 190.420 provide that units of local government or public agencies of Oregon and public agencies of another state may enter into a written agreement with any other unit of local government for the performance of any and all functions and activities that any party to the agreement has the authority to perform; and

WHEREAS, Washington Statutes RCW 39.34 provide any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies may

enter into agreements with one another for joint cooperative action and Washington Statutes RCW 10.93 provide any law enforcement agency may contract with any other such agency and may also contract with any law enforcement agency of another state or such state's political subdivision, to provide mutual law enforcement assistance;

NOW, THEREFORE, in consideration of the covenants herein contained, each of the undersigned agrees:

1. To furnish to any other party such assistance as may be deemed necessary by the Chief in the jurisdiction where the incident occurs; provided, the level of personnel to be furnished shall be subject to a determination by the Chief of the jurisdiction furnishing assistance, that the level of protection within his/her jurisdiction has not been jeopardized. As used in this agreement, Chief shall mean the Police Chief, County Sheriff or Commanding Officer of any unit of government that is a party to this agreement.
3. Each party has, or may have, agreements similar in nature to this agreement, in which the party agrees to provide aid to other jurisdictions. In the case of requests for such aid by more than one agency at the same time, the Chief of the responding agency may respond as he/she sees fit in allocating personnel to such requests.

4. Only the Chief of each party, or his/her designated representative, shall have authority to request the aid of another party under this agreement. Each Chief shall provide the other parties with a list of such designated representatives.
5. When personnel are furnished pursuant to this agreement, the incident commander shall have supervision over the personnel furnished during the time when an incident is being controlled. Provided, however, when an incident commander has not arrived at the scene of the incident, the Chief of the personnel dispatched from the party rendering aid shall be in command of the incident until the arrival of the incident commander and during such time shall exercise all lawful authority of the Chief of such party. For the purposes of this agreement, an "incident commander" is any supervisor who is procedurally designated to manage a critical incident which occurs within the jurisdiction of his parent agency.
6. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring to personnel as a consequence of the performance of this agreement.
7. Costs of materials, supplies and reasonable subsistence and travel expense incurred by personnel shall be borne by the employing party of that person. No party to

this agreement shall be compelled to reimburse any other party for any cost incurred in the performance of this agreement, except as specifically provided for.

8. Each party shall protect its personnel by worker's compensation insurance which meets the requirements of the law of its state.
9. Each party shall maintain in full force and effect adequate public liability and property damage insurance or self-insurance to cover any claims which may arise by virtue of providing assistance under this agreement.
10. To the extent permitted by Article XI, sections 5, 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act, and the Constitution and laws of the State of Washington pertaining to debt limitations and/or limits on liability each party assumes sole responsibility for the torts of its own personnel and agrees to hold each other party to this agreement harmless from liability arising from the acts or omissions of personnel affiliated with such party.
11. Nothing in this agreement shall be construed to prevent the Chief of the party rendering assistance from refusing, in the exercise of his/her best judgment and discretion, to commit personnel to a position in which danger of loss of life exists. The Chief of the party furnishing aid, or his/her designee on duty at the

scene of the incident shall be the sole judge of the extent and imminence of such danger.

12. This agreement will automatically renew on January 1 of each year. It is agreed, however, any party to this agreement may terminate this agreement at any time by giving thirty (30) days notice in writing of the intention to do so to all other parties, such notice being sent to the governing body of each of the parties and a copy thereof to the Chief of the department for the party notified. The termination of this agreement by one party, or a number thereof, shall not terminate it as among those remaining parties who have not given said notice of termination.

13. The parties understand and agree this agreement shall only be binding on those governmental units that are signatory to it at any given point in time. The parties further agree additional units of local government or public agencies may become parties to this agreement by signing an amending statement so stating their intent to enter into this agreement and providing a copy thereof to all other current parties to this agreement. A copy of the amending statement is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

800812

CITY OF THE DALLES

Klickitat County

L. D. Les Cochenour
L. D. (Les) Cochenour, Mayor

Frank Bokk
Chairman
Board of County Commissioners

Darrell Hill
Darrell Hill, Chief of Police

James C. Gleason
James C. Gleason, Sheriff

ATTEST:

ATTEST:

Barbara Schroeder
city clerk

Nancy J. Gleason
Ex-officio Clerk of the Board

APPROVED AS TO FORM:

Gerald A. Matosich
Gerald A. Matosich
Klickitat County
Prosecuting Attorney

Exhibit AOREGON-WASHINGTON LAW ENFORCEMENT
MUTUAL ASSISTANCE AGREEMENT AMENDMENT

The undersigned municipal corporation, by appropriate action of its governing body, hereby agrees to be bound by the terms of the Oregon-Washington Law Enforcement Mutual Assistance Agreement dated _____, 19____, a copy of which is attached hereto and incorporated herein by this reference.

Said municipal corporation further agrees to send a copy of this face page of said amendment to all current signatories of said agreement as the means of implementing this corporation's participation.

Wherefore, the following officials of said corporation have signed this amendment pursuant to authority of the governing body of said municipal corporation this ____ day of _____, 19____.

[Affix appropriate heading for corporation
and signature lines for signing officials.]

BEFORE THE BOARD OF COUNTY COMMISSIONER
KLICKITAT COUNTY, WASHINGTON

IN THE MATTER OF PUBLIC DECLARATION
OF OREGON-WASHINGTON LAW ENFORCEMENT
MUTUAL ASSISTANCE AGREEMENT

RESOLUTION NO. _ 06892

WHEREAS, Chapter 39.34 RCW, and Oregon Laws, permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographical, economic, population, and other factors influencing the needs and development of local communities, and

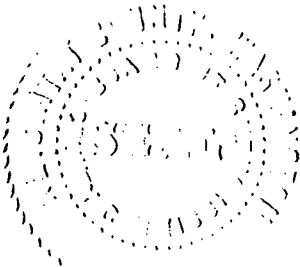
WHEREAS, RCW 10.93 provides that any law enforcement agency may contract with any law enforcement agency of another state or such state's political subdivision, to provide mutual law enforcement assistance, and

WHEREAS, there exists mutual considerations by and between Klickitat County, Washington and the City of The Dalles, Oregon in support of a law enforcement mutual assistance agreement between Klickitat County and the City of The Dalles, and

WHEREAS, it is necessary and proper that a mutual assistance agreement be entered into, among, and between the above listed counties for the mutual protection of life and property of citizens within the jurisdiction of each party, and

IT IS HEREBY RESOLVED that Klickitat County is authorized to enter into an Oregon-Washington Law Assistance Agreement by and between Klickitat County, Washington, and the City of The Dalles, Oregon.

DATED this 13th day of April, 1992.



BOARD OF COUNTY COMMISSIONERS
CLICKITAT COUNTY, WASHINGTON

Steve Burke
Chairman

John T. [unclear]
Commissioner

John [unclear]
Commissioner

ATTEST:

Thomas J. [unclear]
Ex-Officio Clerk Of the Board

APPROVED AS TO FORM:

Kevin Carlisle
Kevin Carlisle
Deputy Prosecuting Attorney
Klickitat County

BEFORE THE BOARD OF KLICKITAT COUNTY COMMISSIONERS

IN THE MATTER OF AUTHORIZING
MUTUAL ASSISTANCE AGREEMENTS
WITH SEVERAL OREGON MUNICIPALITIES
AND AUTHORIZING CHAIRMAN TO SIGN
ON BEHALF OF COUNTY BOARD OF
COMMISSIONERS

RESOLUTION NO. 06992

WHEREAS, the Board of County Commissioners on April 13 1992 resolved that Klickitat County has authority to enter into an Oregon-Washington Law Enforcement Mutual Assistance Agreement with the City of The Dalles, Oregon, and

WHEREAS, it would further the goals and the purposes of that resolution to give Klickitat County further authority to enter into Law Enforcement Mutual Assistance Agreements with additional Oregon Municipalities, now, therefore,

IT IS HEREBY RESOLVED, that Klickitat County has authority, per this resolution, to enter into agreements with additional Oregon Municipalities. The Chairman of the Board has authority to sign and enter into the City of The Dalles Agreement (of which an approved unsigned copy is attached hereto). The Chairman of the Board shall also have authority to sign any additional agreements with other Oregon or Washington Municipalities which shall be by addendum to the City of The Dalles Agreement and which shall follow the form and content of the addendum attached to the approved City of The Dalles Agreement. The Chairman's signature shall be as legal and binding on these agreements as if all members of the Board had affixed their names, but no such agreement shall be signed unless first approved by the full board of commissioners.

DATED this 13th day of April, 1992.

BOARD OF COUNTY COMMISSIONERS
KLICKITAT COUNTY, WASHINGTON

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:

[Signature]
Ex-officio Clerk of
the Board

APPROVED AS TO FORM:

[Signature]
Kevin Carlisle
Deputy Prosecuting Attorney
Klickitat County

RESOLUTION 1992 - 09

(Authorizing Skamania County to enter into an
Oregon/Washington Mutual Assistance Agreement)

WHEREAS, Skamania County has the authority to enter into an Oregon-Washington Law Enforcement Mutual Assistance Agreement with various municipalities under Chapters 39.34 and RCW 10.93 RCW; and

WHEREAS, Klickitat County, Washington and The Dalles, Oregon did enter into such an agreement on March 16, 1992 and such agreement allowed additional units of local government or public agencies in Washington and Oregon to become parties to said agreement by signing an amending statement so stating their intent to enter into said agreement; and

WHEREAS, the Skamania County Board of Commissioners believes it is in the best interest of Skamania County to enter into a an Oregon-Washington Law Enforcement Mutual Assistance Agreement;

NOW, THEREFORE, BE IT RESOLVED, that Skamania County authorized enter into the Oregon-Washington Law Enforcement Mutual Assistance Agreement and that the Chairman of the Skamania County Board of Commissioners shall have the authority to sign Exhibit A, Oregon-Washington Law Enforcement Mutual Assistance Agreement Amendment, on behalf of Skamania County;

BE IT FURTHER RESOLVED that the Skamania County Sheriff shall also be a signatory to Exhibit A;

PASSED IN REGULAR SESSION this 30th day of MARCH, 1992.

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON



Edward A. Milumy
Chairman

Kaye Masco
Commissioner

G. L. Lumbard
Commissioner

ATTEST

Gary M. Olson
County Auditor and Ex-Officio
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Prosecuting Attorney

For	<u>3</u>
Against	<u>0</u>
Abstain	<u>0</u>
Absent	<u>0</u>

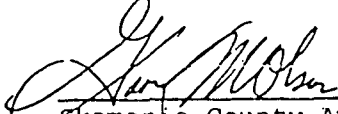
EXHIBIT AOREGON-WASHINGTON LAW ENFORCEMENT
MUTUAL ASSISTANCE AGREEMENT AMENDMENT

The undersigned municipal corporation, by appropriate action of its governing body, hereby agrees to be bound by the terms of the Oregon-Washington Law Enforcement Mutual Assistance Agreement dated March 16, 1992, a copy of which is attached hereto and incorporated herein by this reference.


Said municipal corporation further agrees to send a copy of this face page of said amendment to all current signatories of said agreement as the means of implementing this corporation's participation.

WHEREFORE, pursuant to resolution passed by the Board of County Commissioners, Skamania County, Washington, the following officials of said corporation were authorized to, and have signed this amendment on behalf of Skamania County, this 30th day of MARCH, 1992.

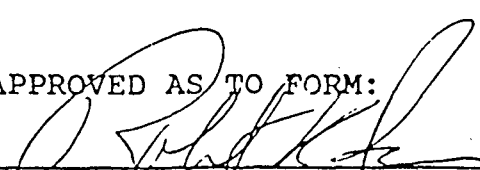
ATTEST:



Skamania County Auditor and
Ex-Officio Clerk to the Board


Chairman, Board of County Commissioners
Skamania County, Washington
Skamania County Sheriff

APPROVED AS TO FORM:


Skamania County Prosecuting Attorney

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 800812

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services 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 checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;">RATIFIED</div> <div style="text-align: center;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">R-8 May 21, 1992</div>
---	---	---

 Department Sheriff's Office Division Law Enforcement Date May 13, 1992

 Contract Originator Lt. Bill Goss Phone 251-2422 Bldg/Room _____

 Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room _____

 Description of Contract Mutual aid in critical law enforcement incidents.

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

 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

 Contractor Name City of The Dalles
 Mailing Address 313 Court Street
The Dalles, Or 97058
 Phone 296-5481
 Employer ID # or SS # _____
 Effective Date May 21, 1992
 Termination Date N/A
 Original Contract Amount \$ - 0 -
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

 Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
<input type="checkbox"/> Requirements contract - Requisition required	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:
 Department Manager K. Z. [Signature]

 Purchasing Director _____
 (Class II Contracts Only)

 County Counsel [Signature]

 County Chair/Sheriff [Signature]

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

 Encumber: Yes ☐ No ☐

Date _____

Date _____

 Date 5-13-92

 Date 5-21-92

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

CONTRACT # 800822

Meeting Date: MAY 21 1992

Agenda No.: R-9

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA with Corps of Engineers

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING May 21, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement with US Army, Corps of Engineers and the Multnomah County Sheriff's Office for the usage of gas and the Corp's building.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Larry Aab took Original IGA Contracts with him 5-21-92.

MULTNOMAH COUNTY
OREGON
1992 MAY 14 AM 11:04
SHERIFF'S OFFICE

ORIGINAL

Larry Aab -
Will send copy
of OGA & signed
Contract -

Took Originals
with him @ Mtg.
5-21-92



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800822

Amendment #

CLASS I <input type="checkbox"/> Professional Services 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 checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>R-9 5-21-92</u>
---	---	--

Department Sheriff's Office Division Law Enforcement Date May 13, 1992

Contract Originator LT. Bill Goss Phone 251-2422 Bldg/Room _____

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room _____

Description of Contract Usage of gas and Corp's building

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name US Army

Mailing Address Corps of Engineers
PO Box 2946, Portland, OR 97208-2946

Phone _____

Employer ID # or SS # _____

Effective Date May 21, 1992

Termination Date June 1, 1992

Original Contract Amount \$ 10,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address (If Different) _____

Payment Schedule

☐ Lump Sum \$ _____ ☐ Due 5/21/92 receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director [Signature]
 (Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

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

Encumber: Yes ☐ No ☐

Date _____

Date 5-14-92

Date 5-21-92

Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3102		91141	4110					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

Meeting Date: MAY 21 1992

CONTRACT # 800832

Agenda No.: R-10

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA--US Dept of Agriculture, Forest Service

AGENDA REVIEW/
BOARD BRIEFING

REGULAR MEETING May 21, 1992

(date)

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 Minutes

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

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

Ratification of Intergovernmental Agreement with U.S. Dept of Agriculture, Forest Service, to enforce Federal/State laws and regulations in the National Forest.

NOTE: CONSENT CALENDER

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER

L. J. Amundson

(All accompanying documents must have required signatures)

Original IGA Contract sent to Larry Aab 5-21-92

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 14 AM 11:44

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800832

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <div style="font-size: 2em; font-weight: bold; text-align: center;">ORIGINAL</div>	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 checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RATIFIED</div> <div style="text-align: center; font-weight: bold;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">C-10 May 21, 1992</div>
---	---	--

 Department Sheriff's Office Division Law Enforcement Date May 14, 1992

 Contract Originator Lt. Bud Johnson Phone 251-2425 Bldg/Room _____

 Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313 / 375

 Description of Contract Enforce Federal/State laws and regulations in the National Forest.

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

 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

 Contractor Name U.S. Dept of Agriculture
Forest Service
 Mailing Address 2955 NW Division
Gresham, OR 97030

 Phone Attn: Mike Powers

Employer ID # or SS # _____

 Effective Date May 21, 1992

 Termination Date September 7, 1992

 Original Contract Amount \$33,598.10

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:
 Department Manager [Signature]

 Purchasing Director
 (Class II Contracts Only) [Signature]

 County Counsel [Signature]

County Chair/Sheriff _____

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

 Remittance Address _____
 (If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

 Encumber: Yes ☐ No ☐

Date _____

Date _____

 Date 5-19-92

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	100	025	3311			2003						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

 WHITE - CONTRACT ADMINISTRATION
 421/1st Flr

CANARY - INITIATION

 GREEN - FINANCE
 106/1430

ATTACHMENT VII

ORIGINAL

MULTNOMAH COUNTY

JOINT OPERATION AND FINANCIAL PLAN

1992

Reimbursable service request by the Forest Service, made and agreed to this 3rd day of March, 1992, by and between the Service and the Multnomah County Sheriff, becomes a part of the agreement between said parties dated May 19, 1986.

1. Assignment of one Deputy Sheriff, fully equipped, with motor vehicle, to patrol National Forest lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area (NSA). The patrol will concentrate on National Forest picnic areas, campgrounds, vehicle parking areas, trailhead and other more dispersed recreation areas. suggested patrol routes are outlined in attachment A and B of this plan.

Patrol routes identified in attachments A and B are guidelines. Routes may be varied at the discretion of the cooperating Deputy in order to effectively deal with problems at other locations as problems develop.

Forest patrols will begin May 21, 1992 and end September 7, 1992. The tour of duty May 21, through September 7, will be 10 hours each day on Thursday, Friday, Saturday, and Sunday of each week, as well as national holidays on May 25, July 4 and September 7, 1992.

Each duty tour should begin between 10 A.M., and 2 P.M., however, daily work hours may be varied after mutual agreement between the Cooperators representative and the Services Contracting Officers Representative.

The Service requests the cooperating Deputy check in with the Columbia Gorge Ranger District at the beginning of each duty tour, in person, or by radio.

2. When requested by the Service, the Cooperator agrees to dispatch additional Deputies, as necessary, within manpower capabilities, to unforeseen, or emergency situations. These situations may include fire camp security and patrols. Any fire duty will be paid separately from this agreement.

800832

3. Cooperator personnel assigned to duties in items 1, and 2 above, will be state certified law enforcement officers, or category 1 reserve officers employed by and responsible to the Multnomah County Sheriff.

4. Cooperator agrees to provide for the enforcement of State of Oregon and other local laws and regulations, which relate to the protection of the recreating public and their property.

5. It is understood by both parties that there will be patrol related and other activities, which will impact the Cooperating Deputy's time and cause him to be away from the patrol route (court, reports, or responding to incidents off the National Forest). No adjustment to this plan will be required so long as the activities are held to a reasonable minimum.

6. Rate schedule for reimbursable service: for the service identified in item 1 above, the service agrees to reimburse the Cooperator at the rate of \$49.67 per hour for the period May 21, 1992 through June 30, 1992 and \$51.66 per hour for the period July 1, 1992 through September 7, 1992. Holiday overtime rates, which apply are as follows: May 25, 1992, \$49.67 per hour; July 4, 1992, \$51.66 per hour; and September 7, 1992, \$51.66 per hour. Total reimbursement for the service is \$33,598.10.

For services identified in item 3 above, the service agrees to reimburse the Cooperator on an actual cost basis, which will include salaries, other payroll expenses, administration costs, and equipment use and supplies.

Total amount to be paid under the terms of this operating plan cannot exceed \$34,000.00

7. Itemized billings for reimbursement will be furnished at the end of each county accounting period, along with a certification the services have been performed.

The Cooperator agrees to furnish copies of the Deputy's daily activity log sheets, which will contain sufficient information for an understanding of the Deputy's activities and the time periods covered. The Cooperator also agrees to complete a Cooperative Law Enforcement Activity Report (form 5300-5) at the end of each month. A supply of the required form will be provided to the Cooperator by the Service.

Itemized billings, copies of the Deputy's daily log sheets and completed form 5300-5 will be sent to the Forest Supervisor, Mt. Hood National Forest, 2955 N.W. Division, Gresham, Oregon 97030.

8. It is agreed that search and rescue within the Columbia Gorge Ranger District and the portion of the Columbia River Gorge National Scenic Area within Multnomah County, is the responsibility of the Multnomah County Sheriff. It is also agreed that the role of the Deputy assigned to the duties described in item 1 above, is to take initial action on search and rescue incidents and to coordinate subsequent (short-term) activities.

9. The Service will furnish one radio for the use of the Deputy identified in item one. The Cooperator will service and maintain the radio to insure it is in good working order. The Service will retain ownership of the radio. The following described radio has been provided to the Cooperator:

One 16 channel Phoenix mobile radio serial number 4420825

10. Designated representatives: The following persons are designated by the Service to make, or receive requests for service under this agreement.

Mike Powers, Special Agent, Contracting Officers Representative, Mt. Hood National Forest, Office 666-0700, Home 655-2629.

The Forest Supervisors Fire Management 24 hour emergency telephone answering service, 667-6410, is available for use in emergencies.

The following persons are designated as contact persons or inspectors:

Mickey Lehen, Law Enforcement Officer, office 695-2276 or 386-2333.

Terry Brown, Fire Management Officer, office 695-2276.

Mike Boynton, Archologist, CRGNSA, office 386-2333.

The following persons are designated by the Cooperator to make, or receive requests for service under this agreement.

Chief Randy Amundson, Multnomah County, Office 255-3600, ext. 401.

Lt. Bud Johnson, Multnomah County, Office 251-2425.

Sgt. Bob Boertien, Multnomah County, Office 255-3600, ext. 340.

800832

JOINT OPERATING AND FINANCIAL PLAN
1992

Multnomah County Sheriff's Office and
Forest Service

Plan Approval

FOREST SERVICE

By _____
Forest Supervisor

Date _____

COOPERATOR

By _____
Bob Skipper

Date _____

Reviewed:

Laurence Kressel, County Counsel
for MULTNOMAH COUNTY, OREGON

By *Sandy Duffy* (for)
Sandy Duffy
Assistant County Counsel

RATIFIED

Multnomah County Board
of Commissioners

R-10 5-21-92

ATTACHMENT A

Patrol route A----to be patrolled daily.

The Scenic Highway to Eagle Creek, Larch Mountain area, and the Camp A Loop with special attention paid to the following:

1. Wahkeena Falls, trailhead and picnic area.
2. Multnomah Falls, vistas and parking areas.
3. Oneonta Trailhead, parking area.
4. Horsetail Falls Trailhead, parking area.
5. Nesmith Trailhead, parking area.
6. Tanner Creek Road, parked vehicles.
7. Eagle Creek Trailhead, picnic area and overnight area.
8. Overlook, adjacent camping and parking areas.
9. Larch Mountain, parking areas, Camp A Loop (if open) and picnic areas.

800832

ATTACHMENT B

Patrol route B--secondary route to be patrolled once each week.

Route includes dispersed recreation locations along the Bonneville powerline right-of-way road from Larch Mountain to Gordon Creek road. If this area has been closed by the Forest Service and Bonneville, the patrol will only involve checking the gates at road 1509 and road 20.

Meeting Date: MAY 21 1992

Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Notice of Intent - Grant Application for Day Reporting Center

AGENDA REVIEW/

BOARD BRIEFING

(date)

REGULAR MEETING May 21, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Executive

CONTACT Larry Aab, Executive Assistant

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Larry Aab

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

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

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

Notice of Intent to apply for \$2.6 million from the Edward Byrne Memorial State and Local Law Enforcement Assistant Program for Fiscal year 1992.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper Sr.

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1992 MAY 14 AM 10:06
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

NOTICE OF INTENT

Date: 5/13/92

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Sheriff's Office --- Larry Aab, Executive Assistant

GRANTOR AGENCY: Bureau of Justice Assistant

BEGINNING DATE OF GRANT: July 1, 1992

PROJECT TITLE: Multnomah County Day Reporting Center

PROJECT DESCRIPTION/GOALS: Implement one or more correctional options designed
to have greatest impact on youthful offenders, 18-25.

PROJECT ESTIMATED BUDGET:

Direct/Indirect

FEDERAL SHARE	\$2,421,819	178,181	<u>75</u> %
STATE SHARE	\$	/	%
COUNTY SHARE	\$767,411/	99,255	<u>25</u> %
TOTAL	\$,189,230	277,436	<u>100</u> %

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc.) During Stage I & II, the development stages, the County's share will be small portions of Sheriff's Office Fiscal & Planning staff time and indirect costs on the development costs charged to the grant which are to be appropriated out of the general fund. No determination has been made on what match cost will pay for during Stage III, implementation stage.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE _____ DEPARTMENT XX IF DEPT. REPORTS, INDICATE REASONS

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)

18 months. Ratio included above.

ADVANCE REQUESTED _____ YES XX NO, IF NOT, INDICATE REASON(S).

RECEIPT OF FUNDS WILL BE DEPOSITED TO ~~XXXXXX~~ U.S. Bank OR WIRED DIRECTLY _____. IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification) FULL TIME FRINGE TOTAL

Project Director
Operations Director
Field Supervisor
Clerical
Program Analyst

(please see attached)

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

(please see attached)

COMMENTS

Grant Manager

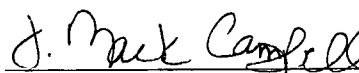


Grant Manager Signature

5/13/92

date

Budget Division

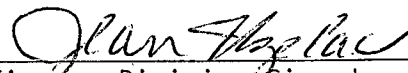


Budget Division Signature

5-13-92

date

Finance Division



Finance Division Signature

5-13-92

date

Employee Relations

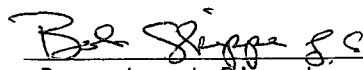


Employee Relations Signature

5-13-92

date

Department Director



Department Director Signature

5-13-92

date

5/13/98

COSTS FOR STAGE I AND II

05/05/92

JBTITLE	BASE	FRINGE	INSUR. BENEFITS	TOTAL	VAR INS RATE	FIXED INSUR	RETIRE/ FICA RATE	FTE	HOUR RATE	
DIRECT COSTS										
<i>1992-93 Fiscal Year:</i>										
Administrative Analyst	16,571	4,494	3,185	24,250	0.0725	1,983	0.2712	0.500	15.93	
Program Development Specialist	15,901	4,312	2,977	23,191	0.0625	1,983	0.2712	0.500	15.29	
Program Development Technician	12,447	3,376	2,761	18,583	0.0625	1,983	0.2712	0.500	11.97	
Corrections Sergeant	10,547	3,704	1,718	15,969	0.0689	992	0.3512	0.250	20.28	9 Months
Probation Officer/Lead	8,150	2,210	1,501	11,862	0.0625	992	0.2712	0.250	15.67	9 Months
Sub Total	63,616	18,096	12,142	93,854				2.000		
<i>1993-94 Fiscal Year:</i>										
Administrative Analyst	0	0	0	0	0.0762	0	0.2848	0.000	16.73	
Program Development Specialist	0	0	0	0	0.0656	0	0.2848	0.000	16.05	
Program Development Technician	0	0	0	0	0.0656	0	0.2848	0.000	12.57	
Corrections Sergeant	0	0	0	0	0.0723	0	0.2848	0.000	21.30	
Probation Officer/Lead	0	0	0	0	0.0656	0	0.2848	0.000	16.46	
Sub Total	0	0	0	0				0.000		
Total	63,616	18,096	12,142	93,854				2.000		
Hiring Costs - Sergeant				1,040						
Hiring Costs - Other 4 employees				2,000						
Uniform for Sergeant				500						
Office Equipment				3,000						
5 PCs with all related hardware/software				20,000						
Supplies				1,250						
Total Direct Costs				121,644	75.00%					
MATCH COSTS										
<i>1992-93 Fiscal Year:</i>										
Fiscal Specialist/Senior	1,720	466	300	2,486	0.0725	175	0.2712	0.050	16.41	
Program Development Spec./Senior	4,404	1,194	1,108	6,706	0.0725	789	0.2712	0.125	16.48	
Corrections Sergeant	5,903	2,073	1,082	9,059	0.0689	676	0.3512	0.125	22.01	
Program Development Specialist	3,791	1,028	757	5,576	0.0689	496	0.2712	0.125	14.47	
Programmer Analyst 2	2,673	725	314	3,712	0.0625	147	0.2712	0.075	17.00	
Sub Total	18,490	5,487	3,561	27,538				0.500		
<i>1993-94 Fiscal Year:</i>										
Fiscal Specialist/Senior	0	0	0	0	0.07617	0	0.2848	0.000	17.23	
Program Development Spec./Senior	0	0	0	0	0.07617	0	0.2848	0.000	17.31	
Corrections Sergeant	0	0	0	0	0.07235	0	0.3688	0.000	23.11	
Program Development Specialist	0	0	0	0	0.07235	0	0.2848	0.000	15.19	
Programmer Analyst 2	0	0	0	0	0.06563	0	0.2848	0.000	17.85	
Sub Total	0	0	0	0				0.000		
Total Personnel	18,490	5,487	3,561	27,538				0.500		
Indirect Costs				13,009						
Total Match Costs				40,547	25.00%					

Exhibit A

Day Reporting Center

Personnel

M&S-cap

Personnel

DAY
Reporting Center

5/13/92

COSTS FOR STAGE III - DEVELOPMENT TEAM ONLY

05/05/92

JBTITLE	BASE	FRINGE	TOTAL	INSUR. BENEFITS	TOTAL	VAR INS RATE	FIXED INSUR	RETIRE/ FICA RATE	FTE	HOURLY RATE
DIRECT COSTS										
1992-93 Fiscal Year:										
Administrative Analyst	16,571	4,494	21,065	3,185	24,250	0.0725	1,983	0.2712	0.500	15.93
Program Development Specialist	15,901	4,312	20,214	2,977	23,191	0.0625	1,983	0.2712	0.500	15.29
Program Development Technician	12,447	3,376	15,822	2,761	18,583	0.0625	1,983	0.2712	0.500	11.97
Corrections Sergeant	21,094	7,408	28,502	3,436	31,938	0.0689	1,983	0.3512	0.500	20.28
Probation Officer/Lead	16,301	4,421	20,722	3,002	23,723	0.0625	1,983	0.2712	0.500	15.67
Sub Total	82,313	24,011	106,324	15,361	121,685				2.500	
1993-94 Fiscal Year:										
Administrative Analyst	17,399	4,955	22,354	3,447	25,801	0.0762	2,122	0.2848	0.500	16.73
Program Development Specialist	16,696	4,754	21,451	3,218	24,668	0.0656	2,122	0.2848	0.500	16.05
Program Development Technician	13,069	3,722	16,791	2,979	19,770	0.0656	2,122	0.2848	0.500	12.57
Corrections Sergeant	22,149	6,307	28,456	3,724	32,180	0.0723	2,122	0.2848	0.500	21.30
Probation Officer/Lead	17,116	4,874	21,990	3,245	25,235	0.0656	2,122	0.2848	0.500	16.46
Sub Total	86,429	24,612	111,041	16,613	127,654				2.500	
Total	168,742	48,622	217,365	31,974	249,339				5.000	
Supplies					1,750					
Total Direct Costs					251,089	75.00%				
MATCH COSTS										
1992-93 Fiscal Year:										
Fiscal Specialist/Senior	1,720	466	2,186	300	2,486	0.0725	175	0.2712	0.050	16.41
Program Development Spec./Senior	4,404	1,194	5,598	1,108	6,706	0.0725	789	0.2712	0.125	16.48
Corrections Sergeant	5,903	2,073	7,976	1,082	9,059	0.0689	676	0.3512	0.125	22.01
Program Development Specialist	3,791	1,028	4,819	757	5,576	0.0689	496	0.2712	0.125	14.47
Programmer Analyst 2	2,673	725	3,398	314	3,712	0.0625	147	0.2712	0.075	17.00
Sub Total	18,490	5,487	23,977	3,561	27,538				0.500	
1993-94 Fiscal Year:										
Fiscal Specialist/Senior	1,805	514	2,320	325	2,644	0.0762	187	0.2848	0.050	17.23
Program Development Spec./Senior	4,624	1,317	5,940	1,196	7,137	0.0762	844	0.2848	0.125	17.31
Corrections Sergeant	6,198	2,286	8,484	1,171	9,655	0.0723	723	0.3688	0.125	23.11
Program Development Specialist	3,981	1,134	5,114	818	5,933	0.0723	530	0.2848	0.125	15.19
Programmer Analyst 2	2,806	799	3,606	341	3,947	0.0656	157	0.2848	0.075	17.85
Sub Total	19,415	6,049	25,464	3,852	29,316				0.500	
Total Personnel	37,905	11,536	49,441	7,414	56,855				1.000	
Indirect Costs					26,853					
Total Match Costs					83,707	25.00%				
Total Budget					334,796	100.00%				

Personnel

Materials &
Sew - cap.

Personnel



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Gladys McCoy, County Chair
Board of County Commissioners

FROM: J. Mark Campbell, Budget Analyst *Mark*

DATE: May 15, 1992

SUBJECT: Day Reporting Center Grant Application

1992 MAY 15 PM 2 03
CLERK OF COUNTY
MULTNOMAH COUNTY
OREGON

On Thursday, May 21st, you will be asked to approve a Notice of Intent to apply for a grant which will fund a proposed **Day Reporting Center** in Multnomah County. After reviewing the grant application materials I have some questions and concerns regarding the advisability of the County's acceptance of this grant.

In fairness to both the Sheriff's Office and Department of Community Corrections, it is my understanding that the application process was intentionally designed to be vague and, in fact, local governments were discouraged from submitting detailed spending plans. Nonetheless, that we would essentially be given a \$2.6 million "blank check" is somewhat troubling to me. The concerns I have raised are not intended in any way to reflect upon the merits of the Day Reporting Center concept. However, I believe the Board needs to consider the potential consequences of accepting this grant.

Funding for the Day Reporting Center is being sought through the U.S. Justice Department, Bureau of Justice Assistance (BJA). In FY 1991-92, Congress authorized \$10.4 million under the Edward Byrne Memorial State and Local Law Enforcement Assistance Program. According to the Sheriff's Office four jurisdictions will each be awarded a **\$2.6 million dollar grant**. The grant also requires the selected jurisdictions to **match 25%, or \$866,000**, of the grant award from local sources. In response to Commissioner Anderson's question as to whether they would consider an application for a smaller award, BJA has stated that they wish to ensure "full funding" for four demonstration projects in the area of intermediate corrections sanctions.

Given all that as background my concerns regarding the grant application relate to the following issues/questions.

1. Nearly \$3 Million of the Program Costs Are Unidentified in the Grant Application.

This grant is established in three stages:

- ▶ Stage I - Program Planning
- ▶ Stage II - Program Development
- ▶ Stage III - Program Implementation

The Sheriff's Office is apparently at a point where they can identify costs which would be associated with Stages I and II. The Notice of Intent identifies \$496,897 of direct and matching costs which could be applied against the grant. This includes portions of the salaries of nine existing staff positions.

Presumably, then, most of the cost borne by this project will relate to implementation. Understanding the open-ended nature of this particular grant application, the fact remains that the Board is being asked to commit to the addition of a \$3 million program without knowing what shape that program may take.

2. How Will the Matching Funds Be Applied?

The BJA indicates the 25% match can be "in-kind" services. The grant application has already identified some in-kind costs through its detailing of Stages I and II. Other possible matching costs include building space in an existing county facility, existing programs (ie. Close Street Supervision) and General Fund revenues (ie. Probation Fees). At this point, I believe it is also the intent of the MCSO to consider indirect costs as in-kind match.

I believe the "in-kind" allowance is BJA's attempt to minimize the out of pocket costs which jurisdictions would otherwise have to bear. This definition, though, triggers several concerns related to the proposals outlined in the grant application.

- ▶ If existing County programs are considered as in-kind match, do they become a part of the Day Reporting Center? And, if so, would the General Fund be asked to pick up the costs of operating a replacement program?
- ▶ Does any revenue source identified as match become the proprietary interest of the grant?
- ▶ Indirect costs associated with this grant would be approximately \$300,000 - to the best of my knowledge BJA grants allow payment of indirect costs. This revenue is designed to provide support for infrastructure costs. Thus, if they were considered as in-kind the Board would be waiving this potential General Fund revenue source.

3. How Many New Staff Will Need to Be Hired to Implement the Day Reporting Center?

Again, because the County is not required to have a plan in place, this is a difficult question to answer. A rough estimate, based on the percentages referred to in the grant application, would suggest that approximately 25-30 new positions would be required to staff the program. Given that these positions have yet to be identified, how realistic is it that a Day Reporting Center would be in place by the time the grant expires?

4. What Type of Facility Would the Program Require?

The grant application allows that the program could be housed in an existing County facility and would, thus, be considered as in-kind match. The proposal has tentatively identified approximately \$60,000 as the facility cost. However, if the program were not housed in an existing County facility it is likely that lease costs could be in the range of several hundred thousand dollars. I do not have any information to indicate where such a facility would be located, but if the County were required to lease space it would necessarily reduce the amount which could be applied to direct services.

5. What is the Prospect for Outside Funding Beyond the Initial Grant Period?

This is probably the largest single concern I have related to this grant application. I have been told that a provision exists whereby jurisdictions which are awarded funding under this program are eligible for reconsideration at the end of the initial 18 month period. Even if this is true the grant, as I understand it, is designed to set up four "demonstration" projects nationwide. The award of this grant is based on the local government's willingness to continue the project after it is "up and running." Perhaps the largest single reason for the Budget Office's reservation is that we do not have, for the foreseeable future, the resources to continue a new, \$3 million program on an on-going basis.

I believe the Sheriff's Office and Community Corrections staff have done an excellent job in putting together a grant proposal with what appears to have been little direction. The guidelines under which we are competing for this grant are sufficiently broad as to make one wonder what criteria the BJA will use in choosing among the various proposals. Should you have any questions related to the concerns I have outlined above, I will be available to answer questions at the Board's Informal meeting on Tuesday.

cc: Larry Aab
Cary Harkaway
Hank Miggins
Mark Murray
Dave Warren

5-21-92
R-11

MULTNOMAH COUNTY DAY REPORTING CENTER

MULTNOMAH COUNTY SHERIFF'S OFFICE

BOB SKIPPER, SHERIFF

Application for Federal Funds Under the
Edward Byrne Memorial State and Local Law Enforcement Assistance Program
for Fiscal Year 1992

MULTNOMAH COUNTY DAY REPORTING CENTER

MULTNOMAH COUNTY SHERIFF'S OFFICE

BOB SKIPPER, SHERIFF

**Application for Federal Funds Under the
Edward Byrne Memorial State and Local Law Enforcement Assistance Program
for Fiscal Year 1992**

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Letter from Bob Skipper, Multnomah County Sheriff

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Part 2. Objectives and Need for Assistance page 11

Part 3. Results and Benefits Expected page 19

Part 4. Approach and Program Strategy page 21

Part 5. Budget Narrative page 31

Appendix:

- *Application for Federal Assistance
(Standard Form 424)*
 - *Budget Information (Form 424A)*
 - *Exhibit A: Budget Detail*
 - *Disclosure of Lobbying Activities (SF-LLL)*
 - *Certification of Drug-Free Work Place*
 - *Accounting System and Financial Capability
Questionnaire (Form 7120)*
-



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

May 11, 1992

Ms. Sylvia Sutton
Program Manager, Corrections Branch
Bureau of Justice Assistance
Central Control Desk, Room 1058-E
633 Indiana Ave., N.W.
Washington, D.C. 20531

Dear Ms. Sutton:

The Sheriff's Office of Multnomah County, Oregon, in conjunction with the Multnomah County Department of Community Corrections, is pleased to submit to you a grant application for a day reporting center to be located in Portland, Oregon. This grant is being applied for under the Bureau of Justice Administration's (BJA) Edward Byrne Memorial State and Local Law Enforcement Assistance Program.

The Multnomah County Sheriff's Office is committed to developing a corrections continuum which will include intermediate sanctions such as a day reporting center. Our goal is to implement one or more corrections options designed to have the greatest impact on youthful offenders, ages 18 to 25, who can be punished more effectively in an environment other than a traditional corrections facility.

The State of Oregon and Multnomah County share in this commitment. For example, Oregon's Criminal Justice Services Division, the state agency responsible for developing Oregon's crime control strategy, recently notified the Multnomah County Department of Community Corrections that it will recommend funding intermediate sanctions that target probation violators, who are now the responsibility of the Department of Community Corrections. This recommendation illustrates Oregon's state-wide inter-agency commitment to intermediate sanction programs.

Thank you for your consideration of this application. If I can provide you with any further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Bob Skipper".

Bob Skipper,
Sheriff

**Multnomah County Day Reporting Center
Grant Proposal Abstract**

Project Title:	Multnomah County Day Reporting Center
Lead Applicant:	Multnomah County Sheriff's Office 12240 NE Glisan Portland, Oregon 97230 (503) 251-2489
Co-applicant:	Multnomah County Department of Community Corrections 421 SW 5th Avenue, Suite 600 Portland, Oregon 97204 (503) 248-3980
Project Director:	William T. Wood, Commander Corrections Branch Programs Division Multnomah County Sheriff's Office 1120 SW 3rd Avenue Portland, Oregon 97204 (503) 248-3256
Contact Person:	Larry Aab, Manager Management & Fiscal Services Unit Multnomah County Sheriff's Office 12240 NE Glisan Portland, Oregon 97230 (503) 251-2489
Program Description:	Applicant intends to establish in Multnomah County, Oregon, a day reporting center which implements one or more correctional options designed to have the greatest impact on youthful offenders, ages 18-25, who can be punished more effectively in an environment other than a traditional correctional facility.

Multnomah County Day Reporting Center Grant Proposal Abstract (cont.)

Program Approach:

Stage I - Program Planning Identify youthful offender target population requiring supervision and assess adequacy of existing correctional system in Multnomah County.

Stage II - Program Development Identify and select one or more corrections options to use; prepare an operations manual for the day reporting center; prepare implementation plan.

Stage III - Program Implementation Implement the plan.

Results Expected:

- Reduced population in Multnomah County's jails
- More sufficient options for sentencing courts
- Reduced recidivism among youthful offenders
- Better supervised probation clients

Organizational Capability:

The Multnomah County Sheriff's Office is a nationally-recognized law enforcement agency that provides a full array of criminal justice services in Oregon's most populous urban area.

The Multnomah County Sheriff's Office operates five local correctional facilities, three of which are fully accredited by the American Correctional Association, and two highly successful release programs: Close Street Supervision (pre-trial) and Intensive Supervision Program (sentenced offenders).

The Multnomah County Department of Community Corrections supervises nearly 10,000 offenders in Multnomah County, operates several innovative treatment and community service programs, and has a rich background in managing large federal grants.

Budget:

Total project cost: \$3,466,666
BJA Grant Funds: \$2,600,000
Local Match Funds: \$ 866,000

Introduction

The Multnomah County Sheriff's Office (MCSO), in Portland, Oregon, in cooperation with the Multnomah County Department of Community Corrections (DCC), desires to establish a day reporting center which implements one or more correctional options designed to have the greatest impact on youthful offenders, ages 18-25, who can be punished more effectively in an environment other than a traditional correctional facility.

Multnomah (mŭlt-nō'-măh) County is Oregon's smallest county in size (465 square miles), but largest in population (600,000). Multnomah County encompasses the state's largest and fourth-largest cities: Portland and Gresham. Essentially, Multnomah County is an urban county facing urban problems, not the least of which is crime and its effect on the community.

The County is governed by a five-member Board of County Commissioners, consisting of a Chair (executive officer) elected at-large, and four commissioners, elected by district. Other county elected officials include the Multnomah County Sheriff, the District Attorney, and the County Auditor, each of whom is elected at large. All county elected officials serve four-year terms.

Multnomah County provides a wide range of criminal justice and social services for its residents. Under an option permitted by state law, the county is responsible for all probation and parole services in the county. Pursuant to a provision of the county's "home rule" charter, the Multnomah County Sheriff has "sole administration of all county jails and correctional institutions located in Multnomah County."

Multnomah County also is the primary provider of essential social services to 600,000 county residents. These services include community health, mental health, alcohol and drug treatment, youth program services, and aging services.

Like most American urban areas, Multnomah County faces economic and social problems that strain the community's ability, without federal assistance, to cope with the ever-increasing burden to address these difficulties. Prison and jail overcrowding, high recidivism rates, and rampant drug use among repeat offenders typify the hurdles facing criminal justice officials in Multnomah County.

In spite of these problems, Multnomah County is committed to providing for its residents an effective continuum of justice services. An integral component of the county's approach to justice services is the constructive use of intermediate sanctions for youthful offenders whose criminal history can be attributed to drug use.

Part 1. Organizational Capability

Multnomah County Sheriff's Office: Overview

The Multnomah County Sheriff's Office is a nationally-recognized law enforcement agency that delivers a full range of criminal justice services in Multnomah County. The agency is divided into three branches: Enforcement, Services, and Corrections.

MCSO's **Enforcement Branch** consists of four divisions: Community Policing, Special Investigations, Uniform & Investigations, and Civil.

MCSO's **Services Branch** is responsible for the management of the following units: Personnel, Training, Management & Fiscal Services, Office Automation, Information Systems and Equipment.

MCSO's **Corrections Branch** consists of three divisions: Facilities, Support, and Programs. Corrections Branch administration provides policy direction, management, and monitoring of the County's five correctional facilities, corrections operations, programs, inmate supervision activities and support functions.

Multnomah County Department of Community Corrections: Overview

The Multnomah County DCC enhances public safety and promotes the reformation of offenders in the community through an integrated array of supervisory, rehabilitative and enforcement interventions.

The DCC is divided into four Divisions: Diagnostic & Program Development, Probation/Parole Field Services, Specialized Programs & Services, and Administrative Services.

The DCC's **Diagnostic & Program Development Division** provides diagnostic and referral services through the delivery of pretrial, presentence investigation, and intake functions. This division plans, manages, and evaluates correctional programs and contracts for pre-sentenced and sentenced adult offenders.

The **Probation/Parole Field Services Division** provides supervision of approximately 10,000 offenders in Multnomah County — approximately 1,900 misdemeanants and more than 8,000 felons. Supervision involves monitoring offenders' behavior in the community to prevent recidivism, making home and collateral contacts, involving offenders in meaningful activities including full-time employment, counseling offenders and programming them for treatment as needed, and using all available alternatives before recommending incarceration for violations.

DCC' **Specialized Programs & Services Division** provides innovative programs and services appropriate to the specialized needs of offenders. These services include alternative sanctions, specialized case management, and utilization of treatment alternatives to support the courts and other supervision programs.

The **Administrative Services Division** provides centralized administrative support and coordination for the Department. Functional areas within this Division include: fiscal management and control, personnel management, policy and procedure development, employee safety, and budget development.

Both the Multnomah County Sheriff's Office and the Multnomah County Department of Community Corrections have proven their organizational capability through demonstrated excellence in the following areas:

- *Experience in Managing Programs and Facilities*
- *Experience in Siting Programs and Facilities*
- *Experience with Intermediate Sanctions*
- *Experience in Fiscal Management*

Experience in Managing Programs and Facilities: MCSO

MCSO's **Corrections Branch Facilities Division** operates the following correctional facilities:

- **Multnomah County Detention Center (MCDC):** a 476-bed detention center, opened in 1983, located within the 12-story Justice Center in downtown Portland. The MCDC is fully accredited by the American Correctional Association (ACA).
- **Multnomah County Inverness Jail (MCIJ):** a 514-bed local correctional facility, opened in 1988, and expanded in 1991 to its present capacity. The MCIJ is also fully accredited by the ACA. MCIJ is home to the Inmate Work Crew program, which provided more than 215,000 hours of inmate public service work since the program began in 1989.

- **Multnomah County Correctional Facility (MCCF):** a 190-bed minimum security facility, located in east Multnomah County. MCCF is currently undergoing ACA accreditation, which is expected to be complete by the end of 1992.
- **Multnomah County Restitution Center (MCRC):** a 120-bed capacity residential work release center, located in downtown Portland. In operation since February, 1987, MCRC is a program-based correctional facility which also is fully accredited by the ACA.
- **Court House Jail (CHJ):** a 70-bed jail located on the 8th floor of the Multnomah County Courthouse. Formerly the County's booking facility (before the MCDC), the CHJ now holds medium security prisoners, and continues to serve as a staging area for inmates going to court.

The **Corrections Branch Support Division** provides property control at correctional facilities, laundry and commissary services, warrant and detention records functions, court room and facility security and transport services.

The **Corrections Branch Programs Division** administers services programs (e.g. counseling, self-improvement, drug and alcohol rehabilitation, GED, law library), jail housing classification, jail population release, inmate disciplinary hearings, inmate work release and two non-custody supervision programs: Close Street Supervision and Intensive Supervision.

Experience in Managing Programs and Facilities: DCC

The Department of Community Corrections operates the Forest Project work camp and the ADAPT program for pregnant, female offenders. Both DCC programs have received awards from the National Association of Counties.

The Department worked with Volunteers of America and Oregon's Office of Alcohol and Drug Programs to develop and manage residential treatment programs that meet stringent standards for alcohol and drug therapy and facility operation. The Department continues to provide technical assistance and training to the contract service provider.

Experience in Siting Programs and Facilities: MCSO and DCC

Within the past ten years, the Multnomah County Sheriff's Office has sited three new correctional facilities: two in downtown Portland (MCDC and MCRC), and one in an industrial park (MCIJ). Anyone familiar with the maze of government processes and citizen concerns over siting jails can appreciate the effort required to site but one jail.

A stellar example of this process lies in the recent history of the Multnomah County Restitution Center. As a prerequisite to opening the center, the Sheriff's Office endured six months of public hearings on siting this residential work release center in a downtown hotel that had been forfeited to the County. Public opposition to siting the MCRC was heated at times. At one point MCRC opponents appealed to the state's Land Use Board of Appeals — although that appeal was eventually dismissed. Following a final, 8-hour public hearing, the MCRC opened in February, 1987, at less than its full operating capacity.

Two years later, in February, 1989, the Sheriff's Office sought to expand MCRC operations to its full, 120-bed capacity. Public notice was given as required. Business leaders and private citizens again responded to voice their opinions on having a residential work release center, staffed by uniformed MCSO personnel who manage scores of jail inmates, in their neighborhood. Although well-attended, the 1989 public hearing lasted only thirty minutes, during which time only one citizen voiced opposition to the facility. The balance of those attending this public hearing were there not to oppose the facility, *but to urge its expansion!*

Of course, MCSO did not "site" the MCRC or other facilities on its own. Instead, each effort required the unwavering support and commitment of federal, state, and local governments, and citizen involvement groups. Together, the community moved each project through to completion. As a result, the Multnomah County Sheriff's Office now operates three fully accredited facilities — which did not exist ten years ago — in the heart of Portland's civic and business communities.

The Department of Community Corrections has located corrections programs in Multnomah County neighborhoods by working closely with citizen groups and non-profit agencies. DCC's residential centers, parole transition housing, and women's transitional programming are examples of DCC's ability to interact positively with the community.

Experience with Intermediate Sanctions: MCSO

The Multnomah County Sheriff's Office has demonstrated its commitment to and experience in intermediate sanctions through its operation of three successful programs mentioned on page 4: the Multnomah County Restitution Center, Close Street Supervision, and Intensive Supervision.

Multnomah County Restitution Center

As noted above, the Multnomah County Restitution Center (MCRC) is a fully accredited, 120-bed capacity, program-based correctional facility located in downtown Portland. The center is staffed with uniformed MCSO Corrections Officers, who maintain safety and security of the Center, and Program Division Corrections Counselors who provide a wide range of program services to MCRC residents. The MCRC program is actively involved with the community through the use of volunteers, and by the facility residents performing work activity in and for the community.

A critical component of the MCRC operation is the Intake Screening Committee, consisting of five individuals: two citizens from the immediate neighborhood, the Corrections Counselor who initially interviews the inmate candidate, the MCRC Facility Sergeant, and the MCRC Program Supervisor. In addition, a Citizens' Advisory Committee provides advice to the Center's administrator, and in turn, provides information to the community regarding the Center.

In 1991, the Intake Screening Committee reviewed 861 applicants, accepting 797 or 93% of those presented for placement. MCRC terminated 782 residents in 1991, with 611 or 78% of those terminating successfully.

In 1991, MCRC residents paid \$210,825 in room and board fees. Residents also paid \$43,913 in court ordered restitution, treatment and probation fees, and \$231,686 in court-ordered family support.

Close Street Supervision

This innovative pre-trial release program provides close supervision in the community for felony defendants released on supervised conditional recognizance. Referrals for consideration to the program are made by the court, which also must approve the actual release of the defendant to Close Street Supervision.

Close Street Supervision staff investigate and interview all clients referred by the court. The staff investigation considers the client's danger to the community, and the likelihood that the person will appear in court as ordered.

All persons considered for Close Street Supervision have been considered for, but denied, less-supervised release programs. Nevertheless, the program has nearly an 80% success rate — a remarkable feat considering the program deals exclusively with inmates who otherwise fail the criteria for all other forms of pre-trial release.

Close Street Supervision is staffed with veteran MCSO Corrections Officers, whose experience working in the jails proves invaluable while working with pre-trial release clients in the community.

In 1991 Close Street Supervision accepted 446 new clients into the program, while terminating 448 prior clients. Reasons for termination in the program are as follows:

Successful Completion	353	(79%)
Unsuccessful Completion	95	(31%)
Noncompliance	66	(15%)
Failure to Appear	25	(6%)
New Arrest	4	(-1%)

Intensive Supervision Program

MCSO's Intensive Supervision Program (ISP) is a pre-release program which provides highly monitored supervision during the last portion of an inmate's jail sentence. The program serves as a transition period wherein selected inmates are released early from jail to community supervision. Potential clients are referred for ISP consideration by facility counselors, attorneys, probation officers and the court.

Criteria for acceptance into Intensive Supervision are based upon the inmate's:

- Local community residency
- Prior criminal history
- Attitude and Mental Stability
- Institutional behavior, and
- Positive recommendation from Probation Officer

In 1991 MCSO's Intensive Supervision Program accepted 74 new clients, while terminating 189 prior clients. Reasons for termination in the program are as follows:

Successful Completion	146	(77%)
Unsuccessful Completion	43	(23%)
Failure to Comply	9	(5%)
Re-Arrest	20	(11%)
Unauthorized Departures	14	(7%)

1992 NIJ / MCSO Intermediate Sanctions Workshop

The Multnomah County Sheriff's Office is proud to have been selected by the National Institute of Justice as one of six agencies — and the only site on the West Coast — to co-host with the Institute of Law and Justice, an Intermediate Sanctions Workshop for 1992.

This two-day workshop, to be held June 18th and 19th in Portland, promises to be an informative learning opportunity for judges, prosecutors, criminal defense lawyers, jail administrators, community corrections practitioners, legislators, and other government officials who desire to provide meaningful criminal sanctions that bridge the gap between incarceration and traditional release programs.

The intermediate sanctions workshop will consist of seminars in several key areas including day reporting, day/structured fines, house arrest, electronic monitoring, and other tools. Each seminar speaker/instructor is a recognized expert in their field, and will provide the participants with state-of-the-art information regarding each intermediate sanction option.

Experience with Intermediate Sanctions: DCC

The Multnomah County Department of Community Corrections also has developed a number of intermediate sanctions in recent years. In 1988, the Department implemented a Forest Project work camp. This residential facility, operated in cooperation with the U.S. Forest Service, provides a constructive work experience for convicted felons in lieu of jail or prison.

Since 1988, DCC has administered a structured supervision program for high risk, drug-involved offenders. The program combines intensive supervision with dedicated treatment and surveillance resources. The program has been partially supported by the BJA/Edward Byrne formula grant to Oregon. Data indicates that the new conviction rate for participants is less than half the rate for a comparison group of offenders.

DCC has operated an Alternative Community Service program for more than 10 years. The program gives offenders an opportunity to work for public or non-profit agencies instead of serving a jail term.

In 1990 and 1991, DCC, through contracts with Volunteers of America, opened 40-bed residential centers (one for men and one for women). These Centers are State-certified drug treatment facilities which provide a much needed sentencing option for drug-involved offenders.

Experience in Fiscal Management: MCSO

Fiscal management of this grant will be provided by MCSO's **Management & Fiscal Services Unit**, which provides a wide range of fiscal, planning and computerized services to the Sheriff's Office. A critical function of the unit is publishing, reviewing, and revising the agency's internal directives, including agency administrative and work rules.

The Management & Fiscal Services Unit is also responsible for the fiscal functions of the Sheriff's Office, including: preparation and monitoring of the agency's budget, monitoring and tracking expenditures and revenues, preparation of special budgets such as levies and grants, analyzing and projecting the Sheriff's Office fiscal status, administration of the contract process and various cash funds, preparation of accounts payable, advising agency managers on fiscal issues and liaison with the Sheriff's Office Citizens Budget Advisory Committee.

The Management & Fiscal Services Unit has 27 years of collective experience in budget development, monitoring, and planning. The manager of the unit is a former Multnomah County Sheriff's Deputy and an experienced law enforcement planner. He has Baccalaureate degrees in Police Administration and Accounting and a Master's Degree in Criminal Justice.

The unit also includes a Senior Analyst holding a Ph.D. in Research and Evaluation, a Senior Analyst with a Master's degree in Research, an Administrative Analyst with more than 15 years of MCSO planning and budget experience, and a Sergeant, who holds a Bachelor of Science in Criminal Justice Administration, a Master's degree, a Juris Doctorate, and is an attorney-at-law.

Experience in Fiscal Management: DCC

In addition to developing its own internal budgets, the Department of Community Corrections has demonstrated its fiscal management capability through its prior management of several large BJA discretionary and formula grant programs, including:

- Detection and Monitoring of Drug-Abusing Arrestees, 1987-89 (Jay Marshall, BJA Courts Branch)
- Drug Testing and Intensive Supervision, 1989-90 (Jay Marshall, BJA Courts Branch).
- Comprehensive Drug Testing Program, 1990 to present (Jody Forman, BJA Program Manager).

- Structured Supervision, 1988 to present (Catherine Webber, Administrator, Oregon Criminal Justice Services Division).

DCC also manages the ADAPT Program, which serves pregnant, addicted women, through an Oregon substance abuse program grant. DCC grants have typically been interagency programs which have involved the participation of several agencies.

Part 2. Objectives and Need for This Assistance

Objectives

Although the Multnomah County Sheriff's Office currently provides both traditional incarceration and offender release programs, it recognizes that an effective continuum of sanctions must include alternatives to these traditional forms of punishment.

The **goals** of MCSO's proposal are:

- To assess the existing correctional system in Multnomah County, Oregon.
- To implement local day reporting options that address gaps in Multnomah County's correctional system, yet fit in with Oregon's sentencing guidelines framework.
- To evaluate the effectiveness of the day reporting options selected for implementation.

The **objectives** of MCSO's proposal are:

- To identify the types of youthful offenders (ages 18-25) requiring sanctions and the capability of the day reporting system to provide those sanctions.
- To identify and assess promising and effective corrections options that may be implemented within the day reporting framework.
- To select and adapt promising, innovative correctional option(s) for implementation within a day reporting center.
- To implement the correctional option(s) in a day reporting center.
- To participate in a program-level evaluation of the day reporting center.
- To assist the Department of Community Corrections in the supervision of probation clients by providing within the day reporting model, a local intervention that includes sanction and treatment components.

The aforementioned program goals and objectives may be viewed in the context of **process** and **outcome**.

The **process objectives** of MCSO's proposal will be designed:

- To provide more appropriate intervention for youthful offenders who are not career criminals, but who, without such intervention, are likely to become career criminals or more serious offenders;
- To provide the degree of security and discipline appropriate for the offender involved;
- To provide diagnosis, treatment and services (including counseling, substance abuse treatment, education, job training and placement assistance while under correctional supervision, and linkage to similar outside services), that will enable the offender to pursue a course of lawful and productive conduct after release from legal restraint;

The **outcome objectives** are intended:

- To reduce criminal recidivism by youthful offenders who receive punishment through day reporting alternatives;
- To reduce the cost of correctional services and facilities by reducing criminal recidivism.

In addition, the day reporting options identified, selected, and implemented by MCSO will be:

- Selected and designed only after a systematic assessment of Multnomah County's existing correctional system is complete.
- Selected by a committee comprised of key criminal justice officials, including the chief criminal judge of the Multnomah County felony-level court, the Multnomah County District Attorney, and MCSO and DCC administrators.
- Selected and designed to fit in with Oregon's sentencing guidelines framework and range of sanctions.
- Selected and designed to meet the needs of a well-defined target population.
- Selected and designed to provide for enforcement of supervised conditions; e.g., clear consequences for non-compliance and rewards for compliance and acceptable behavior.

Multnomah County's Response to Intermediate Sanctions

The U.S. Department of Justice, Office of Justice Program (OJP)'s policy statement on Intermediate Sanctions reads in part:

"Intermediate Sanctions fall between traditional probation and incarceration and are usually less severe than jail or prison. However, they are more restrictive than probation for nondangerous offenders.

"Intermediate sanctions are designed to hold the drug user accountable and focus on the range of post-adjudication sanctions that fill the gap between traditional probation and jail or prison sentences. These sanctions can be used to address the problems of both juvenile and adult crime.

" * * * Intermediate sanctions recognize gradations in the seriousness of criminal behavior and are designed to respond accordingly with graduated levels of punishment."

Multnomah County recognizes and concurs with the Office of Justice Program's policy statement on intermediate sanctions, and has taken substantial steps toward implementing that policy at the local level.

Crime and Justice Foundation Provides Assistance

In 1991 the Community Supervision Division of the Oregon Department of Corrections contacted the Crime and Justice Foundation (CJF) for assistance in reviewing the potential of day reporting in the Multnomah County criminal justice system and to educate various public officials and citizens regarding day reporting. With the support of the National Institute of Corrections, CJF was able to visit Multnomah County and work with several state and county officials to further the planning for a day reporting center in Multnomah County.

A work group, comprised of Pauline Anderson, Multnomah County Commissioner, Michael Schrunk, Multnomah County District Attorney, William Wood, Commander of the Sheriff's Office Programs Division, and Scott Taylor, Oregon Department of Corrections Administrator of Community Supervision, had been considering the possibility of establishing a day reporting center in Multnomah County. Their interest in the subject was piqued during their attendance at the NIJ-sponsored conference, Intermediate Punishments, held the previous year in Washington, D.C.

The 1991 day reporting work group, with assistance from CJF, met to consider and answer the following questions:

- (1) Why is "day reporting" being pursued?
- (2) What is it that day reporting is expected to accomplish?
- (3) How can day reporting complement, and not contradict or compete with, other options now available?

From these discussions and other meetings, three purposes emerged for establishing a day reporting center in Multnomah County:

1. **To reduce the population in Multnomah County Jails;**
2. **To provide sufficient options to the criminal justice system to ensure full enforcement of the sentence; and**
3. **To reduce recidivism.**

Reduction of Jail Population

A principal interest of the day reporting work group was reduction of the inmate population in Multnomah County's jail system. The Sheriff's Office operates five correctional facilities, three of which are fully accredited by the American Correctional Association (ACA), with a total capacity of 1,106 inmates.

However, since 1987, the county has been under a federal court order which limits the inmate population, and which places other restrictions and requirements on the Sheriff regarding the housing of inmates in the county jails.

The federal court order requires the Sheriff's Office to release inmates in order to keep the jail population below the imposed count. This release program is a form of "matrix" release, in which inmates are released based upon a numerical value determined by a matrix of the offenders' criminal history (risk to the community) and charge severity (seriousness of offense).

In the five years in which Multnomah County has been under the federal court order, the Sheriff has been forced to release more than 15,600 prisoners to relieve jail overcrowding.

**MULTNOMAH COUNTY MATRIX RELEASES
(PURSUANT TO FEDERAL COURT ORDER)**

Year	1987	1988	1989	1990	1991
Total	2,623	4,157	4,089	3,529	1,561
Avg/Month	218	346	341	294	130

In 1991 the Sheriff opened the final wing of the County's new Inverness Jail. These additional jail beds caused a sharp decline in the number of forced releases in 1991. However, even with the County's full complement of more than 1,300 beds on-line, the Sheriff still must release an average of 130 inmates per month to comply with the federal court order.

The Sheriff's Office believes viable intermediate sanctions, such as a day reporting center, can relieve the constant pressure on the county's jail population, while at the same time ensure a greater degree of accountability upon prisoners released.

Full Enforcement of Court-Imposed Sanctions

The day reporting work group expressed their heightening concern that the court system in Multnomah County, overwhelmed by the volume of offenders coming into it, was not able to fully enforce the consequences imposed on the offender.

The work group determined that intermediate sanctions, such as day reporting, could better equip the county's correctional system to fully carry out the sentence of the court. To that end, the work group has maintained contact with representatives of the Oregon Criminal Justice Council, the agency which oversees the state's sentencing guidelines, to ensure that sentences involving intermediate sanctions will comply with and be compatible with Oregon's sentencing guidelines.

Recidivism

The day reporting work group believes that many inmates held in jail do not require confinement and could be managed just as safely and treated more effectively in the community.

Coincidentally, though not surprisingly, the purposes for establishing day reporting in Multnomah County reflect the goals of the Correctional Options Incentive Amendments to

the Crime Control Act of 1990. Congress authorized the Title XVIII Correctional Options Incentive Amendments in response to the pervasive problem of prison and jail overcrowding and the high recidivism rate of offenders who serve time in traditional correctional institutions.

CJF's Observations and Recommendations

The Crime and Justice Foundation, in its *Final Report to the Oregon Department of Corrections, Community Supervision and Multnomah County*, observed the following:

"In Multnomah County there are an impressive array of community-based correctional options. They are operated by the Community Services Division of the Department of Corrections, the Multnomah County Sheriff's Department and the Multnomah County Community Corrections Department."

In particular, CJF noted, " * * * the Sheriff's Office has implemented several very innovative early release options for pre-trial and sentenced inmates:

- Restitution Center: a 120 bed residential work release program for inmates receiving a sentence allowing such placement;
- Close Street Supervision: provides community supervision of "high risk/low failure to appear" pre-trial detainees by the Sheriff's Office and approved by the court;
- Population Release Monitoring: provides community supervision of "matrixed-released" (released under provisions of the court order) pre-trial detainees deemed "lower risk/high failure to appear" [NOTE: this program has been cut due to budget cuts]; and,
- Intensive Supervision Program: supervises "matrix-released" sentenced inmates."

The Crime and Justice Foundation was very optimistic as to the likelihood of establishing a successful day reporting center in Multnomah County. However, CJF noted four key areas deserving further attention:

- A. Purpose: "it is important the work group ... clearly articulate the purposes for day reporting."

- B. Target Population: "several populations were identified -pre-trial detainees, sentenced offenders, and probation and parole violators (or potential violators)."
- C. Location: "By location we mean which agency should have the responsibility for operating the day reporting option ... In our experience, success of community correctional programs requires that the operating agency have the necessary authority and capacity (resources and skills) to succeed."
- D. Continuum of Community Options: "A day center may be an attractive addition to such a continuum, or it might coordinate all community supervision options" into a "community corrections-center" that would provide "a base for common support services--drug screening, fine collection, electronic monitoring, assessments and classification, volunteer services, case records, administrative support, evaluation and training."

The Crime and Justice Foundation concludes its final report with:

"Multnomah County is fortunate in that it has a work group steering this effort representing the important political and criminal justice entities in the County. In addition, there is a number of strong community based correctional options now operating in Multnomah County. Filling out that array with a day reporting center, or creating a community corrections center to coordinate the options, would give Multnomah County an effective and efficient community-based correctional system."

Need For This Assistance

Although Multnomah County has taken impressive first steps toward the implementation of effective intermediate sanctions, the County is faced with the discouraging prospect of seeing its initial efforts wasted due to limited local resources.

In 1990 Oregon voters enacted a property-tax limitation, "Measure 5," which places a limit on local government's ability to raise revenue through property tax assessments. Oregon's property tax limitation, in conjunction with an economy which has not escaped the effects of the recession, has forced Multnomah County's Board of Commissioners to make tough policy decisions concerning which criminal justice programs will be funded from the County's general fund.

More recently, another set of circumstances has led to increased County interest in a day reporting center and full involvement of the Department of Community Corrections in planning efforts. On July 1, 1991, the Department assumed responsibility for the supervision

of approximately 10,000 probationers and parolees. These offenders had formerly been the State's responsibility, but under the provisions of the Oregon Community Corrections Act, Multnomah County exercised its option for local administration of parole, probation, and their treatment and sanction adjuncts.

The Department intends to manage its offender population by providing a range of intermediate sanctions designed to include therapeutic interventions while holding clients accountable for their behavior. Shortages of jail and prison beds make such programming essential for the credible management of parole and probation.

Unfortunately, the State is now facing a serious reduction of operating revenues due to property tax limitation. It is likely that the number of prison beds in the State will be reduced over the next two years. The impact on the counties will be that almost all probation violators will have to be dealt with through local intermediate sanctions. Prison will only be available for new crimes which meet Oregon's sentencing guidelines criteria for imprisonment.

The Department of Community Corrections concurs with the Sheriff's determination that a day reporting center, with strong program components, can be an effective intervention for youthful offenders who can benefit from enhanced structure and integrated supervision, sanction, and treatment.

In spite of the Multnomah County Board of Commissioners' stated commitment to providing effective and efficient intermediate sanctions, it nevertheless finds itself in a dilemma where, *"The Board is willing, but the Budget is weak."*

However, with the prospect of available grant assistance from the Bureau of Justice Assistance, the County has renewed its commitment to intermediate sanctions, and is willing to shoulder its share of the financial burden needed to fully realize its goals.

In short, without assistance from BJA to fund its proposed day reporting center, Multnomah County's well-planned and documented achievements will be squandered. In such a circumstance, no one benefits. Not the taxpayers. Not the criminal justice officials. And not the youthful offenders targeted to receive the benefits of productive intermediate sanctions.

Part 3. Results and Benefits Expected

As the result of meeting this proposals' objectives and goals, the Multnomah County Sheriff's Office and the Department of Community Corrections expect:

1. To reduce the population in Multnomah County Jails by providing day reporting options designed to have the greatest impact on youthful offenders who can be punished more effectively in an environment other than a traditional correctional facility;
2. To provide sufficient options to the criminal justice system to ensure full enforcement of the sentence imposed by the court;
3. To reduce recidivism among youthful offenders, most of whose criminal histories can be attributed to drug use, through the constructive use of day reporting sanctions; and
4. To supervise probation clients by providing, within the day reporting model, a local intervention that includes sanction and treatment components.

A central theme running throughout MCSO's proposal is the desire to ensure that Multnomah County provides a continuum of community-based correctional options. Such a "scale of sanctions" would allow the County's criminal justice system to place offenders in sanctions that fit the offender and the offense. At the same time, such a continuum would allow the criminal justice system to move the offender along the continuum based on the offender's behavior, treatment needs and demonstrated responsibility.

By scaling its correctional options along a continuum, Multnomah County intends to reap additional benefits by providing:

1. Appropriate supervision and control of each offender based on his or her risk to public safety, seriousness of offense and service needs;
2. Enhanced level of accountability demanded of the offender by the public, and greater confidence of the justice system and the public in community corrections;
3. Community-based options for enforcing conditions of probation and parole and for appropriately responding to violations of those conditions;

4. **Additional community-based options for graduated release from confinement;**
5. **Services provided in a more cost efficient manner; and**
6. **Treatment and services addressing substance abuse in youthful offenders.**

Part 4. Approach and Program Strategy

Day Reporting Center Committee

Planning, development, and implementation of the Multnomah County Day Reporting Center will be through the Day Reporting Center Committee, comprised of the following persons (or their designee):

Philip T. Abraham, Chief Criminal Judge, Multnomah County Circuit Court
Michael D. Schrunk, District Attorney, Multnomah County
John Schweitzer, Chief Deputy, Corrections Branch, MCSO
Bill Wood, Commander, Inmate Programs Division, MCSO
Dave Factor, Staff Attorney, Oregon Criminal Justice Council
Lori Bender, Defense Attorney, Metropolitan Public Defenders
Cary Harkaway, Division Manager, Multnomah County DCC
Joanne Fuller, Division Manager, Multnomah County DCC
Gary Smith, Director, Multnomah County Dept. of Social Services

The approach and program strategy of Multnomah County's proposed day reporting center consists of three stages:

Stage I - Program Planning

Stage II - Program Development

Stage III - Program Implementation

Stage I - Program Planning: Overview

The first stage of MCSO's proposal consists of identifying the youthful offender population requiring supervision and assessing the adequacy of the existing correctional system in Multnomah County.

The products to be completed during this stage are:

- A plan specifying how the assessments will be conducted.
- A draft and final assessment report which includes:
 - Description of the youthful offender population;
 - Description of gaps in Multnomah County's existing correctional services;
 - Recommendations for developing and implementing corrections options for the day reporting center which expand the capability of Multnomah County's existing correctional system; and
 - Recommendations for the evaluation design.

Stage II - Program Development: Overview

Once MCSO completes the assessment stage, outlined in Stage I above, we will select the options to be implemented, adopt the options to use in Multnomah County, and prepare an operations manual and implementation plan. The operations manual will describe how we intend to organize, plan, develop, implement, and monitor the day reporting correctional option(s) within the framework of Multnomah County's existing correctional system.

The products to be completed in this stage are:

- A plan for the day reporting center program design and program operations manual development;
- A final day reporting center program design;
- A draft and final operation manual for the day reporting center; and
- A draft and final plan implementing the day reporting center and supporting the evaluation.

Stage III - Program Implementation: Overview

After successful completion of Stage II, the project will begin with implementation activities in the areas of program operation and evaluation.

Stage I - Program Planning: Details

1. Target Population

The first stage of MCSO's proposal consists of identifying the youthful offender population requiring supervision. With a proper understanding of the target pool, realistic criteria and procedures can be developed, and program operations can be designed that accommodate the risk and needs of the target population.

In choosing a population, the steering committee will be guided by the purpose(s) identified for the day reporting center. Does the target population conform with the identified purpose(s)? For example, if a purpose is jail population reduction, the target population must consist of individuals currently in the jail or at high risk of going to jail in the future.

The committee will also guard against the setting of eligibility criteria and screening procedures that essentially targets a pool of inmates that does not exist. Conversely, the target assessment stage will determine whether a prospective target population is already served by an existing corrections option.

For example, the Sheriff's Office Intensive Supervision Program (ISP) serves both "matrix-released" sentenced inmates and inmates whose sentences are adjusted by the court to allow such placement. Unless day reporting can expand the pool of eligible inmates, or respond to documented shortcomings with the current ISP, or can serve as a back-up for ISP clients needing more structure, targeting the population of sentenced inmates with a more intensive and more expensive day reporting option may not be justified.

The day reporting committee has identified three possible populations of youthful offenders which may be served by a day reporting center:

- **Pre-trial Detainees**
- **Sentenced Offenders**
- **Probation and Parole Violators**

Within each group, of course, are men and women offenders. Each of these potential target populations represent an "option" the committee will evaluate as part of *Stage I*. The committee recognizes that each potential target population has met with varying degrees of success in the day reporting environment in other locales.

Therefore, during *Stage I*, the committee will evaluate each potential target population in light of research data published by the Crime and Justice Foundation, the National Institute of Justice, the International Association of Residential and Community Alternatives, and other groups that have evaluated day reporting centers currently operating across the nation.

2. How the Stage I Assessment Will Be Conducted

In addition to identifying the target population, *Stage I* of the program also calls for an assessment of the adequacy of the existing correctional system in Multnomah County. Such an in-depth analysis requires planning and research expertise. To meet this objective, the committee will rely upon MCSO's **Management & Fiscal Services Unit** and DCC's **Administrative Services Division** (discussed *supra*) to coordinate the assessment and planning components of *Stage I*.

Multnomah County Sheriff's Office

MCSO's Program Division will furnish to the committee a comprehensive summary of the existing corrections options currently provided by the Sheriff's Office. The Program Division currently maintains computerized, detailed statistics reflecting demographics of inmates in Multnomah County. This corrections data is produced in a variety of daily, monthly and annual reports.

Multnomah County Community Corrections

The Department of Community Corrections will furnish to the day reporting committee a summary of the existing corrections options currently provided by the department. Based on prior experience, the Community Corrections department is well-qualified for such a task.

In 1989, the Multnomah County Community Corrections department completed a thorough assessment of client needs entitled, "*Client Needs Assessment: Planning, Program and Policy Implications.*" Data was drawn from a 21% random sample of the parole and probation caseload. Analysis of the needs assessment data revealed several informative correlations indicative of the relationships between drug abuse, education and employment.

The department found that 65% of the drug abusing felons vs. 51% of the non-abusing felons failed to graduate from high school or earn a G.E.D. In view of the generally accepted principle that drug abuse makes it difficult to search for and maintain a job, the department did not find it surprising that 54% of the drug abusing felons are unemployed, compared to 23% of the non-abusing felons.

In addition, the survey determined that 31% of the drug abusing felons v. 21% of the non-drug abusing felons are described by their supervising officers as having chronic or short term mental health problems. The impact of mental health problems and the compounding effect of drug abuse on client adjustment in the community is dramatic. The department found that while 35% of the felony parole/probation population is unemployed, 47% of those with mental health problems are unemployed, and 62% of those with substance abuse and mental health problems are unemployed. Similarly, 21% of the felony parole/probation population is in need of a stable residence, while 34% of those with mental health problems and 41% of those with both mental health and substance abuse problems lack a stable residence.

The 1989 Community Corrections client needs assessment did not focus specifically upon "youthful" offenders. However, according to the 1991 annual report published by Community Corrections, there exists a rich target pool which can be tapped for day reporting consideration.

For example, Community Corrections' Field Services Division served 8,093 clients in 1991. Of that total, 416 or 5% were age 17-20, and 1,725 or 21% were age 21-25. In some divisions, the "youthful" age group was even higher. For example, of the 4,123 clients participating in Multnomah County's Alternative Community Service program, 412 or 10% were age 17-20, while 948 or 23% were age 21-25. Overall, approximately one-fourth of all of Community Corrections clients are age 18-25.

Like the Sheriff's Office, the Department of Community Corrections maintains detailed, computerized statistics on its client demographics. The department likewise produces many useful reports daily, monthly and annually.

Summary: Stage I - Program Planning

The Multnomah County Day Reporting Center steering committee will identify the youthful offender population requiring supervision and will assess the adequacy of the existing correctional system in Multnomah County.

To accomplish *Stage I*, the committee will rely upon the Multnomah County Sheriff's Office and Multnomah County's Department of Community Corrections to provide the committee with comprehensive data to assist the committee's planning decisions.

Based upon the assessments, the committee will publish a draft and final report which includes:

- Description of the youthful offender population; specifically, whether the target population will include:

- Pre-trial Detainees
- Sentenced Offenders
- Probation and Parole Violators
- Men and/or Women Offenders

- Description of gaps in Multnomah County's existing correctional services, including discussion and determination as to whether a prospective youthful target population is already served by an existing corrections option.
- Recommendations for developing and implementing corrections options for the day reporting center which expand the capability of Multnomah County's existing correctional system; and
- Recommendations for the program evaluation design.

Stage II - Program Development: Details

Stage II of the program will build upon the final report generated at *Stage I*. Based upon the final assessment of the youthful target population and the adequacy of the existing correctional system in Multnomah County, we will select the day reporting options to be implemented. If necessary, these options will be adapted for use in Multnomah County. Finally, we will prepare an operations manual for the day reporting center and a plan to implement the center.

Plan for Day Reporting Center Program Design and Operations Manual Development

The day reporting steering committee will plan and develop the day reporting center design and the center's operations manual. Again, because of their proven experience and qualifications in this area, MCSO's **Management & Fiscal Services Unit** and DCC's **Administrative Services Division** will coordinate development of the program design and operations manual.

The day reporting center program design will describe how we intend to organize, plan, develop, implement, and monitor day reporting correctional option(s) within the framework of Multnomah County's existing correctional system. Each component of the day reporting center will be designed to match the needs of each target population, as determined in the *Stage I* report.

Program Design Example: Women Offenders

Outlined below is an example of developing and designing program elements for women's services based upon the forecasted *Stage I* assessment of Women Services in Multnomah County. As noted above, the *Stage I* report will not only identify the youthful women who represent a potential target population, but also will include an assessment of existing correctional services provided to youthful women offenders by Multnomah County.

Stage I Assessment of Women's Services

The *Stage I* report likely will note that both MCSO and DCC provide services to their respective women offender populations. The Sheriff's Office currently contracts with two established female residential programs — "Our New Beginnings" and a program operated by the Volunteers of America — for work release services. Meanwhile, the DCC provides, through its Women's Transition Services case management and specialized services and programs designed specifically for female offenders.

Initially, the *Stage I* report should note that approximately 24% of the 10,000 offenders under probation and parole supervision in Multnomah County, and approximately 12% of the 1,300 inmates in custody in Multnomah County, are women. Compared to the males, female clients and inmates are more likely to have substance abuse and employment problems.

The *Stage I* report should also note that Multnomah County is a Drug Use Forecasting (DUF) Program site. Since the first quarter of 1988, there have only been two quarters in which males booked into jail had a higher rate of positive drug tests (for any drug) than females booked. In the second quarter of 1991, 72% of the female sample tested positive for any drug, compared to 57% of the male sample (Finigan, Drug Use Forecasting: "Data Analysis of the Adult Sample, Multnomah County, Oregon 1991).

The *Stage I* report should cite — or replicate — the Department of Community Corrections' 1989 Client Needs Assessment, which indicated that 42% of the women under supervision were unemployed, compared to 34% of the men. Among African-American women under supervision, the unemployment rate was 55%, compared to 47% for African-American men and 36% for white women.

The family impact of substance abuse and unemployment among female offenders is revealed by the following data, also taken from the 1989 Client Needs Assessment:

- 42% of the women under supervision were described as single parents by their probation officers.
- 31% of the women living with their minor children were identified by their probation officers as having drug problems.

The *Stage I* report should recognize that most risk assessment instruments have identified substance abuse and unemployment as predictive of recidivism (Travis, "Risk Classification in Probation and Parole: Issues and Trends," paper presented at the Annual Meeting of the Academy of Criminal Justice Sciences, March 14, 1991, Denver, CO). Clearly, when working with female offenders, factors related to client needs must be addressed. Without adequate resources and support, the substance abuse and unemployment of female offenders become generational problems. We know that successful interventions will have to focus on women and their families. Issues such as parenting, co-dependence, abusive relationships, and child care will have to be incorporated in program planning.

Finally, the *Stage I* report may acknowledge that one of the recommendations of the Governor's Task Force on Corrections Planning (1990) was the development of day programs for women that include drug treatment, skill development and child care. This concept may form the basis of the women's services component of the proposed day reporting center.

Stage II Development of Day Reporting Women's Services

Based upon the assessment data provided in the *Stage I* report, the day reporting committee will proceed to design day reporting program elements for the identified youthful women offenders.

Services addressing the needs of women offenders could include:

- Specialized case management, including: service brokerage, linkage with Oregon's Children's Services Division (CSD) and welfare agencies, supportive counseling, and crisis counseling.
- Counselors trained as group leaders could address issues related to substance abuse, domestic violence, relationships, family dynamics, and parenting. The counselors will also participate in case staffings with day reporting center counselors, other DRC staff, and probation and parole officers.

- Parenting and child development training by the Oregon Health Sciences University Extension Service Master Parenting Program, CSD, and Oregon's Health Department Child Development Staff.
- Health, HIV outreach, and nutrition training by Oregon's Health Department Community Health nurses and other staff.
- Adults Molested as Children group therapy by a contract provider.

Female offenders could also participate in a wide range of workshop and didactic sessions led by the staff from the substance abuse, education, and employment components of the DRC. As noted above, these sessions could cover communication skills, anger management, budgeting, etc. Day care could be provided off-site through contracts with local agencies.

This *Stage II* assessment-to-design process would be followed for each of the target populations identified in *Stage I*, whether the population consists of pre-trial detainees, sentenced offenders in jail, or probation and parole clients.

Operations Manual Development

The Multnomah County Day Reporting Center operations manual will contain the policies and procedures required for the effective administration of the center. Each DRC **policy** will be a concise statement of principles which guides the center in the attainment of its objectives. Each DRC **procedure** will clearly describe the methods of performing an operation or an outline of sequential actions that must be executed to ensure that a **policy** is fully implemented.

MCSO's **Management & Fiscal Services Unit** will employ the experience of its full-time **Accreditation Unit** to assist in the preparation of the DRC operations manual. As stated above, the Multnomah County Sheriff's Office is deservedly proud that three (soon to be four) of its correctional facilities are fully accredited by the American Correctional Association.

Every effort will be made to draft a day reporting center operations manual that incorporates as much of the spirit, if not the letter, of ACA standards for Adult Local Detention Facilities, Adult Community Residential Services, and Parole and Probation Field Services. Although a day reporting center is neither a "detention center," nor truly "residential," such a facility can nevertheless benefit from many ACA standards.

Hopefully, as day reporting centers gain popularity and prove their value, the ACA will look to establishing standards for these facilities as well. When that time comes, Multnomah County's demonstration project may be cited as a research site and evaluation project to assist in the development of ACA standards for centers providing intermediate sanctions.

Stage III - Program Implementation

Once the day reporting program has been designed and its operational manual produced, the day reporting center will move towards implementation in *Stage III*. This final stage will involve many of the same issues accompanying the implementation of any new program or facility:

- Preparing a draft and final budget for the center
- Siting the day reporting center in the community
- Land use hearings, permits, bureau approvals
- Inviting business & community input
- Arranging lease, purchase, construction of the facility
- Hiring, training, and assigning personnel to the center
- Coordinating the opening of the DRC with the courts and corrections
- "Shakedown" trial period(s) prior to full implementation

Because of the prospective nature of this particular Bureau of Justice Assistance grant program — which more resembles an RFP than a true grant application — we cannot at this time state with specificity how *Stage III* will implement the day reporting model in its final form.

However, based on the foregoing discussion of our organizational capability and program strategy, it should be clear to the reviewers and granting authorities that the Multnomah County Sheriff's Office and the Department of Community Corrections are well-qualified to assess, plan, design, develop, and eventually implement a day reporting center in Multnomah County. If *Stages I and II* are completed as planned, *Stage III* will follow accordingly.

Part 5. Budget Narrative

Introduction

According to BJA's announcement in the *FY 1992 Discretionary Program Application Kit*, "[u]p to four projects will be funded under this initiative. Up to \$2,600,000 has been allocated for each project for a total of \$10,400,000." The application also notes that, " * * * BJA funds may support up to 75 percent of the costs of the programs." This 75 % funding provision necessarily implies the applicant must provide the remaining 25 % match from other sources. According to BJA officials, the applicant's 25 % match may be in cash or in the form of "in-kind" contributions. The total cost of a project of which \$2.6 million represents 75 %, is \$3,466,666. The 25 % match requirement, therefore, is \$866,666.

As noted above, this BJA grant program regarding intermediate sanction requires the applicant to plan, develop and implement a corrections program over an eighteen-month period. The applicant is expected to choose from a variety of corrections options one or more intermediate sanctions best suited for the applicant's needs. While this structure represents sound strategy to those grantees planning, developing and implementing the program, it creates some problems for establishing a budget as part of the initial application.

The problem is this: an applicant/grantee cannot prepare an accurate, detailed, 18-month budget for a program that does not exist — and because of the grant structure, is not supposed to exist until after completion of exhaustive planning and development stages. Recognizing this dilemma, the Multnomah County Sheriff's Office believes the most fiscally responsible solution to this problem is to submit a detailed budget for *Stage I - Program Planning* and *Stage II - Program Development*, while deferring the budget for *Stage III - Program Implementation* until that final stage is approached.

Nevertheless, we have submitted on Form 424A a budget reflecting the total project costs by object class categories. (See Figure 1 on page 33 below.) The rationale for each category is based upon MCSO's customary budget categories by percent for its non-custodial release programs, such as Close Street Supervision and Intensive Supervision Program. (See Figure 2 on page 33 below.) The customary budget category percentages for MCSO release programs are:

- Personnel = 50%
- Fringe Benefits = 25%
- Space Costs = 2%
- Materials, Services and Capital = 15%
- Indirect Costs = 8%

Stages I and II Budgets

Central to each of our proposal's three stages is a proposed day reporting center development team. This work group will be funded for the entire 18-month grant period. The team will be responsible for performing the principal tasks required in each stage, including:

- Determining the target population for the day reporting center
- Conducting a system-wide analysis of the existing correctional services provided in and by Multnomah County.
- Producing a draft and final report to the steering committee (and BJA) containing the findings of *Stage I*
- Assisting the steering committee in developing the day reporting center
- Producing the day reporting center operations manual
- Conducting the siting of the proposed center
- Coordinating the implementation stage: determining staffing levels, establishing inmate/client eligibility requirements, etc
- Conducting or coordinating a system-level evaluation of the entire project

The proposed development team will be comprised of five positions:

- (1) Administrative Analyst
- (1) Program Development Specialist
- (1) Program Development Technician
- (1) MCSO Corrections Sergeant
- (1) DCC Lead/Supervising Probation Officer

The budget(s) for the development team, including their participation through *Stage III*, are outlined in Exhibit A in the Appendix. A summary of the overall budget, including the budget(s) for the development team is illustrated in Figure 1 below.

Figure 1. Day Reporting Budget

Day Reporting Center Budget	Grant Money	Match Funds	Total
Total Amount to Budget	\$2,600,000	\$ 866,666	\$3,466,666
Less Amount for Stages I & II	\$ 121,644	\$ 40,547	\$ 162,192
Amount To Budget for Stage III	\$2,478,356	\$ 826,119	\$3,304,474
Stage III Development Team	\$ 251,089	\$ 83,707	\$ 334,796
Stage III Remaining Budget	\$2,227,266	\$ 742,412	\$2,969,678

Stage III - Implementation Budget

As indicated above, after allowing for the development team costs, we estimate to have \$2,969,678 to dedicate to the implementation stage of the proposed day reporting center. Using the Sheriff's Office's customary budget category percentages for its current release programs, the *Stage III* budget is as follows:

Figure 2. Stage III Budget

Budget Categories / Percents	Grant Money	Match Funds	Total
Personnel (50%)	\$1,113,633	\$ 371,206	\$1,484,839
Fringe Benefits (25%)	\$ 556,817	\$ 185,603	\$ 742,420
Space Costs (2%) *	\$ 44,545	\$ 14,848	\$ 59,394
Materials/Services (15%)	\$ 334,090	\$ 111,362	\$ 445,452
Indirect Costs (8%)	\$ 178,181	\$ 59,393	\$ 237,574

* Please note that the customary budget category percentage for Space Costs presumes the program operates in an existing County-owned or leased facility. If in the course of this grant program, the County leases or constructs additional space to site the day reporting center, then this budget amount will change substantially.

Source of Match Funds

Multnomah County will contribute a combination of county general funds and in-kind contributions toward this match amount. The type and exact amount of the in-kind match will ultimately depend upon how the program is developed during *Stage II*. However, both the Multnomah County Sheriff's Office and the Department of Community Corrections have identified several potential sources for in-kind matches:

- DCC's Alternative Community Services program
- State funds passed through to Multnomah County for substance abuse programs through Oregon's Community Corrections Act
- MCSO's Close Street Supervision and Intensive Supervision Program(s)
- MCSO's inmate work crew staff and equipment (including trucks, trailers, vans, tools, work suits, etc)
- Probation fees assessed against probation clients

Another potential source for the County's in-kind match is county-owned or leased space which could be used for the proposed day reporting center. Again, because form should follow substance — in this case, siting the center should follow program planning and development — we do not know which potential site the County will use for the center. Nevertheless, we will reflect the source of the County's match in the final, *Stage III* budget when that stage nears.

Budget Summary

We acknowledge it is somewhat unorthodox to submit a grant with a tentative, less-than-complete budget. Usually, such an approach is fatal to the application. But in this case, this approach is the only prudent response to the limitations imposed upon the applicants by this particular program's prospective nature.

As stated above, the Multnomah County Sheriff's Office is staffed with competent, professional budget experts who just completed the Sheriff's Office's \$49 million budget for FY 1992-93. Certainly, this office is capable of preparing a *Stage III* implementation budget under this grant when that time arrives. To prepare an inaccurate budget prematurely would, in our opinion, be less than honest with the grantor and would not represent fiscal responsibility.

APPENDIX

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction <i>Preapplication</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED May 11, 1992	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION	
Legal Name: Multnomah County Sheriff's Office	Organizational Unit: Multnomah County Sheriff's Office
Address (give city, county, state, and zip code): 12240 NE Glisan Street Portland, Oregon 97230	Name and telephone number of the person to be contacted on matters involving this application (give area code) Larry Aab, Manager, Mgt. & Fiscal Unit (503) 251-2489

6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 9 3 - 6 0 0 2 3 0 6 </div>	7. TYPE OF APPLICANT: (enter appropriate letter in box) B <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div style="width: 48%;"> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): _____ </div> </div>
8. TYPE OF APPLICATION: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </div> If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____	9. NAME OF FEDERAL AGENCY: Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 9 3 - 6 0 0 2 3 0 6 </div>	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Multnomah County Day Reporting Center (providing intermediate sanctions for youthful offenders, ages 18-25)
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Multnomah County (Portland), Oregon	

13. PROPOSED PROJECT: Start Date when funded: _____ Ending Date: 18 mos. later	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: Oregon 3rd Congressional (Ron Wyden) b. Project: (same)	
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15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?																					
<table style="width: 100%;"> <tr> <td style="width: 15%;">a. Federal</td> <td style="width: 15%;">\$ 2,600,000</td> <td style="width: 10%;">.00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td>.00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td>.00</td> </tr> <tr> <td>d. Local</td> <td>\$ 866,666</td> <td>.00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td>.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td>.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$ 3,466,666</td> <td>.00</td> </tr> </table>	a. Federal	\$ 2,600,000	.00	b. Applicant	\$.00	c. State	\$.00	d. Local	\$ 866,666	.00	e. Other	\$.00	f. Program Income	\$.00	g. TOTAL	\$ 3,466,666	.00	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
a. Federal	\$ 2,600,000	.00																				
b. Applicant	\$.00																				
c. State	\$.00																				
d. Local	\$ 866,666	.00																				
e. Other	\$.00																				
f. Program Income	\$.00																				
g. TOTAL	\$ 3,466,666	.00																				

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No	
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18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED		
a. Typed Name of Authorized Representative Bob Skipper	b. Title Sheriff, Multnomah County	c. Telephone number (503) 251-3600
d. Signature of Authorized Representative 		e. Date Signed May 11, 1992

BUDGET INFORMATION — Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A — BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$ 2,600,000	\$ 866,666	\$ 3,466,666
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

SECTION B — BUDGET CATEGORIES

6 Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 1,773,592	\$	\$	\$	\$
b. Fringe Benefits	881,252				
c. Travel					
d. Equipment	23,000				
e. Supplies	448,952				
f. Contractual	3,040				
g. Construction Space Costs	59,394				
h. Other					
i. Total Direct Charges (sum of 6a - 6h)	3,189,230				
j. Indirect Charges	277,436				
k. TOTALS (sum of 6i and 6j)	\$ 3,466,666	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$ 866,666	\$	\$	\$
9.				
10.				
11.				
12. TOTALS (sum of lines 8 and 11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 1,486,367	\$ 67,135	\$ 54,510	\$ 682,361	\$ 682,361
14. NonFederal	495,462	20,274	20,274	227,457	227,457
15. TOTAL (sum of lines 13 and 14)	\$ 1,981,829	\$ 87,408	\$ 74,783	\$ 909,818	\$ 909,818

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$ 1,113,633	\$	\$	\$
17.				
18.				
19.				
20. TOTALS (sum of lines 16-19)	\$ 1,113,633	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
(Attach additional Sheets if Necessary)	
21. Direct Charges: See Exhibit A for explanations of costs.	22. Indirect Charges: Indirect rate is provisional and is at 8.72%. Indirect is applied on \$3,189,230.
23. Remarks	

COSTS FOR STAGE I AND II

05/05/92

<u>JBTITLE</u>	<u>BASE</u>	<u>FRINGE</u>	<u>INSUR. BENEFITS</u>	<u>TOTAL</u>	<u>VAR INS RATE</u>	<u>FIXED INSUR</u>	<u>RETIRE/ FICA RATE</u>	<u>FTE</u>	<u>HOUR RATE</u>	
DIRECT COSTS										
<i>1992-93 Fiscal Year:</i>										
Administrative Analyst	16,571	4,494	3,185	24,250	0.0725	1,983	0.2712	0.500	15.93	
Program Development Specialist	15,901	4,312	2,977	23,191	0.0625	1,983	0.2712	0.500	15.29	
Program Development Technician	12,447	3,376	2,761	18,583	0.0625	1,983	0.2712	0.500	11.97	
Corrections Sergeant	10,547	3,704	1,718	15,969	0.0689	992	0.3512	0.250	20.28	9 Months
Probation Officer/Lead	8,150	2,210	1,501	11,862	0.0625	992	0.2712	0.250	15.67	9 Months
Sub Total	63,616	18,096	12,142	93,854				2.000		
<i>1993-94 Fiscal Year:</i>										
Administrative Analyst	0	0	0	0	0.0762	0	0.2848	0.000	16.73	
Program Development Specialist	0	0	0	0	0.0656	0	0.2848	0.000	16.05	
Program Development Technician	0	0	0	0	0.0656	0	0.2848	0.000	12.57	
Corrections Sergeant	0	0	0	0	0.0723	0	0.2848	0.000	21.30	
Probation Officer/Lead	0	0	0	0	0.0656	0	0.2848	0.000	16.46	
Sub Total	0	0	0	0				0.000		
Total	63,616	18,096	12,142	93,854				2.000		
Hiring Costs - Sergeant				1,040						
Hiring Costs - Other 4 employees				2,000						
Uniform for Sergeant				500						
Office Equipment				3,000						
5 PCs with all related hardware/software				20,000						
Supplies				1,250						
Total Direct Costs				121,644	75.00%					
MATCH COSTS										
<i>1992-93 Fiscal Year:</i>										
Fiscal Specialist/Senior	1,720	466	300	2,486	0.0725	175	0.2712	0.050	16.41	
Program Development Spec./Senior	4,404	1,194	1,108	6,706	0.0725	789	0.2712	0.125	16.48	
Corrections Sergeant	5,903	2,073	1,082	9,059	0.0689	676	0.3512	0.125	22.01	
Program Development Specialist	3,791	1,028	757	5,576	0.0689	496	0.2712	0.125	14.47	
Programmer Analyst 2	2,673	725	314	3,712	0.0625	147	0.2712	0.075	17.00	
Sub Total	18,490	5,487	3,561	27,538				0.500		
<i>1993-94 Fiscal Year:</i>										
Fiscal Specialist/Senior	0	0	0	0	0.07617	0	0.2848	0.000	17.23	
Program Development Spec./Senior	0	0	0	0	0.07617	0	0.2848	0.000	17.31	
Corrections Sergeant	0	0	0	0	0.07235	0	0.3688	0.000	23.11	
Program Development Specialist	0	0	0	0	0.07235	0	0.2848	0.000	15.19	
Programmer Analyst 2	0	0	0	0	0.06563	0	0.2848	0.000	17.85	
Sub Total	0	0	0	0				0.000		
Total Personnel	18,490	5,487	3,561	27,538				0.500		
Indirect Costs				13,009						
Total Match Costs				40,547	25.00%					

COSTS FOR STAGE III - DEVELOPMENT TEAM ONLY

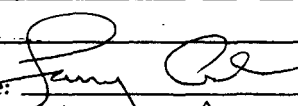
05/05/92

<u>JB/TITLE</u>	<u>BASE</u>	<u>FRINGE</u>	<u>TOTAL</u>	<u>INSUR.</u> <u>BENEFITS</u>	<u>TOTAL</u>	<u>VAR</u> <u>INS RATE</u>	<u>FIXED</u> <u>INSUR</u>	<u>RETIRE/</u> <u>FICA RATE</u>	<u>FTE</u>	<u>HOURLY</u> <u>RATE</u>
DIRECT COSTS										
1992-93 Fiscal Year:										
Administrative Analyst	16,571	4,494	21,065	3,185	24,250	0.0725	1,983	0.2712	0.500	15.93
Program Development Specialist	15,901	4,312	20,214	2,977	23,191	0.0625	1,983	0.2712	0.500	15.29
Program Development Technician	12,447	3,376	15,822	2,761	18,583	0.0625	1,983	0.2712	0.500	11.97
Corrections Sergeant	21,094	7,408	28,502	3,436	31,938	0.0689	1,983	0.3512	0.500	20.28
Probation Officer/Lead	<u>16,301</u>	<u>4,421</u>	<u>20,722</u>	<u>3,002</u>	<u>23,723</u>	<u>0.0625</u>	<u>1,983</u>	<u>0.2712</u>	<u>0.500</u>	<u>15.67</u>
Sub Total	82,313	24,011	106,324	15,361	121,685				2.500	
1993-94 Fiscal Year:										
Administrative Analyst	17,399	4,955	22,354	3,447	25,801	0.0762	2,122	0.2848	0.500	16.73
Program Development Specialist	16,696	4,754	21,451	3,218	24,668	0.0656	2,122	0.2848	0.500	16.05
Program Development Technician	13,069	3,722	16,791	2,979	19,770	0.0656	2,122	0.2848	0.500	12.57
Corrections Sergeant	22,149	6,307	28,456	3,724	32,180	0.0723	2,122	0.2848	0.500	21.30
Probation Officer/Lead	<u>17,116</u>	<u>4,874</u>	<u>21,990</u>	<u>3,245</u>	<u>25,235</u>	<u>0.0656</u>	<u>2,122</u>	<u>0.2848</u>	<u>0.500</u>	<u>16.46</u>
Sub Total	86,429	24,612	111,041	16,613	127,654				2.500	
Total	168,742	48,622	217,365	31,974	249,339				5.000	
Supplies					<u>1,750</u>					
Total Direct Costs					251,089	75.00%				
MATCH COSTS										
1992-93 Fiscal Year:										
Fiscal Specialist/Senior	1,720	466	2,186	300	2,486	0.0725	175	0.2712	0.050	16.41
Program Development Spec./Senior	4,404	1,194	5,598	1,108	6,706	0.0725	789	0.2712	0.125	16.48
Corrections Sergeant	5,903	2,073	7,976	1,082	9,059	0.0689	676	0.3512	0.125	22.01
Program Development Specialist	3,791	1,028	4,819	757	5,576	0.0689	496	0.2712	0.125	14.47
Programmer Analyst 2	<u>2,673</u>	<u>725</u>	<u>3,398</u>	<u>314</u>	<u>3,712</u>	<u>0.0625</u>	<u>147</u>	<u>0.2712</u>	<u>0.075</u>	<u>17.00</u>
Sub Total	18,490	5,487	23,977	3,561	27,538				0.500	
1993-94 Fiscal Year:										
Fiscal Specialist/Senior	1,805	514	2,320	325	2,644	0.0762	187	0.2848	0.050	17.23
Program Development Spec./Senior	4,624	1,317	5,940	1,196	7,137	0.0762	844	0.2848	0.125	17.31
Corrections Sergeant	6,198	2,286	8,484	1,171	9,655	0.0723	723	0.3688	0.125	23.11
Program Development Specialist	3,981	1,134	5,114	818	5,933	0.0723	530	0.2848	0.125	15.19
Programmer Analyst 2	<u>2,806</u>	<u>799</u>	<u>3,606</u>	<u>341</u>	<u>3,947</u>	<u>0.0656</u>	<u>157</u>	<u>0.2848</u>	<u>0.075</u>	<u>17.85</u>
Sub Total	19,415	6,049	25,464	3,852	29,316				0.500	
Total Personnel	37,905	11,536	49,441	7,414	56,855				1.000	
Indirect Costs					<u>26,853</u>					
Total Match Costs					83,707	25.00%				
Total Budget					334,796	100.00%				

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Multnomah County Sheriff's Office 12240 NE Glisan Portland, Oregon 97230 Congressional District, if known: Oreg. 3rd		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: NIJ/Office of Justice Programs Bureau of Justice Assistance	7. Federal Program Name/Description: Edward Byrne Memorial State & Local Law Enforcement Assistance Program CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): None. Home Rule Charter prohibits County from employing lobbyist		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in item 11: N/A See item 10		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: LARRY AAB Title: EXECUTIVE ASSISTANT Telephone No. (503) 251-2489 Date: 5-7-92	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

CERTIFICATION OF DRUG-FREE WORK PLACE



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS MCCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES

PORTLAND BUILDING
1120 SW FIFTH, 14th FLOOR
PORTLAND, OR 97204-1934

(503) 248-3300

OFFICE OF THE DIRECTOR

PLANNING & BUDGET
COUNTY COUNSEL
EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS

(503) 248-3303

(503) 248-3883

(503) 248-3138

(503) 248-5015

(503) 248-3312

(503) 248-5135

MEMORANDUM

TO: All County Employees

FROM: Lloyd Williams, Director
Employee Services Division

DATE: May 15, 1989

SUBJECT: Drug Free Workplace

As County employees, our mission is to provide services fairly and efficiently and in a manner which promotes public confidence in government. As people in public service we have a special obligation to lead by example. One of the most damaging influences on our ability to function effectively as employees, public servants and as people is drug use. In recognition of the Drug Free Workplace Act of 1988, the Board of County Commissioners has reaffirmed our commitment to maintaining a drug free workplace in issuing Executive Order No. 198, which states our policy that:

"the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on County property or at a County workplace and disobedience of the requirements of this rule shall result in disciplinary action";

further, employees are required to:

"notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction."

As County employees you are our most valuable resource and, for that reason, your health and safety are of utmost concern. Should you or someone you work with be experiencing a problem with drug use, I urge you to use one of the many resources available to help you - the attached factsheet describes some of these resources, as well as some of the dangers of drug use at work.

6317F/LW/ld

MULTNOMAH COUNTY, OREGON
EXECUTIVE ORDER NO. 198

WHEREAS, the Drug-Free Workplace Act of 1988 (DFWA) requires that federal contractors and grant recipients must certify to the contracting or granting agency that the contractor or recipient will ensure a "drug-free workplace", and

WHEREAS, Multnomah County is a federal contractor and federal grant recipient; and

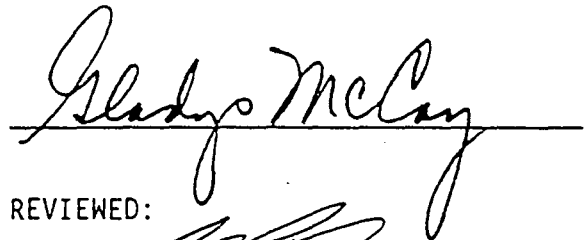
WHEREAS, the Drug-Free Workplace Act requires a good-faith effort to ensure a drug-free workplace by compliance with the specific terms of the Act;

It is hereby ordered for all employees under the executive direction of Multnomah County Chair that:

1. Each Department Director shall on or before May 17, 1989 ensure that an announcement is published and delivered to each employee, as well as posted on all bulletin boards, which notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on County property or at a County workplace and that disobedience of the requirements of this rule shall result in disciplinary action. Such announcement shall also inform the employee of his or her obligation to notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
2. The Employee Services Division shall develop a drug-free awareness program on or before May 17, 1989 which shall inform employees of:
 - a. The dangers of drug abuse in the workplace;
 - b. The County's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. The Employee Services Division shall ensure that a copy of the statement required in Paragraph "1" above is given to each employee at the time of orientation.
4. Each Department Director shall ensure that the funding federal agency (if any) is notified of any employee conviction as specified in Paragraph "1" within ten days of receipt of notice from the employee or other actual notice.
5. Within 30 days of receiving notice from the employee under Paragraph "1" convicted, or upon receiving independent notification of such conviction, each Department Director shall ensure that:

- a. The appropriate personnel action is taken against such an employee, up to and including termination; or
 - b. The employee is required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. Assistance and referrals with respect to this subsection shall be provided by the Employee Services Division.
6. The Labor Relations Section shall provide technical assistance to the Department Directors and the Employee Services Division regarding contemplated disciplinary actions in accordance with Executive Order 197.

Dated the 25th day of April, 1989.



REVIEWED:

by 

LAURENCE KRESSEL, County Counsel
For Multnomah County, Oregon

5673F/KU/kd

TOWARDS A DRUG FREE WORKPLACE

Many factors influence an individual's success as a person, both at home and on the job. Few factors, however, can have as devastating an impact as the use of drugs, alcohol and other "controlled substances." The bad news is that on-the-job substance abuse problems can be experienced by anyone - young and old, male and female, manager and line staff. But the good news is that substance abuse problems can be prevented and treated. This factsheet discusses the potential impact of substance abuse on people and their jobs, and describes resources available to help employees conquer these problems.

What are "controlled substances"? Some obvious examples are alcohol, marijuana, cocaine, heroin, hallucinogens, narcotics, and depressants or stimulants not prescribed for medical treatment by an accredited physician.

What can use of these substance do? Effects vary widely, depending on the substance involved, and can range from short-term impairment of skills and/or judgment to long-term permanent health damage, or even death. This table summarizes some of the health effects of some common controlled substances:

Substance	Potential Health Effects
Alcohol - (beer, wine, liquor)	Addiction, accidents, heart and liver damage, overdose when mixed with other depressants.
Cocaine -	Addiction, heart attack, seizures, lung damage, severe depression, paranoia.
Marijuana -	Impaired short-term memory, panic reactions, addiction.
Hallucinogens - (LSD/PCP)-	Emotional instability, unpredictable behavior.
Inhalants - (gas, aerosols)	Unconsciousness, suffocation, nausea, brain and nervous system damage, sudden death.
Narcotics - (heroin, morphine, codeine)	Addiction, lethargy, contamination from unsterile needles, overdose.
Stimulants - (speed, uppers)	Exhaustion, addiction, paranoia, depression, confusion.
Depressants - (tranquilizers, barbiturates)	Overdose if combined with alcohol; muscle rigidity, addiction, withdrawal and overdose require medical treatment.

How does the use of controlled substances affect work? In a number of ways, including:

- Increased potential for accidents and injuries with vehicles, tools, machines and hazardous materials due to impaired coordination and judgment.
- Diminished job performance due to lowered productivity, inability to concentrate and complete tasks, inability to make sound decisions, and lowered level of motivation.
- Preventing or hindering coworkers from doing their work, since the altered work habits of the substance abuser hurts coworkers' safety, efficiency and job satisfaction.
- Potential loss of wages or salary from sick days or suspension or, in worst cases, termination.

What can I do about drug/alcohol problems? Ignoring these problems won't make them go away - they'll only get worse. If you or someone you work with has a drug or alcohol problem, get help. As a Multnomah County employee you have a variety of good resources available to help:

- Employee Assistance Program - Cascade Counseling Center provides free, confidential counseling services to all permanent County employees (employed half time or more) and their families. Cascade helps employees deal with personal problems on an individual basis when they affect work performance, including substance abuse problems. Services are available 24 hours a day at three offices in the Portland area:

East Portland

7931 NE Halsey #202
253-3841

West Portland

10542 SW Capitol Hwy
245-3317

Tigard

7180 SW FirLoop #1-A
639-3009

Appointments can be made after hours for your convenience, and all information disclosed to the counselor is confidential.

- Medical Insurance Coverage - Both Kaiser and the Multnomah County Health Plan provide coverage for alcohol and chemical dependency treatment sources, as summarized below:

Multnomah County Plan (Blue Cross)

Benefits for Alcoholism

Benefits for the treatment of alcoholism are limited to those set forth here for covered services and supplies received during the

24-consecutive month period beginning with the first use of services after July 1, 1988. Benefits will renew in full on the first day of the 25th month of coverage following the first use of services.

Treatment Setting	Age 18 and Over	Under Age 18
• inpatient facility care	\$4,500	\$5,500
• residential/partial hospitalization/ day care	\$3,500	\$4,500
• outpatient care	\$1,500*	\$2,000*

*These maximums include treatment for chemical dependency.

Benefits for Chemical Dependency

Inpatient facility care or residential/partial hospitalization/day care for the treatment of chemical dependency (excluding alcoholism) is covered the same as any other condition.

Benefits for outpatient care for the treatment of chemical dependency and/or alcoholism are limited to \$1,500 per 24-consecutive-month period for individuals age 18 and over and \$2,000 per 24-consecutive-month period for individuals under age 18 for covered services and supplies received during the 24-consecutive-month period beginning with the first use of services after July 1, 1988. Benefits will renew in full on the first day of the 25th month of coverage following the first use of services.

Kaiser Plan

Inpatient	80% - \$4,500 Adults 80% - \$4,000 Children
Residential	80% - \$3,500 Adults 80% - \$3,000 Children
Reserve for Inpatient or Residential	80% - \$1,500 Children
Outpatient	40 visits same as any other condition. Two group equal one individual.
Total Benefit Maximum	\$ 6,500 - Adults \$10,500 - Children

- Helpline: 232-8083 in Portland
1-800-621-1646 Statewide

This is a free, confidential 24-hour help, information and referral line for people with drug or alcohol problems. The service is provided by the Oregon Council on Alcoholism and Drug Abuse.



In addition to these resources, Employee Services Division can help you begin to deal with substance abuse problems:

Health Promotion - 248-5015: information on drug health effects

Benefits - 248-3477: help in clarifying coverage for substance abuse treatment

Training - 248-5015: dealing with substance abuse problems in supervision training classes

Establishing and maintaining a drug free workplace is a goal that requires the commitment and cooperation of all employees - please do your part to help yourself and others.


 U.S. DEPARTMENT OF JUSTICE
 OFFICE OF JUSTICE PROGRAMS

ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP guideline manual entitled, "Financial and Administrative Guide for Grants."

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant, for each action program covered by a State's grants and for each subgrant awarded by the State.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated? (month, day, year) <u>1854</u>	b. Principal Officers <u>Gladys McCoy</u>	Titles <u>Chair Board County Comm</u>
c. Employer Identification Number: <u>93-6002309</u>	<u>Robert Skipper</u>	<u>Sheriff</u>
d. Number of Employees <u>4,255</u> Full Time: Part Time:	<u>(see Annual Financial Report page 2)</u>	

2. Is the firm affiliated with any other firm? ☐ Yes ☒ No
If "yes", provide details:

3. Total Sales/Revenues in most recent accounting period. (12 months)
\$ 271,291,000

SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? ☒ YES ☐ NO

a. If yes, provide name and address of Agency performing review:
KPMG Peat Marwick

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-9 of this Section and Section D.

2. Which of the following best describes the accounting system? ☐ Manual ☒ Automated ☐ Combination

3. Does the organization use a double-entry system in accounting for program funds? ☒ Yes ☐ No ☐ Not Sure

4. Does the accounting system identify the receipt and expenditures of program funds separately for each contract/grant? ☒ Yes ☐ No ☐ Not Sure

5. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? ☒ Yes ☐ No ☐ Not Sure

6. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? ☒ Yes ☐ No ☐ Not Sure

7. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? ☒ Yes ☐ No ☐ Not Sure

8. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?

☒ Yes ☐ No ☐ Not Sure

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

☒ Yes ☐ No ☐ Not Sure

9. Is the firm generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?

☒ Yes ☐ No ☐ Not Sure

SECTION D: FUND CONTROL

1. Is a separate bank account maintained for grant/contract funds? ☒ Yes ☐ No ☐ Not Sure
2. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified? ☒ Yes ☐ No ☐ Not Sure
3. Are the officials of the firm bonded? ☒ Yes ☐ No ☐ Not Sure

SECTION E: FINANCIAL STATEMENTS

1. Did an independent certified public accountant (CPA) ever examine the financial statements? ☒ Yes ☐ No
2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued. ☒ Enclosed ☐ N/A
3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:


4. If an independent CPA has never examined your financial statements, please develop and provide this office with a copy of the following financial statements:
 - a. A detailed "Balance Sheet" for the most current and previous year; and
 - b. A detailed "Income Statement" for the most current and previous year.

SECTION F: ADDITIONAL INFORMATION

1. Use this space for any additional information (indicate section and item numbers if a continuation)

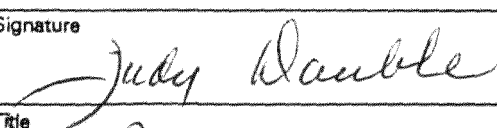
SECTION G: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

- | | |
|---|---|
| 1. Signature
 | b. Firm Name, Address, and Telephone Number |
| a. Title
FINANCE Director | c. Application Identifier Number |

SECTION H: CPA CERTIFICATION

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly.

- | | |
|---|---|
| 1. Signature
 | b. Firm Name, Address, and Telephone Number
KPMG Peat Marwick
1211 S. W. Fifth Ave., Suite 2000
Portland, Oregon 97204
(503) 221-6500 |
| a. Title
Partner | |

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO THE OFFICE OF THE COMPTROLLER, OFFICE OF JUSTICE PROGRAMS, U. S. DEPARTMENT OF JUSTICE, WASHINGTON, D. C. 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-0021, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, D. C. 20503.

BUDGET MODIFICATION NO. DES # 26

(For Clerk's Use) Meeting Date MAY 21 1992
Agenda No. R-12

REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPARTMENT Environmental Services DIVISION Fleet and Electronic Services
CONTACT Tom Guiney TELEPHONE 5353
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Tom Guiney

SUGGESTED

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

Budget Modification requesting authorization to reclassify a Fleet Specialist to an Operations Administrator

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification would reclassify the Fleet Specialist in Fleet and Electronic Services to an Operations Administrator. The change is due to the adding of responsibilities to the position caused by the addition of the Records Section and Distribution Services Section to the Division of Fleet and Electronic Services. Sufficient money from salary savings exists within the appropriate line items for these changes.

RECEIVED
MAY 11 PM 12:00
CLERK OF
COUNTY OF
DECON

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By <u>Tom Guiney</u>	Date <u>5/4/92</u>	Department Manager <u>Paul Yarbrough/bkw</u>	Date <u>5/6/92</u>
Budget Analyst <u>Shawn Coldwell</u>	Date <u>5/7/92</u>	Personnel Analyst <u>Donald H. Winkley</u>	Date <u>5/7/92</u>
Board Approval <u>Carris A. Peterson</u>		Date <u>5-21-92</u>	

2999E/1
Sent Original Bud Mod to Shawn Coldwell 5-22-92.

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
--------------------	--------	------	--------	-------------------	----------	-----------------------	--------	-------------------	-------------------	----------------------------------	---------------	-------------

NO FISCAL IMPACT

TOTAL EXPENDITURE CHANGE

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. _____

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Fleet Specialist	(30,953)	(8356)	(4364)	(43,673)
1.0	Operations Administrator	34,452	9302	4937	48,691
0	TOTAL CHANGE (ANNUALIZED)	\$ 3,499	946	573	5,018

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
1.0 Fleet Specialist	Delete	(2,580)	(696)	(364)	(3,640)
1.0 Operations Administrator	Add	2,871	775	411	4,057

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position:

a. Please refer to previously submitted Job Analysis Questionnaire.

b.

c.

d.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

Operations Administrator3. Is this a new position? / YES / NO4. If no, is this position occupied? / YES / NO

5. If yes, state the name of the incumbent:

Michele Gardner6. Proposed effective date of change: ImmediatelyHiring Manager: Tom Guiney *TG*Date: May 1, 1992 Dept/Div: DES/F.R.E.D.S.

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: ☒ Approved as submitted☒ Approved for classification title / Denied (for Reclassification Requests only)Analyst Name: Donald Heekinley Date: 5/1/92

3720V/2076C



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Betsy Williams

FROM: Tom Guiney *Tom Guiney*

DATE: May 4, 1992

SUBJECT: Reclassification

As we have discussed, the addition of Distribution Services and the Records Section to the Fleet and Electronic Services Division has greatly expanded and complicated the workload of some of us. One of the most impacted positions is Michele Gardner's Fleet Specialist position. We have reorganized the division such that Michele's position will be responsible for managing Distribution Services as well as managing the administrative, customer relations, and billing functions of the expanded division. The Distribution Supervisor will report to Michele's position.

Employee Services has reviewed the revised Fleet Specialist position and determined that the appropriate classification is an Operations Administrator. Attached for your review and approval are the Budget Modification and the Request to Reclassify form which would reclassify the Fleet Specialist to an Operations Administrator.

Please review and, if approved, process these forms as soon as possible. We would like to have the reclassification completed prior to hiring the new Distribution Supervisor. Your assistance in this matter is greatly appreciated.

TG:cmk

Attachments

2077C

Meeting Date: MAY 21 1992

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment - Planning and Zoning Hearings Officer

BCC Informal May 19, 1992
(date)

BCC Formal May 21, 1992
(date)

DEPARTMENT DES

DIVISION Planning

CONTACT R. Scott Pemble

TELEPHONE 248-3182

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 Minutes

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

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

Request Board appointment of Phillip Grillo as the Planning and Zoning Hearings Officer for the June Planning Commission Meeting. Budget impact: \$60/Hr., not to exceed \$1500.00.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER

Betsy H. Williams

(All accompanying documents must have required signatures)

Copy of Order 92-95 sent to Scott Pemble 5-21-92.

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 11 PM 2 16

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County)
Appointing Planning and Zoning)
Hearings Officer)

ORDER 92-95

WHEREAS, pursuant to MCC 11.15.8105 a Planning and Zoning Hearings Officer is authorized; and

WHEREAS, pursuant to MCC 11.15.8110 a Planning and Zoning Hearings Officer must be appointed by order of the Board of County Commissioners and shall serve at the pleasure of the Board; and,

WHEREAS, the powers and duties of the Planning and Zoning Hearings Officer are prescribed in MCC11.15.8115; and,

WHEREAS, funds have been budgeted and are available for Hearings Officer in the adopted FY 1991-92 Multnomah County Budget,

NOW, THEREFORE, THE BOARD ORDERS: effective May 25, 1992, Phillip Grillo is hereby appointed as a Planning and Zoning Hearings Officer subject to the conditions of the attached Personal Services Contract, Exhibit 1.

ADOPTED this 21st day of May, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY: Gladys McCoy
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Environmental Services, hereafter called COUNTY, and Phillip Grillo, a Sole Propriator, hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

Planning and Zoning Hearings Officer Services set forth by the Attached Exhibit A as part of this Agreement.

2. COMPENSATION.

\$60.00/Hr. The total payment to Contractor for these services shall not exceed the sum of \$1500.00.

3. TERM. The CONTRACTOR's services will begin on May 25, 1992, and terminate when completed, but no later than June 30, 1992.

4. CONTRACT DOCUMENTS. This Contract consists of this contract document, the attached Conditions of Contract, and Exhibits A, B & C.

DATED this 11th day of May, 1992.

MULTNOMAH COUNTY

Department of Environmental Services

By Betsy H. Williams

CONTRACTOR

Phillip Grillo

By [Signature]

Contractor's ID No. 383507227

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Sandra L. Guffy

EXHIBIT A

A. Hearings Officer Services and Conditions

The Hearings Officer agrees to the following:

- (1) Conduct all assigned quasi-judicial land use hearings and render decisions authorized by and pursuant to requirements of the Multnomah County Zoning and Land Division Ordinances.
- (2) Provide a written decision to the Director of the County Planning and Development Division within seven (7) calendar days following the hearing at which final action was announced or taken under advisement.
- (3) Inform the Director of the County Planning and Development Division at least two weeks before a hearing whether the officer has any conflicts of interest or is subject to any bias or pre-hearing contact with parties concerning any case on the Agenda Summary for that hearing.
- (4) Visit the site which is the subject of each application on which the Hearings Officer will act, provided however that not more than thirty minutes may be filled for visits to each case site on the Agenda.
- (5) The Hearings Officer shall keep accurate records on forms provided by the County for the purpose of computing compensable time and shall submit said record to the Division of Planning and Development for payment of services no later than the end of the next succeeded month in which the services were rendered.

B. Multnomah County Obligations and Terms

Multnomah County agrees to the following:

- (1) The County certifies that sufficient funds are available for expenditure to finance costs of this Contract.
- (2) The County agrees to compensate Contractor for performance of these services enumerated in this Agreement, at an hourly rate of \$60.00, or a maximum amount of \$1500 for the term of this Agreement, whichever is less.
- (3) The County shall have the responsibility for scheduling the time and place of all quasi-judicial land use hearings, and notify the appropriate parties pursuant to Multnomah County Zoning and Land Division Codes, as amended. The County shall also have the responsibility of providing the Hearings Officer with a summary of applications on which he or she shall act at a public hearing at least two weeks prior to that hearing.
- (4) The County shall provide a hearing room for every hearing conducted by the Hearings Officer.
- (5) The County shall comply with all requirements of the Multnomah County Zoning and Land Division Ordinances, as amended, for the Conduct of Hearings before the Hearings Officer.
- (6) The County shall be responsible for recording all hearings and for preparing final drafts of all decisions.

EXHIBIT B

MULTNOMAH COUNTY CONTRACT NO. _____

CONDITIONS OF PERSONAL SERVICES CONTRACT

The attached contract for services between Multnomah County, County herein, and Phillip Grillo, Contractor herein, is subject to the following:

GENERAL CONDITIONS

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

EXHIBIT C

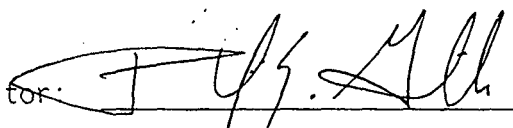
INDEPENDENT CONTRACTOR CERTIFICATE

NAME OF CONTRACTOR: Phillip Grillo

The undersigned, as a provider of personal services to Multnomah County, certifies that I am an independent contractor and not an employee of Multnomah County. I am fully responsible for all federal, state and local taxes and fees applicable to any compensation for services and will indemnify the County therefrom.

I further agree to maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors performing work under the contract and will indemnify, defend and save harmless Multnomah County from any claims under the Oregon Workers' Compensation Law (ORS Chapter 656) arising from said work.

Dated May 11, 19 92

Contractor: 

Federal ID #: 383507227

PLEASE PRINT LEGIBLY!

MEETING DATE

5/21/92

NAME

Marge Jozsa

ADDRESS

Neighborhood Health Clinics, Inc

STREET

4842 NE 8th

97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-14

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

2/✓
PLEASE PRINT LEGIBLY!

MEETING DATE 5-21-92

NAME LUCIA PEÑA

ADDRESS 212 F 1ST

STREET

Newberg

CITY

97115

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-14

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

3/1
PLEASE PRINT LEGIBLY!

MEETING DATE

9/21

NAME

Carolyn Piper

ADDRESS

2900 SE 122nd

STREET

Portland OR 97236

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-14

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

4/✓
PLEASE PRINT LEGIBLY!

MEETING DATE

5/21/92

NAME

Terry Rogers - Legal Aid

ADDRESS

310 S.W. 4th #900

STREET

Portland, OR

CITY

97204
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-14

SUPPORT

✓

OPPOSE

SUBMIT TO BOARD CLERK

5/1
PLEASE PRINT LEGIBLY!

MEETING DATE

5/21/92

NAME

JAN SAVIDGE

ADDRESS

432 SE 15th St.

STREET

Gresham, OR

CITY

97080

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-14

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

6/✓
PLEASE PRINT LEGIBLY!

MEETING DATE 5-21-92

NAME Diane Luther

ADDRESS _____
STREET

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-14

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

Meeting Date MAY 21 1992

Agenda No. R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Final Statement for Community Development Block Grant Program 1992-93

BCC INFORMAL May 19, 1992 BCC FORMAL May 21, 1992
(DATE) (DATE)

DEPARTMENT Social Services DIVISION Housing & Community Services

CONTACT Cecile Pitts TELEPHONE 248-5000

PERSON(S) MAKING PRESENTATION Cecile Pitts

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 30 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN ☒

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

The Housing and Community Development Program proposes to submit an application for the Community Development Block Grant Program (CDBG) 1992-93 from the U.S. Department of Housing and Urban Development. It is requested that testimony be received on the use of these CDBG funds as well as on the proposed use of Home Investment Partnerships Program (HOME) funds. It is further requested that the Board of County Commissioners approve submission of the CDBG application.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

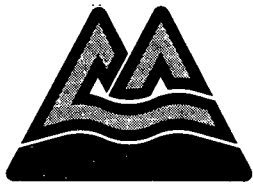
OR

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

Originals of Notice of Intent Application sent to Cecile Pitts 5-21-92.

1992 MAY - 8 AM 11:49
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464
421 S.W. FIFTH, SECOND FLOOR
PORTLAND, OREGON 97204-2221
FAX # (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: May 6, 1992

SUBJECT: Final Statement (Application) for Community Development Block Grant Program, FY 1992-93

Recommendation: The Housing and Community Services Division/Housing and Community Development Program recommends Board of County Commissioner approval of the attached Final Statement (application) for Community Development Block Grant funds for FY 1992-93, following public testimony.

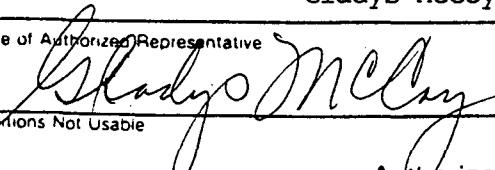
Analysis: The Housing and Community Development Program is transmitting to the Board the 1992-93 Community Development Block Grant Final Statement and is requesting Board agenda time to accept testimony and approve the application for submission to the federal Department of Housing and Urban Development.

The Final Statement requests federal funding of \$665,000 for housing and community development activities. An additional \$150,000 is anticipated from program income resulting from these activities, for a total of \$815,000. The funds will be used to provide housing development, repair, and rehabilitation, neighborhood revitalization, public services, and program administration. The Final Statement includes specific activities in these program categories.

Background: Multnomah County is entitled to receive Community Development Block Grant funds annually; this Final Statement is for the eighth year of funds as an urban county. Project needs are identified in a three-year Community Development Plan and are reviewed and recommended by the CDBG Policy Advisory Board comprised of the participating consortium cities of Fairview, Maywood Park, Troutdale, Wood Village, and Lake Oswego.

cdbg93

APPLICATION FOR
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Preapplication Construction <input checked="" type="checkbox"/> Non-Construction <input type="checkbox"/> Preapplication Non-Construction		2. DATE SUBMITTED 5-29-92	Applicant Identifier B-92-UC-41-0003	
		3. DATE RECEIVED BY STATE	State Application Identifier	
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name: Multnomah County		Organizational Unit: Community Development Program		
Address (give city, county, state, and zip code): 2115 S.E. Morrison Portland, Oregon 97214		Name and telephone number of the person to be contacted on matters involving this application (give area code): Cecile Pitts (503) 248-5000		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 9 3 - 6 0 0 2 3 0 9		7. TYPE OF APPLICANT: (enter appropriate letter in box) B A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify) _____		
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____		9. NAME OF FEDERAL AGENCY: Department of Housing and Urban Development		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 1 4 - 2 1 8 TITLE: Urban County Community Development Block Grant, Dept. of HUD		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Eighth year of Community Development Block Grant program as an Urban County. Program includes housing and other community development projects benefiting low and moderate income residents.		
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Balance of Multnomah County outside City of Portland and City of Gresham.				
13. PROPOSED PROJECT: Start Date: 7-1-92 Ending Date: 6-30-92		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: 1 and 3 b. Project: 1 and 3		
15. ESTIMATED FUNDING: a. Federal: \$ 665,000 .00 b. Applicant: \$.00 c. State: \$.00 d. Local: \$.00 e. Other: \$.00 f. Program Income: \$ 150,000 .00 g. TOTAL: \$ 815,000 .00		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: _____ DATE _____ b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED				
a. Typed Name of Authorized Representative: Gladys McCoy		b. Title: Chair, Board of County Commissioners		c. Telephone number: (503)248-3308
d. Signature of Authorized Representative: 				e. Date Signed: May 21, 1992

Previous Editions Not Usable

Standard Form 424 (REV 4-88)
Prescribed by OMB Circular A-102

Authorized for Local Reproduction

INSTRUCTIONS FOR THE SF 424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|--|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:
— "New" means a new assistance award.
— "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.
— "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

FINAL STATEMENT OF COMMUNITY DEVELOPMENT
OBJECTIVES AND USE OF FUNDS
FOR FY 1992
MULTNOMAH COUNTY, OREGON

On May 29, 1992, Multnomah County intends to submit an application for \$665,000 in Community Development Block Grant (CDBG) funds for FY 1992-93 from the U.S. Department of Housing and Urban Development. In addition to the application amount, anticipated program income of \$150,000 will bring the total estimated funding to \$815,000. Multnomah County's CDBG Program serves the unincorporated area of the county excluding the cities of Portland and Gresham. The objectives and use of funds for 1992-93 are outlined below.

STATEMENT OF OBJECTIVES

The primary goal of Multnomah County's CDBG program is to develop viable urban communities, provide decent housing and a suitable living environment, and expand economic opportunities, principally for persons of low and moderate income.

The major objectives of the program include:

1. Allocate a majority of CDBG funds to meet the needs of low and moderate income households through improved housing, economic development, job opportunities, public services, and community facilities.
2. Reduce or eliminate blight and deterioration in neighborhoods.
3. Fund projects with demonstrated citizen and local government support.
4. Encourage projects which are supplemented with other resources, e.g., labor, materials, equipment, and money.
5. Assist displaced persons to find suitable housing. The plan for minimizing displacement and for assisting displaced persons is on file at the Community Development office.
6. Support service integration and coordination.
7. Improve handicapped access to public facilities.
8. Encourage historic preservation activities.
9. Ensure compatibility between Multnomah County and city of Portland CDBG programs.

USE OF FUNDS

Multnomah County will utilize 1992-93 CDBG funds for the housing and community development activities listed below. It is estimated that over 90 percent of the \$665,000 will directly benefit low and moderate income persons.

HOUSING

(\$232,750 includes \$150,000 program income)

Single Family Housing Rehabilitation - Sewer Hook-Up Program - Countywide -
Non-interest loans to lower income homeowners to make needed private property improvements required to connect to the mid-County sanitary sewer system.
Recommended award: \$118,700.

Rental Accessibility Repair - Funding up to \$750 to very low income renters to do accessibility repairs of affordable rental housing units in the Urban County area. Recommended award: \$20,000.

Farmworker Family Housing Development - Provide funds to develop affordable rental housing for farmworker families. Recommended award: \$22,500.

Housing Development - Countywide - Provide funds to acquire or renovate residential facilities for homeless families and special needs populations. Project includes implementation costs associated with development.
Recommended award: \$71,550 (\$39,125 from 1988 contingency = \$110,675 total).

Housing Rehabilitation Program Implementation - Funding for major rehab costs such as staff, transportation, credit and title reports, and program marketing for the programs listed above and other housing rehabilitation programs such as the Rental Rehab Program, Urban Homesteading Program and the Section 312 Program. Recommended award: \$150,000.

NEIGHBORHOOD REVITALIZATION \$212,500

Waterline Improvements: NE 240 and 241st Place - Wood Village - Replace old 4" diameter AC (asbestos) waterline with 780 LF of new waterline including valves, fittings, service lines and fire hydrants (2). Recommended award: \$21,240.

N.W. Riverview Drive, Main Replacement - Unincorporated County - Replace and relocate 4" water main at North end of N.W. Riverview Drive. Recommended award: \$13,800.

Fairview Creek Culvert Replacement - Fairview - Replace undersized culvert at private drive with proper sized culvert in Fairview Creek. Recommended award: \$66,900.

Sanitary Sewer - Elm Avenue to Wood Village Trunk Line - Wood Village - Replace old structurally deficient sanitary sewer line connecting Elm avenue (original village area) to the Wood Village trunk line. Recommended award: \$39,680.

Depot Street Storm Drainage Project - Fairview - Construct 1000 L.F. of 12" and 15" storm drain line including manholes (4) and catch basins (8) beginning at Fourth Street and running east along Depot Street to First Street, then jogging south and east across First Street to join an existing line which accesses Fairview Creek. Recommended award: \$57,880 (\$8,418 from 1988 contingency and \$7,469 from 1989 contingency = \$73,767).

S.E. Seventh Street Improvements - Buxton to Harlow - Troutdale - Reconstruct 450 feet of S.E. 7th Street from Buxton Avenue to Harlow including sidewalks, curb/gutter, pavement and appurtenances (\$45,650 from 1989 contingency for total award).

Community Development Implementation - Countywide - Implementation costs of public facility and improvement projects including procurement procedures, project inspection and Davis Bacon wage rate enforcement. Recommended award: \$13,000.

PUBLIC SERVICES \$66,500

Emergency Housing Assistance - American Red Cross - Emergency housing assistance to homeless persons. Recommended award: \$10,449.

Voucher Clearing House - American Red Cross - Fund American Red Cross Clearing House to oversee distribution of housing vouchers. Recommended award: \$5,000.

Housing Assistance Project - Human Solutions, Inc. - Case management for homeless families, mortgage counseling and housing habitability counseling. Recommended award: \$20,116.

Housing Assistance Project (Legal) - Multnomah County Legal Aid Service - Legal counseling and assistance in the area of landlord/tenant relations to low-income clients. Recommended award: \$10,910.

Fair Housing Assistance - Multnomah County Legal Aid Service - Advice, counseling, individual representation, community education and outreach to ensure equal housing opportunities. Recommended award: \$11,200.

Dental Clinic - Neighborhood Health Clinics - Provides free and/or low-cost dental health services to low-income families. Recommended award: \$5,000.

Home Sharing Matching Services - Center for Urban Education - Match low-income tenants in need of affordable housing with elderly homeowners who wish to share their homes. Recommended award: \$3,825.

PROGRAM ADMINISTRATION \$153,250

General Program Administration - Countywide - General administration and implementation of the CDBG program; citizen involvement; environmental clearance; staff to Policy Advisory Board; and efforts to affirmatively further fair housing. Budget allocation: \$120,000.

Contingency Fund - Budget allocation: \$33,250.

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the grantee certifies that:

- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the Final Statement and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the Final Statement and to provide such additional information as may be required;
- (c) Prior to submission of its Final Statement to HUD, the grantee has:
 - 1. Met the citizen participation requirements of §570.301(b);
 - 2. Prepared its Final Statement of community development objectives and projected use of funds in accordance with §570.301(c) and made the Final Statement available to the public;
- (d) It is following a detailed citizen participation plan which:
 - 1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
 - 3. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (e) The grant will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d et seq.); and
 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (f) It will affirmatively further fair housing;
- (g) It has developed its Final Statement of projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the Final Statement of projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available); except that the aggregate use of CDBG funds received under Section 106 of the Act, and if applicable, under Section 108 of the Act, during the 1992 program year(s) (a period specified by the grantee consisting of one, two, or three consecutive years), shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;
- (h) It has developed a community development plan, for the period specified in paragraph (g) above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act;

- (i) It is following a current Comprehensive Housing Affordability Strategy (CHAS) which has been approved by HUD pursuant to §570.306 and Part 91, and that any housing activities to be assisted with CDBG funds will be consistent with the CHAS;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 1. Funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with §570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under §570.606(b) and Federal implementing regulations; and it is following a residential antidisplacement and relocation assistance plan as required under Section 104(d) of the Act and in §570.606(c); and it will comply with the relocation requirements of §570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act;
- (m) It has adopted and is enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of it, 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a Drug-Free Workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a Drug-Free Workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a Drug-Free Workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code).

Multnomah County

Department of Social Services

2115 S.E. Morrison

Portland, Multnomah County, Oregon 97214

Check _____ if there are workplaces on file that are not identified here; and

- (p) It will comply with the other provisions of the Act and with other applicable laws.

Signature

May 21, 1992

Date

Chair, Multnomah County Board of Commissioners

Title

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph (n)

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.

B. Drug-Free Workplace Certification - Paragraph (o)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which Entitlement grantees certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's Drug-Free Workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



MULTNOMAH COUNTY OREGON

Agenda Review
5-19-92
R-H

DEPARTMENT OF ENVIRONMENTAL SERVICES
COMMUNITY DEVELOPMENT DIVISION
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

MINUTES

Multnomah County Community Development
Policy Advisory Board
Public Hearing
May 14, 1992, Thursday
5:00-6:00 p.m.
D.E.S. Building (2115 S.E. Morrison)

POLICY ADVISORY BOARD MEMBERS PRESENT: Paul Yarborough, Chairperson (Multnomah County), Marilyn Holstrom (Fairview), Jerry Ortega (Troutdale) and Peter von Christierson (Gresham).

MEMBERS OF THE PUBLIC: Marge Jozsa (Neighborhood Health Clinics), Terry Rogers (Multnomah County Legal Aid Service), Susan Lind (CASA of Oregon), Lucia Pena (CASA of Oregon), Charles Morrow (Burlington Water District), Nancy Milligan (Multnomah County D.D. Program), Krista Gibby (Multnomah County D.D. Program), Michael Watkins (Cully Neighborhood), Mary Palmer (Cully Neighborhood), and Helen Grant (Cully Neighborhood).

STAFF PRESENT: Cecile Pitts, Karen Whittle, and Janet Hawkins.

1. INTRODUCTIONS

Paul Yarborough, Chairperson of the Policy Advisory Board (P.A.B.), called the meeting to order at 5:00 pm. Mr. Yarborough said that the Policy Advisory Board is responsible for providing the Board of County Commissioners with CDBG recommendations for Multnomah County CDBG program. He noted that P.A.B. quorum was present.

Mr. Yarborough said that a transcript of this meeting will be given to the Multnomah County Board of County Commissioners as well as written citizen comments on the proposal. Mr. Yarborough introduced the other members of the P.A.B.; Marilyn Holstrom, representing the City of Fairview, Jerry Ortega, representing the City of Troutdale, Pete von Christierson, representing the City of Gresham. With these comments, Mr. Yarborough introduced Cecile Pitts, Program Manager of the Community Development Program (CD).

Ms. Pitts introduced the members of the CD staff present - Karen Whittle and Janet Hawkins.

Mr. Yarborough then asked the members of the audience to introduce themselves to the Board.

2. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OVERVIEW.

Mr. Yarborough welcomed all the attendees and asked Ms. Pitts to give the audience an overview of the Block Grant Program.

Ms. Pitts said that the CDBG program is federally funded. She explained that Multnomah County receives an entitlement because it has a large enough population outside the city limits of both Portland and Gresham. This entitlement area includes the unincorporated areas of the County, as well as the cities of Maywood Park, Fairview, Wood Village, Troutdale and a portion of Lake Oswego. She said that a number of years ago this population combined together in consortium to apply to the federal government for these funds. Ms. Pitts added that this Block Grant consortium has received Block Grant funds since 1984. She said the program is currently in the planning phase for 1992-93 funding cycle.

3. PROPOSAL SELECTION PROCESS.

Ms. Pitts described the proposal selection process utilized by the Policy Advisory Board (P.A.B.) to develop the Proposed Statement of Community Development Objectives and Projected Use of Funds for FY 92-93. Copies of this document were distributed to those in attendance. Ms. Pitts explained that Board of County Commissioners will make the final decisions on the P.A.B's funding recommendations.

4. PRESENTATION OF 1992-93 PROPOSED ACTIVITIES:

4. (A) Neighborhood Revitalization.

Ms. Pitts introduced this category by saying that these projects must address a lack of physical public facilities that results in an unsafe or undesirable condition in an identifiable neighborhood area or small city.

She added that in order to be eligible for funding, 51 percent or more of the neighborhood population must be low or moderate income, according to the 1980 census or a later source. Projects that prevent or eliminate slums or blight are also eligible.

1. Charles Morrow; Burlington Water District:

Mr. Morrow described the waterline project which will match the \$13,800 allocated by the P.A.B. to replace a defective waterline on a slope face over Highway 30. Burlington Water District has over 100 users and has faced barriers to system improvements because of land use planning laws that designate the area as "low density." The system was constructed in 1920, but is not adequate now because the highway has been realigned and piping has not been adequately repositioned.

4. (A) Neighborhood Revitalization contd.

Mr. Morrow indicated that the District was committed to correcting the system's needs. This is evidenced by the higher than average water rates which have been accepted by the rate payers. The total cost of improvements exceed District resources and Mr. Morrow asked the PAB to confirm its recommendation to approve the 1992 grant request. Peter von Christierson asked if the District had approached the Farmers Home Administration (FmHA) for funding. Mr. Morrow responded that they had discussed this with FmHA many time and been denied. He added that the District intends to continue pursuing FmHA funding for water system improvements.

Marilyn Holstrom questioned whether the survey of population had been completed for low and moderate income benefit had been completed. Mr. Morrow responded that the survey had indicated 52% of the population as low and moderate income. Karen Whittle affirmed the eligibility of the project under CDBG guidelines.

Written testimony was received from the City of Troutdale for a city-sponsored project.

4. (B) Public Services.

Ms. Pitts, described the Public Service category as one that in order to qualify, "Projects must provide essential social or health services for low and moderate income persons not currently being provided from other sources." Ms. Pitts said that the proposed allocations are accurate in terms of the amount of funds allocated, however the funds indicated for the American Red Cross should actually be designated for Emergency Housing Voucher Program and Voucher Clearinghouse program. This service is currently being considered by the County under an RFP process administered by the Community Action Program (CAPO) and a final decision on the contractor has not yet been made.

The testimony presented for the Public Services category, in condensed form, is listed below:

1. Terry Rogers; Multnomah County Legal Aid Service:

Terry Rogers said that she wished to present testimony of two of Legal Aid's projects recommended for funding - the Housing Assistance Project (Legal) and Fair Housing Assistance. Ms. Rogers said that the Housing Assistance project meets the legal needs of low-income people facing eviction and housing habitability issues. She described the work Multnomah County Legal Aid's staff does to ensure that low-income individuals and families receive counseling and legal assistance to maintain their housing. Ms. Rogers said that her staff also conducts outreach to educate tenants on their rights and

4. (B) Public Services, contd.

responsibilities under the law. She said that Legal Aid staff participates in landlord training events as well. Ms. Rogers described the efforts her agency has undertaken to provide multilingual translation services.

Peter von Christierson questioned whether the CDBG funds assist with legal costs involved in court proceedings. Ms. Rogers responded in the negative, saying that those costs were covered by other sources of program funding.

Ms. Rogers continued with testimony on the Fair Housing Assistance Project which will provide outreach, education, counseling and referral for low-income families facing housing discrimination issues. Ms. Rogers said the program has taken a comprehensive approach to conducting outreach to people within the classes protected by the civil rights law. Ms. Rogers said that some of the cases her staff has litigated will have a significant impact on reducing discriminatory housing practices in Multnomah County.

2. Marge Jozsa; Neighborhood Health Clinics:

Ms. Jozsa thanked the P.A.B. for its continuing support for the Neighbor a Vecino dental clinic. Ms. Jozsa said that the clinic has revised its program to conduct dental services with private dentists in the dentists' own offices. Previously the program had attempted to recruit dentists into their program's clinics. Ms. Jozsa said a strong partnership has been made with the Multnomah Dental Society to provide volunteer dentists for the program. She concluded by saying that the \$5,000 granted to the Neighbor a Vecino clinic is tripled in in-kind dental services provided to low-income families.

4. (C) Housing Preapplications.

Ms. Pitts explained that the PAB recommendation for use of federal housing funds was based on preapplications received from local housing sponsors. The recommendations identify award of Community Development Block Grant funded projects and HOME Investment Partnerships Program funds. This is the first year the PAB has considered proposals for the new federal HOME Block Grant. HOME is a new program established by the National Affordable Housing Act of 1990, which also created the requirement for the Comprehensive Housing Affordability Strategy (CHAS). The Urban County participated with the Cities of Gresham and Portland in the development of the local CHAS.

4. (C) Housing Preapplications, contd.

All uses of CDBG and HOME must be consistent with the local CHAS goals, CDBG and HOME program regulations.

PAB recommendation regarding specific development is framed as a commitment to "continue exploration." HOME funds are new and regulations for how to use the program are in the formative stage. It is the belief of staff that the recommendations all represent viable projects for the Urban County housing agenda. However, as the program regulations are clarified, the specific development items may be subject to change.

The testimony presented for the Housing Preapplication category, in condensed form, is listed below:

1. Susan Lind; CASA of Oregon:

Susan Lind described the project that CASA of Oregon intends to build in Gresham. Ms. Lind said the project will develop a Farmers Home Administration (FmHA) application for approximately 40 units of housing for farmworker families. She said that the FmHA program can provide significant support for the project through the provision of both grants and loans for development costs. She added that FmHA often provides rental subsidy for tenants as a form of continued project assistance.

2. Terry Rogers; Multnomah County Legal Aid Service:

Terry Rogers said that she welcomes the "seed money" allocation to Legal Aid for a comprehensive, county-wide Fair Housing Assistance. Cecile Pitts explained that the proposal is for the project to be funded through an allocation of development fees for construction on new housing units. Ms. Pitts said that the U.S. Department of Housing and Urban Development (HUD) will make a determination on whether this is an eligible funding mechanism.

5. Other Comments.

Written testimony was received from Access Oregon, Inc.

6. CLOSE.

Chairperson Paul Yarborough thanked the presenters for their testimony and adjourned the meeting at 6:00 pm.

JH:cak



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
COMMUNITY DEVELOPMENT DIVISION
2115 S.E. MORRISON
PORTLAND, OREGON 97214
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BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

DATE: May 14, 1992

TO: Gladys McCoy, Chair of the Board of County Commissioners
Pauline Anderson, District 1 Commissioner
Gary Hansen, District 2 Commissioner
Rick Bauman, District 3 Commissioner
Sharron Kelley, District 4 Commissioner

FROM: Cecile Pitts, Program Manager
Community Development Program

SUBJECT: Public Hearing for 1992
Community Development Block Grant (CDBG) Final Statement

On May 14, the Multnomah County Policy Advisory Board (PAB) held a public hearing regarding the proposed recommendations for CDBG 1992-93. The list of recommendations and hearing notice were published in the Oregonian. The proposed final statement was included in the Board agenda package.

Testimony on the HOME Partnerships Initiatives Program was also taken at the May 14th hearing. The proposed projects under HOME are identified by the PAB for further exploration. HOME is a new program and the proposals require additional research regarding eligibility and program design. Attached is the HOME project summary.

The Multnomah County PAB hearing minutes are also attached for your review. These minutes have been distributed to the Policy Advisory Board membership.

I hope this preview of public concerns and comments will be helpful. If you are interested in meeting and discussing these matters further, I would be happy to do so.

Attachments

40C/3338C

HOME PARTNERSHIPS INITIATIVE PROGRAM

URBAN COUNTY PROGRAM SUMMARY

PROGRAM YEAR 1992-93

DATE: 5/14/92

The HOME Partnerships Investment Program is a new program established by the National Affordable Housing Act of 1990, which also created the requirement for the Comprehensive Housing Affordability Strategy (CHAS). In 1991 the Urban County participated with the Cities of Gresham and Portland in the development of the local CHAS.

All uses of HOME must be consistent with the local CHAS goals. Proposals which use CDBG in combination with HOME must also be eligible for the Block Grant program. Applicable CDBG citations have also been reviewed by County staff and the Policy Advisory Board.

Preapplications for housing activities were solicited as part of the established CDBG application cycle. Because of the nature of these projects, the staff advice regarding specific development is framed as a recommendation to "continue exploration". HOME funds are new, and regulations for how to use the program are still in the formative stage. It is the belief of staff that the recommendations all represent viable projects for the Urban County housing agenda. However, as the program regulations are clarified, the specific development items may be subject to change.

A summary of the recommended 1992 Urban County HOME funded housing agenda is as follows:

ACTIVITY	\$ HOME \$
1. Rental Housing Development: Community Housing Development Organizations Set aside per HOME regulations.1	\$ 58,650
2. Rental Housing Development: Farmworker Family Hsg Development.	\$ 10,000
3. Special Needs Hsg: Mt Hood Residential Care Facility for Persons with Mental Illness.	\$150,000

HOME SUMMARY
1992-93
Page #2

ACTIVITY	\$ HOME \$
4. Other Special Needs Projects.	\$143,350
5. Renter assistance: CHAS wide program.	\$ 19,000
6. Fair Hsg Information Service Cost.	\$ 10,000
TOTAL	\$391,000

April 17, 1992

To Whom It May Concern:

We are very concerned about the proposed sidewalk in front of our home at 235 SE Harlow. The proposed sidewalk is unnecessarily wide which includes a landscape strip and 5' wide sidewalk.

The City of Troutdale needs to revise this proposed sidewalk so that it does not protrude into our front yards. A simple solution to this would be to eliminate the landscape strip and have a 3' wide sidewalk this is more appealing and less obtrusive to our rather shallow front yards.

Homeowners

Russanna Engelstad
Russanna Engelstad

Reginald Oakman
Reginald Oakman

RECEIVED
5/11/92
RECORDER'S OFFICE
CITY OF TROUTDALE

May 6, 1992

City Council
City of Troutdale
Troutdale, OR 97060

Dear City Council:

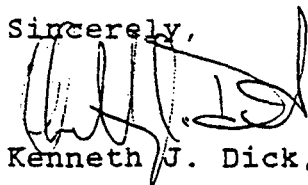
It has come to my attention that the city is planning to put in sidewalks and curbs on SE Harlow, between Second and Third streets. I am delighted! I have owned the property at 234 and 236 SE Harlow since 1976 and have been pleased with the way Troutdale has been growing and improving over the years.

It has also come to my attention that there is a plan to put a five foot planting strip in addition to the sidewalk and curb. I am in strong disagreement with this! First of all, if this were to happen, my property would have no front yard at all, only a long flight of stairs up to the front door. Secondly, the curb and sidewalk projects that have been completed nearby in recent years don't have an additional five foot planting strip.

I believe that if the City were to put in a five foot planting strip in addition to the curbs and sidewalks it would decrease the value of my property. I fail to see how this can be in the best interest of the community.

I do appreciate your considering my comments and concerns. Thank you for your time and energies in making Troutdale the fine community it is!

Sincerely,



Kenneth J. Dick, CRS

bmd

1526 Pine Valley Circle
Gresham, OR 97030

Jayvan Jones
244 S.E. Harlow Av..
Troutdale, Ore.

Public Works
Troutdale Planning Commission;

In regards to the work that is planned for Harlow St. this year between 2nd and 3rd, From what we can figure out it will have the sidewalk 36 inches from my front window, we are all for sidewalks and curbs but as for the plans for a 5 foot beauty strip that I would have to maintain I would just as soon have the sidewalks moved 5 ft. away from my window.

It would not only affect me but the house next door would lose there front perch.

The house across the street would lose all the trees and the fence which means a lot of time and money that could be used somewhere else.

I hope we can all come to a agreement that makes all us happy.

Thank You,

Jayvan Jones

Troutdale Ltr. #4

RECEIVED
4-20-92

COMMUNITY DEVELOPMENT
CITY OF TROUTDALE

Stephanie A. Winczewski
243 S.E. Harlow
Troutdale, OR 97060

To whom it may concern:


I am writing in regards to the sidewalk, curb, and landscape strip proposed for S.E. Harlow between 2nd and 3rd streets. I am very glad to hear of these improvements and generally support the proposal. I am concerned however, about the need for the 5 feet landscaping strip. In order for accomadation of this additional 5 feet it would be necessary to remove an approximatly 80 year old cedar tree, a well established arborveta hedge, one small pine tree, and another medium sized tree, on the property I am purchasing from Elizabeth Giles-Lilly. In addition I have a 5 foot tall fence across the front of my home the city would need to replaced.

If Harlow street were allowed to have a simple sidewalk like the ones on second and third streets without a landscaping strip the residents would have an additional 5 feet to maintain adjacent to their property, not across a sidewalk. Also, an additional 5 feet of privacy. Many, in fact 4 of the 6 homes involved, would be sitting with living rooms 6 feet from the sidewalk.

In my particular case I find that a revision of the plan omitting the landscaping strip would save the city many additional costs for tree removal and fence replacements, increase the pprivacy of a majority of the residents, and serve the purpose of cleaning up our unattractive street. I totally agree we need to do something, I just feel the landscaping strip is going a bit too far and would hate to see my trees removed and a sidewalk 6 feet from my front door instead of 11 feet which would be the case if the landscaping strip were omitted.

Thank you for your consideration, I and other homeowners look forward to your decision at the May 14th hearing and plan to attend.

Sincerely yours,


Stephanie A. Winczewski R.N.



MULTNOMAH COUNTY
COMMUNITY DEVELOPMENT
HOUSING GRANT TESTIMONY

Access Oregon's Housing Modification Project with Multnomah County Community Development Program proposes to make available grant money to persons with disabilities to have modifications made to a property they wish to rent. Other elements of this proposal include: A) technical assistance to contractors to assure accessibility compliance and sharing of general information on modification plans; B) provide education to landlords and property owners regarding the advantages of allowing accessibility modifications to be made to their rental stock; C) encourage use of any tax credits or loan programs a landlord could qualify for to make voluntary modifications; D) educate individuals with disabilities about the demonstration project; E) provide a list of contractors to disabled renters and, when available, locate donated services to assist in completion of work/labor (installation of grab bars, changing hardware, etc.). The project would serve Multnomah County - City of Portland.

Access Oregon serves persons with disabilities in a community based setting. We are overwhelmed by the obstacles facing the disabled in obtaining housing. There exists a severe shortage of accessible housing, and many consumers spend inordinate amounts of time looking for "useful" housing but rarely find accessible housing. Many persons with disabilities are individuals with low/moderate incomes and cannot

afford to make even simple modifications to their living environments which could allow them to live more independently and experience a quality of life. It is our experience that funds have been lacking to make necessary modifications. Many modifications are simple and inexpensive to make, but without resources no changes can occur.

Through our Fair Housing Initiatives Project last year we worked to educate tenants and landlords about fair housing. Many landlords were willing, given a source of financial support, to allow modifications to be made. They understood the benefits to their business, and demonstrated an understanding of their responsibilities under the Fair Housing Law. Without access, many individuals with disabilities may be in housing they cannot get in and out of independently, use the kitchen or even the bathrooms. These are serious and, in some cases, can be life threatening situations to health and safety. We feel that most landlords would allow modifications to remain in units and frequently try to find another renter with a disability to fill the unit. We urge your support of our project proposal.

Respectfully submitted,

Linda Jones
Business Manager
5/14/92

Meeting Date: MAY 21 1992

Agenda Date: 2-15
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: FY 1991-92 Intergovernmental Revenue Agreement from City of Portland
for Relocation Assistance through Community Action Program

BCC Informal: _____ Date _____ BCC Formal: _____ Date _____
DEPARTMENT: Social Services DIVISION: Housing & Community Svcs
CONTACT: Bill Thomas/Rev España TELEPHONE: 248-5464
PERSON(S) MAKING PRESENTATION: Ardys Craghead/Norm Monroe/Bill Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

Housing and Community Services Division/Community Action Program recommends approval of the revenue agreement from the City of Portland which provides \$15,000 for relocation costs for residential households affected by City Bureau of Buildings' closure of buildings, through June 30, 1992.

Under the contract, two of Community Action Program's Community Service Centers (Albina Ministerial Alliance and YWCA, St. John's) will have access to funds to help households affected by the city's building closures; they will also receive payment for case management services provided as part of the relocation process.

The revenue contract is accompanied by DSS Budget Modification #08 which adds the \$15,000 to the FY 1991-92 Community Action Pass Through Budget.

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

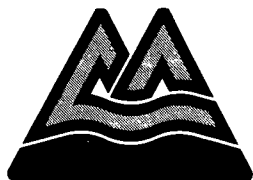
(All accompanying documents must have required signatures)

ca929b

1/90

Returned Original IGA & Contracts to John Pearson 5/22/92.

1992 MAY 12 AM 11:21
CLERK OF BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION — (503) 248-3646
COMMUNITY ACTION PROGRAM OFFICE — (503) 248-5464
421 S.W. 5TH, 2ND FLOOR
PORTLAND, OREGON 97204
FAX # (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services *Ardys*

FROM: Norm Monroe, Director *Norm*
Housing and Community Services Division

DATE: April 28, 1992

SUBJECT: DSS Budget Modification #08: City Relocation Services and City of
Portland Revenue Contract

Retroactive Status: The revenue contract with the City of Portland is retroactive to April 1, 1992, the date set by the City. Contract processing was delayed pending negotiations over contract language.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland for relocation assistance, effective April 1, 1992 through June 30, 1992, and the accompanying DSS Budget Modification #08.

Analysis: The Housing and Community Services Division/Community Action Program has received a revenue contract for \$15,000 from the City of Portland, Bureau of Community Development. The contract sets up a fund to pay for relocation and moving assistance for residents of buildings closed and vacated by the City Bureau of Buildings.

As required by the contract, these funds will be made available to two of Community Action Program's Community Service Centers: Albina Ministerial Alliance, covering Northeast Portland, and YWCA, covering North Portland. These two agencies will have access to funds to pay for moving costs of households affected by the building closures and will be reimbursed for related case management costs. Contract amendments adding these relocation funds to the contracts will be processed separately.

DSS Budget Modification #08, which accompanies this revenue contract, adds the \$15,000 City funds to the Community Action Program's Pass Through line. The contract does not allow for indirect charges.

Background: This City contract contains funds for the City's Moving Assistance Program, adopted and amended through ordinance in 1979 and 1987. Due to the prior service provider electing to stop relocation services, and due to the increasing costs of the services, the City has revised its procedures and budget for the program. In cooperation with the Community Action service system, the City has selected the Community Action Community Service Centers to serve as the relocation providers under the Moving Assistance Program. The current City contract designates funding for the North and Northeast areas; consideration will be given to expanding the program to the other areas based on need.
ca929z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104042

Amendment # -

CLASS I <input type="checkbox"/> Professional Services 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 checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners R-15 May 21, 1992
---	---	---

Department Social Services Division Hsg & Community Svcs. Date 4/28/92

Contract Originator John Pearson Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract revenue agreement provides funds for relocation and moving costs for households residing in buildings closed and vacated by City Bureau of Buildings.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW 3rd, Room 600
Portland, OR 97204

Phone (503) 823-2381

Employer ID # or SS # N/A

Effective Date April 1, 1992

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 15,000

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☒ Monthly \$ Per Invoice ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Ardis Crashead*

Purchasing Director
(Class II Contracts Only) *[Signature]*

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

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

Encumber: Yes ☐ No ☐

Date 4-30-92

Date _____

Date 5-11-92

Date 5/24/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730			2719			City Emergency	\$15,000	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1230

104043

AGREEMENT NO.

An agreement between the CITY OF PORTLAND, OREGON and the Multnomah County Community Action Program Office for \$15,000 to provide relocation and moving assistance services.

RECITALS:

1. A provision of City Resolution No. 32514, adopted September 26, 1979, established a Moving Assistance Program to assist individuals displaced from housing in the downtown area due to the enforcement of City Buildings Code.
2. Resolution No. 34242, adopted February 18, 1987, expanded the geographic area of operation citywide and clarified procedures and policies criteria for eligibility, in response to changing conditions and circumstances.
3. Due to the designated social services provider deciding to stop providing relocation and moving services, and due to increasing costs in providing such service, there is a need to re-evaluate procedures and budget of the program.
4. The multi-service network coordinated by Multnomah County's Community Action Program Office possesses the capability to provide relocation and moving assistance services in cases where the Bureau of Buildings determines that a residential structure should be closed and vacated.
5. Random emergency closures of dwellings resulting from life-threatening housing code violations are not subject to the Uniform Relocation Act (URA) requirements, although HUD funds may be used to assist occupants affected by City actions.

AGREED:

I. Scope of Services

The Multnomah County Community Action Program office (CAPO) will oversee the following services to be performed by the Albina Ministerial Alliance and St. John's YWCA relative to the Moving Assistance and Relocation Program for the City of Portland.

- A. Work with the Albina Ministerial Alliance and St. John's YWCA so that each designates one person to serve as primary contact for relocation requests from the Bureau of Buildings.
- B. When an agency is notified by the Bureau of Buildings that a residence is to be vacated, at a minimum the affected agency will provide the following assistance:
 - 1) Personally contact all residential tenants.
 - 2) Advise residential tenants of the availability of moving assistance payments.

- 3) Assist tenants in finding and moving to appropriate replacement housing.
 - 4) Provide referrals and assistance as necessary to welfare, legal, health, or other agencies as needed by the tenant.
- C. The agencies shall determine the eligibility of each tenant to receive assistance. Bonafide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining the benefits provided.
- D. The agencies shall provide basic services and payments to families who must relocate up to a maximum of \$2,000, and to singles up to a maximum of \$1,000. Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.
- In cases where additional moving or service costs appear to be needed, CAPO will request prior approval from the BCD Project Manager.
- E. Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing or if a hardship exists.
- F. Payment may be made directly to the tenant, for housing, or for an associated service, provided the Contractor is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.
- G. A participating agency will refer questions on eligibility or the type of expense eligible for payment to CAPO, who may refer it to the Bureau of Community Development for a decision in unclear cases.
- H. CAPO will submit a report each quarter identifying each tenant displaced, including ethnicity, date moved, new address, purpose and amount of payment, and date payment was made.
- I. Participating agencies will maintain all records for the project, including performance, client eligibility and demographic data, and fiscal data, for a minimum of three years after termination of the contract.
- J. CAPO, the Bureau of Buildings and Bureau of Community Development will operate the program in accordance with the procedures identified in Attachment A.

II. City Project Manager

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

IV. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the Housing and Community Development (HCD) Program. Without prior approval from BCD, the maximum amount of billable time shall be thirty (30) hours for each family and fifteen (15) hours for singles, at the established service rate for each participating agency plus a 10% premium for response time requirements. Attachment B contains the service rates for each multi-service agency.
- B. Payments will be made upon submission of a statement of expenditures. CAPO shall keep receipts for needed moving, relocation, housing, and social services costs, and evidence of service time provided. It is agreed that total compensation under this agreement shall not exceed \$15,000 (FIFTEEN THOUSAND DOLLARS).

V. GENERAL CONTRACT PROVISIONS

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

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

B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.

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

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

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

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

D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes, including changes to scope of work and budget line items, may be approved by the Director of the Bureau of Community Development.

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

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

2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. SECTION 3: The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H above.

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

- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The Contractor is self-insured as provided by Oregon law.
- L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the

agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

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

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

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

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

- O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

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

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

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

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

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

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The Contractor assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor

shall complete and submit Standard Form-LLL,
"Disclosure Form to Report Lobbying," in accordance
with its instructions.

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

CC. CHURCH-STATE. The Contractor agrees to comply with the
applicable provisions of 24 CFR 570.200(j) or 24 CFR
576.22 regarding the use of federal funds by religious
organizations.

VI. Period of Agreement

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

Dated this _____ day of _____, 1992.

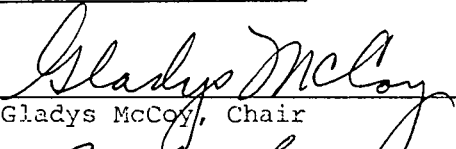
CITY OF PORTLAND

Commissioner Gretchen Kafoury


APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney

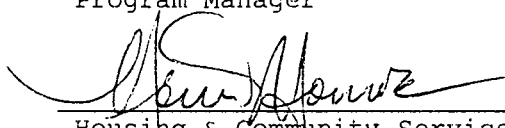
MULTNOMAH COUNTY



Gladys McCoy, Chair

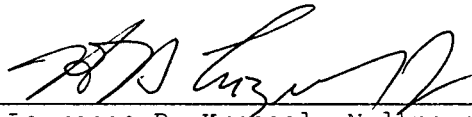


Housing & Community Services
Program Manager



Housing & Community Services
Division Director

REVIEWED:



Laurence B. Kressel, Multnomah County
Counsel

RATIFIED
Multnomah County Board
of Commissioners

L-15 5-21-92

MOVING ASSISTANCE AND RELOCATION PROCEDURES RELATED TO
CODE ENFORCEMENT AND EMERGENCY CLOSURE

Following are procedures for requesting moving assistance from the Community Action Program Office's Multi-Service Center Network in cases where the Bureau of Buildings determines that residential structures should be closed and vacated.

Eligibility

- 1) Designated Focus Areas. (West Clinton, Piedmont, Woodlawn, King, Boise, Eliot, Humboldt, Vernon, Sabin, Concordia,
- 2) All residential structures (single family, duplex, multi-family, and SRO hotels) in any case where relocation is a result of City code enforcement procedures.
- 3) Residential tenants only.

Payments

- 1) Provide basic payments to families who must relocate, up to a maximum of \$2000, and to single occupants up to \$1000 as documented by actual moving costs.

Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

- 2) Costs for moving assistance and case management services provided by an approved social services agency will be paid to Multnomah County's Community Action Program Office at the established service rate for each participating agency plus a 10% premium for response time. The maximum billable time will be 30 hours for each family and 15 hours for single occupants.
- 3) Administrative flexibility is provided to increase the basic unit amount in special circumstances. In cases where additional moving costs are incurred or where additional costs are expected to be incurred by social services providers for case management, approval will be required from the BCD Project Manager.
- 4) The basic unit amounts will be reviewed on an annual basis by BCD, CAPO and the Bureau of Buildings and may be adjusted to reflect increased or decreased costs based on the

adequacy of moving assistance payments or case management costs. These adjustments are subject to normal budget approval procedures.

Relocation Procedure

- 1) When the Bureau of Buildings becomes aware of a residential structure where an order to vacate is likely, an "early warning" will be given, by phone, to the Multi-Service Center serving that area, with a copy to CAPO. If the structure contains three or more units, notice will also be given to PDC.
- 2) Each Multi-Service Center will designate one person to serve as primary contact for relocation requests, and one alternate.
- 3) When the Bureau of Buildings or the Code Hearings Officer orders a residence vacated, the inspections supervisor will notify the Multi-Service Center contact by phone, and request relocation assistance. The Bureau will provide the address of the structure, the date by which the building must be vacated and as much information as is available regarding the residents. A memo requesting assistance will follow, with copies to BCD and CAPO.
- 4) The Multi-Service Center will immediately assign a case manager. Where the Bureau has given an "early warning", the case manager will make a site visit and begin an assessment within 24 hours. Where there has been no warning, the case manager will make a site visit and begin assessment within 72 hours.
- 5) Should the Multi-Service Center be unable to provide timely assistance in accordance with the contract or these guidelines, CAPO will locate another center which can provide the needed services.
- 6) For one and two family structures, residents will be relocated, at least to emergency shelter, within one week of a request for assistance.

Reclamation For Moving Assistance Expenses

- A) The Bureau of Buildings receives a summary statement of relocation costs from CAPO and other affected Bureaus (i.e. Fire Bureau).
- B) The Bureau of Buildings prepares a statement of costs to invoice property owners for costs incurred. Relocation costs include:

1. Inspection costs.
 2. Administrative costs.
 3. Monies paid to occupants for actual relocation costs.
 4. Monies paid to public/private social service agencies which aid the City in relocating tenants for actual costs.
- C) Liens are assessed upon the property pursuant to Chapter 22.06 of the Portland City Code, or at the discretion of the Director of the Bureau of Buildings, reimbursement may be sought by litigation through the City Attorney's Office.

Billings

- 1) CAPO will reimburse the social service agency providing the relocation assistance. Reimbursement for relocation assistance and services will be on a "requirements" basis; that is in addition to, rather than in lieu of, specified units of service CAPO is currently purchasing from agencies.
- 2) CAPO will bill BCD for actual relocation costs and services rendered by the social service agency.

Attachment B

CASE MANAGEMENT SERVICE RATES, FY 1991-92

ALBINA MINISTERIAL ALLIANCE: \$26.75

YWCA, ST. JOHNS: \$24.61 per hour

BUDGET MODIFICATION NO. DSS 108

(For Clerk's Use) Meeting Date MAY 21 1992
Agenda No. R-16

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: SOCIAL SERVICES

DIVISION: HOUSING & COMMUNITY SERVICES

CONTACT: Rey España

TELEPHONE: 248-5464

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Ardys Craghead/Rey España

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

DSS Budget Modification # 108 adds \$15,000 in City of Portland funds to the Housing and Community Services Division/Community Action FY 1991-92 Pass Through Budget to pay for moving and relocation assistance for persons relocated from their housing due to building closure by the City Bureau of Buildings.

This Budget Modification accompanies the revenue contract from the City of Portland.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

DSS Budget Modification # 108 increases the Housing and Community Services Division/Community Action Pass Through budget by \$15,000 City funds. These funds will be subcontracted to two current providers as required by the revenue contract, to pay for moving and relocation assistance on behalf of the City when the City closes a building.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1730 by \$15,000 City Emergency (Relocation) funds.
- o Increase Org 1730 by \$105 General Fund Indirect Support.
- o Increase Service Reimbursement from F/S to General Fund by \$105.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By <i>[Signature]</i>	Date <u>4/28/92</u>	Department Manager <i>[Signature]</i>	Date <u>4/30/92</u>
Finance/Budget <i>[Signature]</i>	Date <u>5/1/92</u>	Employee Relations <i>[Signature]</i>	Date <u>5/1/92</u>
Board Approval <i>[Signature]</i>	Date <u>5-21-92</u>		

ca929

Sent Original Bud Mod & Copy of Contract (IGA) to Kathy Davis
5-22-92

File Name: ca929

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			6060			15,000		Pass Through
		156	010	1730			7100			105	15,105	Indirect TOTAL, ORG. # 1730
		100	010	0105			7608			105	105	Cash Transfer SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										15,210	TOTAL EXPENDITURE CHANGE	

File Name: ca929

REVENUE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			2719			15,000		City Emerg. (Relocation)
		156	010	1730			7601			105	15,105	Gen. Fund Indirect Supp. TOTAL, ORG 1730
		100	045	7410			6602			105	105	Serv.Reimb./Gen.Fund TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										15,210	TOTAL REVENUE CHANGE	



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION — (503) 248-3646
COMMUNITY ACTION PROGRAM OFFICE — (503) 248-5464
421 S.W. 5TH, 2ND FLOOR
PORTLAND, OREGON 97204
FAX # (503) 248-3332

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services *Craghead*

FROM: Norm Monroe, Director *MM*
Housing and Community Services Division

DATE: April 28, 1992

SUBJECT: DSS Budget Modification #08: City Relocation Services and City of Portland Revenue Contract

Retroactive Status: The revenue contract with the City of Portland is retroactive to April 1, 1992, the date set by the City. Contract processing was delayed pending negotiations over contract language.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland for relocation assistance, effective April 1, 1992 through June 30, 1992, and the accompanying DSS Budget Modification #08.

Analysis: The Housing and Community Services Division/Community Action Program has received a revenue contract for \$15,000 from the City of Portland, Bureau of Community Development. The contract sets up a fund to pay for relocation and moving assistance for residents of buildings closed and vacated by the City Bureau of Buildings.

As required by the contract, these funds will be made available to two of Community Action Program's Community Service Centers: Albina Ministerial Alliance, covering Northeast Portland, and YWCA, covering North Portland. These two agencies will have access to funds to pay for moving costs of households affected by the building closures and will be reimbursed for related case management costs. Contract amendments adding these relocation funds to the contracts will be processed separately.

DSS Budget Modification #08, which accompanies this revenue contract, adds the \$15,000 City funds to the Community Action Program's Pass Through line. The contract does not allow for indirect charges.

Background: This City contract contains funds for the City's Moving Assistance Program, adopted and amended through ordinance in 1979 and 1987. Due to the prior service provider electing to stop relocation services, and due to the increasing costs of the services, the City has revised its procedures and budget for the program. In cooperation with the Community Action service system, the City has selected the Community Action Community Service Centers to serve as the relocation providers under the Moving Assistance Program. The current City contract designates funding for the North and Northeast areas; consideration will be given to expanding the program to the other areas based on need.

ca929z

AGREEMENT NO.

An agreement between the CITY OF PORTLAND, OREGON and the Multnomah County Community Action Program Office for \$15,000 to provide relocation and moving assistance services.

RECITALS:

1. A provision of City Resolution No. 32514, adopted September 26, 1979, established a Moving Assistance Program to assist individuals displaced from housing in the downtown area due to the enforcement of City Buildings Code.
2. Resolution No. 34242, adopted February 18, 1987, expanded the geographic area of operation citywide and clarified procedures and policies criteria for eligibility, in response to changing conditions and circumstances.
3. Due to the designated social services provider deciding to stop providing relocation and moving services, and due to increasing costs in providing such service, there is a need to re-evaluate procedures and budget of the program.
4. The multi-service network coordinated by Multnomah County's Community Action Program Office possesses the capability to provide relocation and moving assistance services in cases where the Bureau of Buildings determines that a residential structure should be closed and vacated.
5. Random emergency closures of dwellings resulting from life-threatening housing code violations are not subject to the Uniform Relocation Act (URA) requirements, although HUD funds may be used to assist occupants affected by City actions.

AGREED:

I. Scope of Services

The Multnomah County Community Action Program office (CAPO) will oversee the following services to be performed by the Albina Ministerial Alliance and St. John's YWCA relative to the Moving Assistance and Relocation Program for the City of Portland.

- A. Work with the Albina Ministerial Alliance and St. John's YWCA so that each designates one person to serve as primary contact for relocation requests from the Bureau of Buildings.
- B. When an agency is notified by the Bureau of Buildings that a residence is to be vacated, at a minimum the affected agency will provide the following assistance:
 - 1) Personally contact all residential tenants.
 - 2) Advise residential tenants of the availability of moving assistance payments.

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II. City Project Manager

- A. The City Project Manager such other person as sha the Director of the Bure
- B. The Project Manager is a billings hereunder, to g to terminate this agreem carry out any other City

IV. Compensation and Method of Pay

- A. Multnomah County will be services by the City thro Development (HCD) Program BCD, the maximum amount c thirty (30) hours for eac hours for singles, at the each participating agency response time requirement service rates for each mu
- B. Payments will be made upo expenditures. CAPO shall moving, relocation, housi and evidence of service t that total compensation u exceed \$15,000 (FIFTEEN TH

V. GENERAL CONTRACT PROVISIONS

- A. TERMINATION FOR CAUSE. In 85.43, if, through any cau to fulfill in timely and p obligations under this Con shall violate any of the d stipulations of this Contr itself of such remedies as giving written notice to t and specifying the effecti days before the effective event, all finished or unf studies, and reports prepa this Contract shall, at th the property of the City a entitled to receive just a any satisfactory work comp.

Notwithstanding the above, relieved of liability to tl by the City by virtue of al the Contractor, and the Cit to the Contractor for the p time as the exact amount of the Contractor is determine

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

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

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

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

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

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income.

T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

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

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The Contractor assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor

shall complete and submit Standard Form-LLL,
"Disclosure Form to Report Lobbying," in accordance
with its instructions.

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

CC. CHURCH-STATE. The Contractor agrees to comply with the
applicable provisions of 24 CFR 570.200(j) or 24 CFR
576.22 regarding the use of federal funds by religious
organizations.

VI. Period of Agreement

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

Dated this _____ day of _____, 1992.

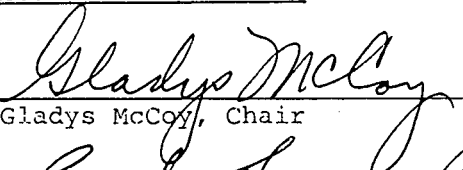
CITY OF PORTLAND

Commissioner Gretchen Kafoury

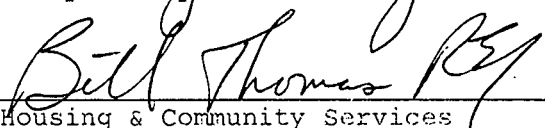
APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney

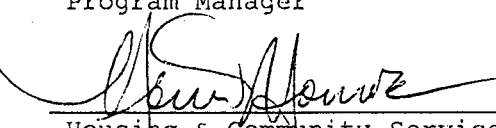
MULTNOMAH COUNTY



Gladys McCoy, Chair

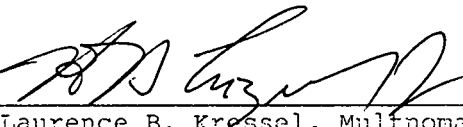


Housing & Community Services
Program Manager



Housing & Community Services
Division Director

REVIEWED:



Laurence B. Kressel, Multnomah County
Counsel

RATIFIED
Multnomah County Board
of Commissioners

L-15 5-21-92

MOVING ASSISTANCE AND RELOCATION PROCEDURES RELATED TO
CODE ENFORCEMENT AND EMERGENCY CLOSURE

Following are procedures for requesting moving assistance from the Community Action Program Office's Multi-Service Center Network in cases where the Bureau of Buildings determines that residential structures should be closed and vacated.

Eligibility

- 1) Designated Focus Areas. (West Clinton, Piedmont, Woodlawn, King, Boise, Eliot, Humboldt, Vernon, Sabin, Concordia,
- 2) All residential structures (single family, duplex, multi-family, and SRO hotels) in any case where relocation is a result of City code enforcement procedures.
- 3) Residential tenants only.

Payments

- 1) Provide basic payments to families who must relocate, up to a maximum of \$2000, and to single occupants up to \$1000 as documented by actual moving costs.

Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

- 2) Costs for moving assistance and case management services provided by an approved social services agency will be paid to Multnomah County's Community Action Program Office at the established service rate for each participating agency plus a 10% premium for response time. The maximum billable time will be 30 hours for each family and 15 hours for single occupants.
- 3) Administrative flexibility is provided to increase the basic unit amount in special circumstances. In cases where additional moving costs are incurred or where additional costs are expected to be incurred by social services providers for case management, approval will be required from the BCD Project Manager.
- 4) The basic unit amounts will be reviewed on an annual basis by BCD, CAPO and the Bureau of Buildings and may be adjusted to reflect increased or decreased costs based on the

adequacy of moving assistance payments or case management costs. These adjustments are subject to normal budget approval procedures.

Relocation Procedure

- 1) When the Bureau of Buildings becomes aware of a residential structure where an order to vacate is likely, an "early warning" will be given, by phone, to the Multi-Service Center serving that area, with a copy to CAPO. If the structure contains three or more units, notice will also be given to PDC.
- 2) Each Multi-Service Center will designate one person to serve as primary contact for relocation requests, and one alternate.
- 3) When the Bureau of Buildings or the Code Hearings Officer orders a residence vacated, the inspections supervisor will notify the Multi-Service Center contact by phone, and request relocation assistance. The Bureau will provide the address of the structure, the date by which the building must be vacated and as much information as is available regarding the residents. A memo requesting assistance will follow, with copies to BCD and CAPO.
- 4) The Multi-Service Center will immediately assign a case manager. Where the Bureau has given an "early warning", the case manager will make a site visit and begin an assessment within 24 hours. Where there has been no warning, the case manager will make a site visit and begin assessment within 72 hours.
- 5) Should the Multi-Service Center be unable to provide timely assistance in accordance with the contract or these guidelines, CAPO will locate another center which can provide the needed services.
- 6) For one and two family structures, residents will be relocated, at least to emergency shelter, within one week of a request for assistance.

Reclamation For Moving Assistance Expenses

- A) The Bureau of Buildings receives a summary statement of relocation costs from CAPO and other affected Bureaus (i.e. Fire Bureau).
- B) The Bureau of Buildings prepares a statement of costs to invoice property owners for costs incurred. Relocation costs include:

1. Inspection costs.
 2. Administrative costs.
 3. Monies paid to occupants for actual relocation costs.
 4. Monies paid to public/private social service agencies which aid the City in relocating tenants for actual costs.
- C) Liens are assessed upon the property pursuant to Chapter 22.06 of the Portland City Code, or at the discretion of the Director of the Bureau of Buildings, reimbursement may be sought by litigation through the City Attorney's Office.

Billings

- 1) CAPO will reimburse the social service agency providing the relocation assistance. Reimbursement for relocation assistance and services will be on a "requirements" basis; that is in addition to, rather than in lieu of, specified units of service CAPO is currently purchasing from agencies.
- 2) CAPO will bill BCD for actual relocation costs and services rendered by the social service agency.

CASE MANAGEMENT SERVICE RATES, FY 1991-92

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