

ANNOTATED MINUTES

Monday, August 25, 2003 - 2:30 PM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 2:30 p.m., with Vice-Chair Maria Rojo de Steffey and Commissioner Serena Cruz present, and Commissioners Lisa Naito and Lonnie Roberts excused.

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Counsel Concerning Current Litigation or Litigation Likely to be Filed. Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle and Kathryn Short.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 2:55 p.m.

Thursday, August 28, 2003 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:27 a.m., with Vice-Chair Maria Rojo de Steffey present, Commissioner Lisa Naito participating via speakerphone, Commissioner Lonnie Roberts excused, and Commissioner Serena Cruz arriving at 9:30 a.m.

CONSENT CALENDAR

***AT THE REQUEST OF CHAIR LINN AND UPON
MOTION OF COMMISSIONER ROJO, SECONDED***

***BY COMMISSIONER NAITO, CONSENT
CALENDAR ITEMS C-1, C-2 C-4 AND C-5 WERE
APPROVED, WITH COMMISSIONERS NAITO,
ROJO AND LINN VOTING AYE.***

NON-DEPARTMENTAL

- C-1 Appointment of Teresa Maxwell to the COMMUNITY HEALTH COUNCIL
- C-2 Appointment of Sue Stoltenberg to the HOUSING AND COMMUNITY DEVELOPMENT COMMISSION

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY

- C-4 Renewal of Intergovernmental Agreement 0410477 with the State of Oregon Commission on Children and Families, for Participation in the Healthy Start Medicaid Program
- C-5 Renewal of Intergovernmental Revenue Agreement 0410478 with the Oregon Commission on Children and Families, Providing Program Funding to Great Start, Child Care and Development Fund, Court Appointed Special Advocates, Youth Investment, Family Preservation and Support, Local Staffing, Crisis Nurseries, and Healthy Start

REGULAR AGENDA
NON-DEPARTMENTAL

- C-3 Budget Modification NOND 1 Adding \$2,600 in Fee-Supported Expenses to the Auditor's Office

***AT THE REQUEST OF CHAIR LINN AND UPON
MOTION OF COMMISSIONER ROJO, SECONDED
BY COMMISSIONER NAITO, C-3 WAS
POSTPONED INDEFINITELY, WITH
COMMISSIONERS NAITO, ROJO AND LINN
VOTING AYE.***

PUBLIC COMMENT

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

Commissioner Serena Cruz arrived at 9:30 a.m.

KALI MILLER COMMENTS REGARDING STATUS AND CONDITION OF HER RESCUED DOG AND ALLEGED ABUSE AND NEGLIGENCE OF CERTAIN ANIMAL SHELTER EMPLOYEES. JOY GOHL COMMENTS QUESTIONING RECENT POLICY CHANGE RESTRICTING USE OF LIBRARY FACILITIES FOR EDUCATIONAL PROGRAMS TO ONLY NON-PROFIT ORGANIZATIONS.

NON-DEPARTMENTAL

- R-2 Intergovernmental Agreement 0410483 with the City of Portland, Establishing the Relationship of the Parties Regarding the City's Children's Levy and Allocation of the Children's Investment Fund

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-2. TOM SIMPSON EXPLANATION. COMMISSIONER NAITO COMMENTS IN APPRECIATION. AGREEMENT UNANIMOUSLY APPROVED.

- R-1 Review of the Children's Initiative Allocation Committee Recommendations, Allocation Committee Report, and Commission on Children, Families and Community Report; and Consideration of a RESOLUTION Accepting the Portland Children's Levy Allocation Plan and Providing Advice and Counsel Concerning its Recommendations. Presented by Commissioner Lisa Naito, Andy Olshin and Wendy Lebow.

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-1. COUNTY COMMISSIONER LISA NAITO EXPLANATION AND COMMENTS IN APPRECIATION OF THE ALLOCATION COMMITTEE PROCESS AND FOR THE EFFORTS OF CITY OF PORTLAND COMMISSIONER DAN SALTZMAN, AND STAFF JEFF COGEN, ANDY OLSHIN, CHARLOTTE COMITO, WENDY LEBOW, KATHY TURNER, IRIS BELL AND ANDY SMITH. CITY COMMISSIONER DAN SALTZMAN

EXPLANATION AND COMMENTS IN SUPPORT OF THE RECOMMENDED TWO YEAR GRANT INVESTMENT PROPOSALS. COMMISSIONER SALTZMAN EXPLAINED THAT AS SOON AS COUNTY AND CITY APPROVAL IS OBTAINED, THE CONTRACTS WILL BE NEGOTIATED, WITH THE GOAL TO HAVE THE MONEY AVAILABLE BY OCTOBER FIRST. COMMISSIONER SALTZMAN ADDED HE FEELS THE HEAD START RECOMMENDATIONS REPRESENT A MAJOR INVESTMENT PACKAGE, AND WHILE HE IS CONCERNED WITH THE LOWER RANKING OF THE AFFORDABLE CHILD CARE PROGRAM PROPOSALS, HE WILL MAKE SURE THE COMMITTEE WILL DEAL WITH HOW THEY ARE RATED IN THE EVIDENCE-BASED PROVEN PROGRAM CATEGORY IN THE NEXT EARLY CHILDHOOD INVESTMENT ROUND. COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY COMMISSIONER PAM GREENOUGH COMMENTS IN APPRECIATION OF THE WORK OF THE ALLOCATION COMMITTEE IN RECOMMENDING FUNDING FOR PROGRAMS THAT WILL BENEFIT HIGH RISK, SPECIAL NEEDS, AND LOW-INCOME CHILDREN, AS WELL AS ADDRESSING THE NEEDS OF CHILDREN OF COLOR. MS. GREENOUGH RECOMMENDED THAT EFFORTS BE MADE TO DIRECT FUNDS TOWARD CHILD CARE AFFORDABILITY AS SOON AS POSSIBLE. COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY SENIOR RESEARCH AND EVALUATION ANALYST FRED KING SUGGESTED THAT THE ALLOCATION COMMITTEE RETHINK THE EVIDENCE-BASED/PROVEN PROGRAM CATEGORY AND TAKE A CLOSER LOOK AT HOW CHILD CARE PROVIDERS MIGHT COMPETITIVELY COMPETE IN FUTURE ROUNDS. MR. KING RECOMMENDED THAT THE ALLOCATION COMMITTEE ADDRESS THE GOVERNMENT ENTITY ISSUE DIRECTLY, ADDING THAT RESTRICTIONS ON PROGRAM FUNDING TO LOCAL GOVERNMENTS MIGHT

HAVE A DETRIMENTAL EFFECT ON SERVICE DELIVERY. IN RESPONSE TO A REQUEST OF COMMISSIONER CRUZ, COMMISSIONER NAITO ADVISED SHE IS COMMITTED TO LOOKING AT THE RANKING PROCESS FOR CHILD CARE PROVIDERS, AND COMMISSIONER SALTZMAN REPORTED ON THE FOUR COUNTY AND SCHOOL DISTRICTS PROPOSALS RECOMMENDED BY THE ALLOCATION COMMITTEE. ANDY OLSHIN PRESENTED EXPLANATION OF THE RANKING AND EVALUATION COMMITTEE PROCESSES, AND RESPONDED TO QUESTIONS OF CHAIR LINN REGARDING THE ISSUE OF COMPETITION OR BIAS BETWEEN NON-PROFIT AND GOVERNMENT ENTITIES APPLYING FOR FUNDING; AND HOW HE AND THE COMMITTEE WILL ADDRESS THE ISSUE OF FUNDING FOR CHILDCARE PROGRAMS. BOARD COMMENTS IN SUPPORT AND APPRECIATION. RESOLUTION 03-119 UNANIMOUSLY ADOPTED.

- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 1016 UNANIMOUSLY ADOPTED.

DEPARTMENT OF COUNTY HUMAN SERVICES

- R-4 NOTICE OF INTENT to Apply for Edward Byrne Funding for the Development of a Regional Centralized Information and Referral Line (Reapplication)

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-4. AS CHIQUITA ROLLINS NOT YET PRESENT FOR EXPLANATION, THE MOTION WAS

LAI
D ON THE TABLE BY UNANIMOUS BOARD
CONSENSUS.

OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS

- R-5 RESOLUTION Consenting to the Transfer of Real Property from Housing Authority of Portland to Cascadia Behavioral Healthcare for Low Income Housing Purposes

***AT THE REQUEST OF CHAIR LINN AND UPON
MOTION OF COMMISSIONER ROJO, SECONDED
BY COMMISSIONER CRUZ, R-5 WAS
UNANIMOUSLY POSTPONED INDEFINITELY.***

DEPARTMENT OF COUNTY HUMAN SERVICES

- R-4 NOTICE OF INTENT to Apply for Edward Byrne Funding for the Development of a Regional Centralized Information and Referral Line (Reapplication)

***AT THE REQUEST OF CHAIR LINN AND WITH
UNANIMOUS BOARD CONSENSUS, THE MOTION
FOR APPROVAL OF R-4 WAS TAKEN FROM THE
TABLE. COMMISSIONER CRUZ COMMENTS IN
SUPPORT. NOTICE OF INTENT UNANIMOUSLY
APPROVED.***

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-6 RESOLUTION Approving Real Property Lease with Mt. Hood Community College Head Start, Leasing Surplus County Property at 10317 E. Burnside Street, Portland, and Authorizing County Chair to Execute Appropriate Documents to Complete Said Lease

***COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-6. COMMISSIONER NAITO COMMENTS IN
APPRECIATION OF THE COLLABORATION OF
THE COUNTY AND HEAD START IN
CONNECTION WITH THE CHILDREN'S
RECEIVING CENTER. COMMISSIONER NAITO
AND GREG HERLEAN EXPLANATION IN
RESPONSE TO QUESTIONS OF COMMISSIONER***

CRUZ AND CHAIR LINN REGARDING HOW HEAD START WILL FACILITATE TRAINING AND UTILIZATION OF CLASSROOM SPACES FOR PARENT AND CHILD GROUP PROGRAMS WITH ON SITE CHILDCARE; AND PLANNED TENANT IMPROVEMENTS NEGOTIATED WITHIN THE LEASE. COMMISSIONER NAITO EXPRESSED HER APPRECIATION OF THE EFFORTS OF DOUG BUTLER IN GETTING HEAD START TO LEASE SPACE AT THE CAMPUS. RESOLUTION 03-120 UNANIMOUSLY ADOPTED.

There being no further business, the meeting was adjourned at 10:23 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

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

Maria Rojo de Steffey,
Commission Dist. 1

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Serena Cruz, Commission Dist. 2

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Lisa Naito, Commission Dist. 3

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Lonnie Roberts, Commission Dist. 4

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AUGUST 25 & 28, 2003

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	2:30 p.m. Monday Executive Session
Pg 3	9:30 a.m. Thursday Review of the Children's Initiative Allocation Committee Recommendations, Allocation Committee Report and Commission on Children, Families and Community Report; Consideration of a RESOLUTION Accepting Portland Children's Levy Allocation Plan and Providing Advice and Counsel Concerning Recommendations
Pg 3	10:30 a.m. Second Reading and Possible Adoption of an ORDINANCE Amending County Code Relating to County Employee Combined Charitable Giving Campaign

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community
Television

(503) 491-7636, ext. 333 for further info
or: <http://www.mctv.org>

Monday, August 25, 2003 - 2:30 PM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h) for Consultation with Counsel Concerning Current Litigation or Litigation Likely to be Filed. Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session.
-

Thursday, August 28, 2003 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

- C-1 Appointment of Teresa Maxwell to the COMMUNITY HEALTH COUNCIL
- C-2 Appointment of Sue Stoltenberg to the HOUSING AND COMMUNITY DEVELOPMENT COMMISSION
- C-3 Budget Modification NOND 1 Adding \$2,600 in Fee-Supported Expenses to the Auditor's Office

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY

- C-4 Renewal of Intergovernmental Agreement 0410477 with the State of Oregon Commission on Children and Families, for Participation in the Healthy Start Medicaid Program

- C-5 Renewal of Intergovernmental Revenue Agreement 0410478 with the Oregon Commission on Children and Families, Providing Program Funding to Great Start, Child Care and Development Fund, Court Appointed Special Advocates, Youth Investment, Family Preservation and Support, Local Staffing, Crisis Nurseries, and Healthy Start

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 Review of the Children's Initiative Allocation Committee Recommendations, Allocation Committee Report, and Commission on Children, Families and Community Report; and Consideration of a RESOLUTION Accepting the Portland Children's Levy Allocation Plan and Providing Advice and Counsel Concerning its Recommendations. Presented by Commissioner Lisa Naito, Andy Olshin and Wendy Lebow. 1 HOUR REQUESTED.
- R-2 Intergovernmental Agreement 0410483 with the City of Portland, Establishing the Relationship of the Parties Regarding the City's Children's Levy and Allocation of the Children's Investment Fund
- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

DEPARTMENT OF COUNTY HUMAN SERVICES - 10:35 AM

- R-4 NOTICE OF INTENT to Apply for Edward Byrne Funding for the Development of a Regional Centralized Information and Referral Line (Reapplication)

OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS - 10:40 AM

- R-5 RESOLUTION Consenting to the Transfer of Real Property from Housing Authority of Portland to Cascadia Behavioral Healthcare for Low Income Housing Purposes

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:45 AM

R-6 RESOLUTION Approving Real Property Lease with Mt. Hood Community College Head Start, Leasing Surplus County Property at 10317 E. Burnside Street, Portland, and Authorizing County Chair to Execute Appropriate Documents to Complete Said Lease



MULTNOMAH COUNTY OREGON

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

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Carol Wessinger
Staff to Commissioner Lisa Naito

DATE: July 22, 2003

RE: Commissioner Naito to vote by phone

Commissioner Lisa Naito will participate by phone in the August 28th, 2003 Board of Commissioners meeting. She will be on the East Coast visiting colleges with her son.

Thank You.

LONNIE ROBERTS
Multnomah County Commissioner
District 4



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

MEMORANDUM

Date: August 19, 2003

To: Chair Diane Linn

Commissioner Maria Rojo de Steffey, District 1

Commissioner Serena Cruz, District 2

Commissioner Lisa Naito, District 3

Deb Bogstad, Board Clerk

From: Kristen West

Staff Assistant, Commissioner Lonnie Roberts

Re: Notice of Excuse

Commissioner Roberts is unable to attend the Thursday, August 28 Regular Board Meeting due to vacation. He will attempt to attend via telephone.

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 8/28/03

SUBJECT: Multnomah Co Animal Shelter

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Kali Miller Ph.D.

ADDRESS: 185 NE 102nd

CITY/STATE/ZIP: Portland OR 97220

PHONE: _____ DAYS: 503 251-1952

EVES: _____

EMAIL: _____

FAX: 503 251-1751

SPECIFIC ISSUE: my dogs abuse + the negligence of animal shelter employees.

WRITTEN TESTIMONY: My dog Kai was picked up from a restaurant where dogs + cats were being killed + eaten. He was battered + malnourished + 3 county employees said 1) the mother dog was left 2) it was there job to protect people from animals not v.v + 3) eating animals was a common practice in Port. restaurants

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk. +4) the name of the restaurant was confidential + there was nothing I could do.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to 3 minutes.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#2

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

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 8/28/03

SUBJECT: Library

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Joy Gohl

ADDRESS: 14405 SE Ells

CITY/STATE/ZIP: Portland 97236

PHONE: _____ DAYS: 503-762-0939 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Library ^{use} discrimination

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 08/11/03

Requested Date: August 28, 2003

Time Requested: Consent Calendar

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Delma Farrell

Phone: 503-988-3308

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Appointment of Teresa Maxwell to the Community Health Council.

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Chair Linn recommends appointment of Teresa Maxwell to the Community Health Council (CHC).
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**

The purpose of the Community Health Council is to assist and advise the County Health Department in promoting its vision of healthy people in healthy communities. The CHC supports and guides the Health Department in its mission to provide comprehensive health care that is quality drive, affordable and culturally competent to the people of Multnomah County. The CHC provides input and feedback to generally advise the development, implementation and evaluation of Health Department programs including, but not limited to all programs funded through the Federal Bureau of Primary Health Care. The CHC

also serves as the Citizen Budget Advisory Committee for the County Health Department.

Members can range from 9 to 25. Consumers of County health programs constitute the majority; remaining members are health care providers and representatives of the community. Members are appointed to 3-year terms by the County Chair from nominees selected by the current Council with approval of the Board of County Commissioners.

Sonia Manhas of the County Health Department is the Community Health Council Manager.

3. Explain the fiscal impact (current year and ongoing). No fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

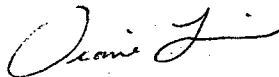
If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues. No legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: August 11, 2003

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 08/11/03

Requested Date: 8/28/2003

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Delma Farrell

Phone: 503-988-3308

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Appointment of Sue Stoltenberg to the Housing and Community Development Commission

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Chair recommends approval of the appointment of Sue Stoltenberg to the Housing and Community Development Commission.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Housing and Community Development Commission (HCDC) is designated as the primary public forum for policy development, resource coordination and civic leadership to address the County's affordable housing problems. HCDC also provides coordination among the diverse public agencies that implement housing programs and serves as a centralized liaison between those agencies and the jurisdictions on issues regarding housing policy, goals, programs and related allocation of public funds.

There are 15 members on the HCDC: 9 are appointed by the City of Portland; 3 are appointed by the City of Gresham; 3 are appointed by the Multnomah County Chair

with approval of the Board of County Commissioners. Membership represents a balanced citizen-based perspective embracing a high level of knowledge of and expertise in housing development, finance, management, social services, community affairs and consumer interests. Appointments shall take into account the income, racial, ethnic and cultural diversity of the community. All appointments shall be for 3-year terms.

H. C. Tupper from the Office of School and Community Partnerships, Division of Community Programs & Partnerships is the staff liaison to the HCDC.

3. Explain the fiscal impact (current year and ongoing). No fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
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If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**


If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues. No legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: August 11, 2003

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #: NOND 1

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 08/15/03

Requested Date: August 28, 2003

Time Requested: N/A

Department: Non Departmental

Division: Auditor's Office

Contact/s: Suzanne Flynn

Phone: 503-988-3320

Ext.: 83320

I/O Address: 503/601

Presenters: Consent Calendar

Agenda Title: Budget Modification Non-Departmental 1 Adding \$2,600 in Fee-Supported Expenses to the Auditor's Office

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

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Approval of budget modification Non-Departmental 1 adding \$2,600 in fee-supported expenses to the Auditor's Office.
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.** The Auditor's Office is coordinating a conference of local area auditors. A conference fee will be collected to cover the costs of the conference. The costs will include those incurred for a speaker, meeting room, supplies, and catering.
 - 3. Explain the fiscal impact (current year and ongoing).** This budget modification will allow the Auditor to recognize the receipt of conference fees and spend those fees for conference costs. Revenue and expenditures are one-time-only for FY 2004.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

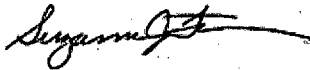
- ❖ **What revenue is being changed and why?** General Fund is increased by \$2,600
- ❖ **What budgets are increased/decreased?** Auditor's Office budget is increased by \$2,600.
- ❖ **What do the changes accomplish?** The one-time-only increase allows the Auditor to offer a fee-supported conference.
- ❖ **Do any personnel actions result from this budget modification? Explain.** None.
- ❖ **Is the revenue one-time-only in nature?** Yes.
- ❖ **If a grant, what period does the grant cover?** N/A
- ❖ **When the grant expires, what are funding plans?** N/A

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

4. **Explain any legal and/or policy issues.** None
5. **Explain any citizen and/or other government participation that has or will take place.** Local government auditors from the Oregon area will attend conference.

Required Signatures:

Department/Agency Director:



Date: 08/15/03

Budget Analyst

By:

Julie Neburka

Date: 08/15/03

Dept/Countywide HR

By:

Date:

Budget Modification:

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	
			Internal Order	Cost Center	WBS Element						
1		1000		103000		50360	-	(2,600)	(2,600)		Misc revenue
2		1000		103000		60240		1,200	1,200		Supplies--foc
3		1000		103000		60170		500	500		Speaker Fee
4		1000		103000		60260		600	600		Travel Expen
5		1000		103000		60210		100	100		Room rental
6		1000		103000		60180		200	200		Printing
7								0			
8								0			
9								0			
10								0			
11								0			
12								0			
13								0			
14								0			
15								0			
16								0			
17								0			
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27								0			
28								0			
29								0			
									0	0	Total - Page
									0	0	GRAND TO

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: C-4

Est. Start Time: 9:30 AM

Date Submitted: 08/--/03

Requested Date: August 28, 2003

Time Requested: N/A

Department: Non-Departmental

Division: CCFC

Contact/s: Wendy Lebow (CCFC), Julie Neburka (Budget)

Phone: 503-988-6981

Ext.: 86981

I/O Address: 166/6

Presenters: N/A – Consent Calendar Item

Agenda Title: Renewal of Intergovernmental Agreement 0410477 with the State of Oregon Commission on Children and Families, for Participation in the Healthy Start Medicaid Program

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Approval of the attached renewal IGA Contract between Oregon Commission on Children and Families & Multnomah County Commission on Children, Families & Community.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
This renewal of the IGA will permit the Multnomah Commission on Children, Families & Community to participate in the Healthy Start Medicaid program.
3. **Explain the fiscal impact (current year and ongoing).**
This allows the Multnomah County to recover costs provided through Healthy Start. Payment for all work performed under this IGA shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount is \$100,000.00 Agency will not pay any amount in excess of the maximum compensation set forth above. (See attached IGA).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues. N/A

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

Required Signatures:

Department/Agency Director: Wendy Lebow

Date: 08/12/03

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 0410477
Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Non-departmental Division: CCFC Date: 08/11/2003
 Originator: ~~COFO~~ Bonnie Phone: 84502 Bldg/Rm: 166/6
 Contact: Bonnie Rosatti Phone: 84502 Bldg/Rm: 166/6
 Description of Contract: Medicaid Administrative IGA from Healthy Start for the biennium 2003-2005..

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Oregon Commission on Children and Families		Remittance address	_____
Address	530 Center St NE Suite 405		(If different)	_____
City/State	Salem, OR		Payment Schedule / Terms	_____
ZIP Code	97301-3754		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-373-1570		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	07/01/2003	Term Date	06/30/2005/	
Amendment Effect Date	New Term Date		<input type="checkbox"/> Requirements Funding Info:	
Original Contract Amount	\$100,000.00		Original Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____		Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____		Requirements Amount Amendment	\$ _____
Total Amount of Agreement \$	\$100,000.00		Total Amount of Requirements	\$ _____

REQUIRED SIGNATURES:

Department Manager	<u>Wendy Lebn</u>	DATE	<u>8/13/03</u>
Purchasing Manager	<u>[Signature]</u>	DATE	_____
County Attorney	<u>[Signature]</u>	DATE	<u>8/25/03</u>
County Chair	<u>[Signature]</u>	DATE	<u>8.27.03</u>
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

COMMENTS:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 08-28-03
DEB BOGSTAD, BOARD CLERK



July 2, 2003

Local Commission on Children and Families
Director

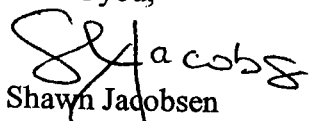
RE: 2003-2005 Medicaid, Title XIX, Intergovernmental Agreement

Enclosed is your 2003-2005 Medicaid Agreement. This agreement authorizes your participation in the Healthy Start Medicaid program. Please sign and return the original of this document to the OCCF office as soon as possible.

The projected earnings in this agreement reflect an estimate based on your last three quarters' earnings. This amount is a projection and may not match your actual earnings. The matching requirement (55%) to participate in this program will be reflected as a reduction of your general fund Healthy Start allocation each quarter.

Please contact Julie Strauss or Shannon Addison at Ph. 503-373-1283 if you have specific Medicaid questions.

Thank you,


Shawn Jacobsen
Financial and Information Services Manager

Donna Middleton
Executive Director

530 Center Street NE
Suite 405
Salem, Oregon 97301
503-373-1283
FAX 503-378-8395
www.ccf.state.or.us

Theodore R. Kulongoski
Governor



AGREEMENT # MED03-05MUL

**OREGON COMMISSION ON CHILDREN AND FAMILIES
HEALTHY START - MEDICAID ADMINISTRATIVE ACTIVITIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT**

This Oregon Commission on Children and Families 2003-2005 County Intergovernmental Agreement (the "Agreement") is between the State of Oregon (the "State") acting by and through its State Commission on Children and Families ("Agency") and Multnomah County, a political subdivision of the State of Oregon, acting by and through its Local Commission on Children and Families ("County").

RECITALS

WHEREAS, under Title XIX of the Social Security Act ("the Act"), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation ("FFP") is the federal government's share for states' Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures ("State Share"). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the "State Medicaid Plan").

WHEREAS, the State Medicaid program is administered by the Department of Human Services ("DHS"). Pursuant to ORS 409.010(3), 417.735(7), and 417.735(13), DHS has an interagency agreement with Agency that authorizes Agency to administer Medicaid administrative activities for purposes of the Healthy Start Family Support Services Program authorized under ORS 417.795. Agency administers those Medicaid administrative services through its Agreement with the County.

WHEREAS, ORS 417.760 et seq. establish County as a governmental agency authorized to perform governmental functions and exercise governmental powers. The Healthy Start Program authorized in ORS 417.795, authorizes County to establish Healthy Start Family Support Services programs through contracts, as funding becomes available.

WHEREAS, consistent with the goals of the Healthy Start Program, Agency and County, intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic areas served by the County pursuant to ORS 417.760 et seq. Under the Agreement, County, through subcontracts with local providers ("Providers") will perform Title XIX administrative activities. County will utilize its Providers to provide outreach, health care coordination, and other medical assistance related administrative activities that support the administration of the State Medicaid Plan.

WHEREAS, 42 CFR 433.51 permits the use of State funds allocated to the County to be considered as the State Share in obtaining FFP; and

WHEREAS, Agency and County desire to enter into this contractual relationship to ensure optimal utilization of available federal funding for Healthy Start administrative activities in order to better serve the eligible Medicaid population of Oregon;

NOW THEREFORE, in consideration of the mutual premises set forth above and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION. Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of July 1, 2003. Unless terminated earlier in accordance with its terms, the Agreement shall terminate on June 30, 2005.

II. STATEMENT OF WORK. County shall, through subcontracts with its Providers, provide Title XIX administrative activities, including but not limited to Outreach Activities to Inform Families about Health Services and Benefits, Case Planning/Referral/Interagency Coordination, and Wellness Activities and Preventative Health Care Services, each as further defined in the attached Attachment A, which is incorporated herein by this reference (the "Work"). Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

A. County Responsibilities.

1. County represents that it is a local governmental entity established pursuant to ORS 417.760 et seq., and that it is authorized by local authority to enter into the Agreement.
2. County shall require its Providers to submit, necessary information for developing a Medicaid claim for Medicaid allowable activities to Agency on a quarterly basis, including: a list of each individual identified as performing activities under the Agreement and the salary and other personnel expenses for each identified individual; and the actual time study record of all activities.
3. County shall require its Providers to participate in time studies required under the Agreement and to utilize the specific activity codes ("Activity Codes") and time study methodology approved by Agency, DHS, and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") to document time spent on each administrative activity listed in Attachment A and to claim all allowable costs under the Agreement. County shall require its Providers to participate in the time study during the four days per quarter determined by Agency. The Activity Codes that County shall require its Providers to use are attached to the Agreement as Attachment A. Agency will provide the form of the time study Providers must utilize to County.
4. County shall require its Providers to participate, not less than annually, in State-offered Medicaid training on the implementation of the time study and

Activity Codes to ensure its Providers makes claims only for allowable Medicaid administrative activities.

5. County shall require of its Providers that all reimbursement claims for administrative activities are claimed in accordance with OMB Circular A-87. The administrative activities eligible for reimbursement must be directly related to the administration of the State Medicaid Plan.

6. County shall require its Providers to maintain, and make available to County and Agency upon request, the following information on:

- a. Employees who perform services under the Agreement: the employee's name, title, job description, salary, and other personnel expenses for each individual; and
- b. Cost information: records to indicate the nature and extent of services provided, and other resources that have been applied to offset costs; and
- c. Any other information applicable to the Medicaid administrative services provided under the Agreement.

7. County shall require its Providers to provide, all records that support the quarterly claim, upon request of Agency, DHS, the Oregon Department of Justice Medicaid Fraud Unit, the Oregon Secretary of State, or federal officials.

B. Agency Responsibilities.

1. Agency shall determine the dates during each quarter on which the time study shall be conducted, and shall communicate those dates to the Providers conducting the time study.

2. Upon receipt of time study records from Providers, Agency will compile the time study results on a quarterly basis, calculate the administrative Medicaid claim, and submit the administrative Medicaid claim for payment to DHS.

3. Agency shall provide technical assistance in the identification of allowable Medicaid administrative activities under the Agreement.

4. Agency shall assist County and Providers in responding to any federal Medicaid compliance issues related to the Agreement.

III. CONSIDERATION

A. Summary of Medicaid Payment Methodology. Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. Only allowable Medicaid administrative costs may be claimed. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

1. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid through some other local, State or federal program.
2. Activities that are considered integral to, or an extension of, the specified covered medical services are included in the rate set for the direct services. These activities are properly paid as part of the medical service and are reimbursed under separate Medicaid funding agreements, and may not be claimed as additional costs through the Agreement for administrative Medicaid costs.
3. In no case should a program or claiming unit be reimbursed more than the actual cost of that program or claiming unit.

B. Not-to-Exceed Amount. Payment for all Work performed under the Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount payable to County for providing Medicaid administrative activities under the Agreement is \$100,000. Agency will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment to the Agreement, the amendment must be fully effective before County performs Work subject to the amendment. Agency will not pay for any Work performed before the beginning date or after the expiration date of the Agreement.

C. Agency shall pay County quarterly, in arrears, 100% of the total allowable costs attributable to Medicaid administrative activities provided under the Agreement. The parties agree that County shall pay Agency 10% of that amount for Agency's activities under the Agreement as an administrative charge. Accordingly, Agency will retain 10% of its payment to County. Agency's payment obligation is conditioned on: (1) Agency receiving payment from DHS in an amount sufficient to pay County; and (2) Agency receiving the necessary time study results from Providers to calculate the quarterly claim for Medicaid administrative activities.

D. County may include up to 5% of the total claim as an indirect cost of performing the Work

E. County certifies by its signature to the Agreement that for purposes of 42 CFR 433.51 any funds that it may return to Agency for the State Share for Medicaid administrative activities under the Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds.

IV. RECOVERY OF FUNDS

County shall be financially responsible for the final amount of any claim for Work provided under the Agreement that CMS, DHS, or Agency finds unallowable under the Medicaid program. In the event CMS, DHS, or Agency finds any costs claimed by County unallowable, Agency shall provide County written notice identifying the amount that must be refunded to CMS, DHS, or Agency. Within thirty (30) calendar days of Agency's notice, County shall either (1) Make a payment to Agency for the full amount of the unallowable cost identified by Agency in its notice; or (2) Notify Agency in writing that County wishes to repay the unallowable amount from future payments or other means. Agency may then offset the unallowable amount from future payments owed to County under the Agreement, or any payment to County from Agency under any other contract or agreement between County and Agency, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of Agency set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to Agency by law or under this Agreement.

V. GENERAL PROVISIONS

A. Compliance with Law. County shall comply and shall require its Providers to comply, with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under the Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990 and ORS 659A.142; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) all regulations and administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, and 279.320, which are incorporated by reference herein. In the performance of Work under the Agreement, County shall use recyclable and recycled products to the maximum extent which is economically feasible. No federal funds may be used to provide Services in violation of 42 USC 14402.

B. Subcontracts. County shall enter into subcontracts for the purposes of performing the Work under the Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Work. Subcontracts must be in writing and contain each of the provisions necessary to permit County to comply with its obligations under the Agreement with respect to the Work performed by the Provider, and any other provisions Agency deems to be reasonably appropriate. County shall maintain an originally executed copy of each subcontract at its office and shall furnish a copy of any subcontract to Agency upon request.

C. Termination

1. The Agreement may be terminated at any time by mutual written consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.

2. In addition, Agency may terminate the Agreement, in whole or in part, immediately upon notice to County, or at such later date as Agency may establish in such notice, under any of the following conditions:

a. Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work under the Agreement is prohibited or Agency is prevented from paying for such Work from the planned funding source;

b. Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Work;

c. County commits any material breach or default of any covenant, warranty, or obligation under the Agreement, fails to perform the Work under the Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger County's performance under the Agreement in accordance with its terms, and fails to correct such breach, default, or failures within ten (10) calendar days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

3. County's Tender Upon Termination: Upon receiving a notice of termination, County shall immediately cease all activities under the Agreement, unless expressly directed otherwise by Agency in the notice of termination. Upon termination, County shall deliver to Agency all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

4. Termination of this Agreement pursuant to this Section V(C) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover funds from County pursuant to Section IV.

D. Confidentiality of Client Information

1. The Work provided under the Agreement does not include the use of, access to, exchange of or disclosure of personally identifiable health information. Therefore, the parties reasonably believe that the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 do not apply. The Agreement does not require or provide for the use of "standard transactions" as that term is used in the HIPAA Transaction Rules, 45 CFR Part 162. If the Work is revised, or if the federal HIPAA requirements are changed or interpreted in a way that would require the Work to comply with any HIPAA requirement, the parties may amend the Agreement to address such change or interpretation.

2. The use or disclosure of information concerning the administration of the Medicaid program shall be limited to persons directly connected with the administration of the Agreement. Agency and County shall apply confidentiality policies to all requests from outside sources.

E. Record Maintenance; Access. County shall maintain all fiscal records relating to the Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to the Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that Agency, DHS, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Secretary of State's Office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to the Agreement to perform examinations and audits and to make excerpts and transcripts. County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. County shall cause its Providers to comply with the requirements in this section.

F. Notice. Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Office of Contracts and Procurement at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Local Commission on Children and Families Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: State Commission on Children and Families
 Contracts and Procurement Office
 530 Center Street NE, #405
 Salem, OR 97301-3754

Notices to County: Multnomah County Commission on Children and
 Families
 421 SW Sixth Ave., Suite 1075
 Portland, OR 97204

G. Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Counterparts. The Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties,

notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

I. Governing Law, Consent to Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency of the State of Oregon) and County that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

J. Assignment of Contract, Successors in Interest.

1. County shall not assign or transfer its interest in the Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.
2. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

K. No Third Party Beneficiaries. Agency and County are the only parties to the Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under the Agreement is solely for the benefit of Agency to assist and enable Agency to accomplish its statutory mission. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

L. Integration and Waiver. The Agreement, including all of its Attachments, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Agreement. The failure of either party to enforce any provision of the Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

M. Amendment. No waiver, consent, modification or change of terms of the Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific

instance and for the specific purpose given. County, by signature of its authorized representative, hereby acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

N. Headings. The headings and captions to sections of the Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret the Agreement.

O. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of the Agreement.

P. Indemnity

1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under the Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency. Notwithstanding the foregoing limitations, County's obligation to indemnify the State of Oregon and Agency, although still existing only to the extent permitted by Article XI, Section 10 of the Oregon Constitution, shall not be limited by the Oregon Tort Claims Act for any claims, suits, actions, losses, damages, liabilities, costs and expenses related to a cause of action based upon 42 USC § 1983, the Constitution of the United States or any other federal law.

2. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Agreement, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

3. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Q. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION V(P) OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THE AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

R. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

VI. FEDERAL PROVISIONS

A. In addition to the requirements of Section V(A), County shall comply and, as indicated, cause all Providers to comply with the following federal requirements. For purposes of the Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Equal Employment Opportunity. If the Agreement, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2. Clean Air, Clean Water, EPA Regulations. If the Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and cause all Providers to include in all contracts with Providers receiving more than \$1000,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section.

3. Energy Efficiency. County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

4. Truth in Lobbying. County certifies, to the best of County's knowledge and belief that:

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

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

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

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

5. Resource Conservation and Recovery. County shall comply and cause all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

6. Audits. County shall comply and, if applicable, cause Providers to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

7. Debarment and Suspension. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. Medicaid Compliance. To the extent County provides any Work whose costs are paid in whole or in part by Medicaid, County shall comply with and

cause its Providers to comply with the federal and state Medicaid statutes and regulations applicable to the Work, including but not limited to:

- a. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to DHS, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of the U.S. Department of Health and Human Services;
- b. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- c. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- d. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

County shall include and cause all Providers to include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

9. Americans with Disabilities Act. County shall comply and cause all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Work.

10. Pro-Children Act. County shall comply and cause all Providers to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

Additional Certification: By execution of the Agreement, I, an authorized representative of County, certify that all data, claims, submissions or other submissions that provide a basis for claiming or receiving reimbursement under the Agreement will be true, accurate, and complete; that payment of claims to County will be from federal and State funds, and therefore, any falsification or concealment of a material fact by County when submitting claims or other submissions to obtain payments may be prosecuted under federal and State laws.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed as of the dates set forth below their respective signatures.

State of Oregon

acting by and through its Commission
on Children and Families

By: Donna Middleton

Name: Donna Middleton

Title: Director

Date: 7/1/03

Multnomah County

acting by and through its Local Commission
on Children and Families

By: BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Name: Diane M. Linn

Title: Multnomah County Chair

Date: 8.27.03

APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE
WITH ORS 291.047

By: Esin Onart

Name: Esin Onart

Title: Assistant Attorney General

Date: 7/1/03

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY: [Signature]
ASSISTANT COUNTY ATTORNEY

DATE: 7/24/03

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 08.28.03
DEB BOGSTAD, BOARD CLERK

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A**

ACTIVITY CODES

A. Outreach Activities to Inform Families about Health Services and Benefits

- Meetings, home visits or phone contacts to obtain information about a family's access to health care and to inform families about state programs to pay for medical care (i.e. Medicaid, etc.), creating or dissemination of materials to inform children and families about Medicaid and health benefits available, assisting a child and family in determining and establishing Medicaid eligibility (i.e. collecting information for the Medicaid application, helping complete necessary forms for the Medicaid application, updating any forms when a child's circumstances change), related travel and paperwork.

B. Case Planning/Referral/Interagency Coordination

- Case Planning: Planning, coordination and monitoring case plans for vulnerable children and families, including any agency staffing to coordinate and plan services (Individual Family Support Plan, -IFSP-, multidisciplinary team meetings, conferencing on health, developmental, Public Health Department consultations), arranging for services, writing case plans or summaries, preparing material for case reviews, coordinating child specific services (i.e. psychological counseling, health, substance abuse counseling and consultation), arranging transportation, related travel and paperwork.
- Referral and Coordination: Making referrals for and coordinating the delivery of screenings, examinations, assessments and evaluations for health, vision, dental, developmental, mental health, substance abuse, and other medical or nutritional services, contact to parents regarding health needs of child, related travel and paperwork, gathering background information and supportive data such as social history and medical history, from standardized forms, notifying primary medical providers of target population services, developmental screenings and related service information, arranging transportation.
- Interagency Coordination: Working with other agencies to improve services, expand health and medical services and their utilization to specific target populations, gathering information about their functions, to improve early identification of health and developmental problems, related travel and paperwork.

C. Wellness Activities and Preventative Health Care Services

- Immunization: Notifying parents of immunization requirements, scheduling immunizations, coordination of immunizations for children and recruitment of providers to do immunizations, assessing and tracking immunization status, arranging transportation, related travel and paperwork.
- Maternal Care Services: Arranging for prenatal, postpartum and newborn care, pre-pregnancy risk prevention, coordinating health education for new mothers regarding:

1) infant health and development, 2) accident and disease prevention and home safety. Arranging transportation related travel and paperwork.

- Family Planning: Developing a family planning, education, counseling and service program compatible with community norms, locating or developing family planning information and materials and methods of distribution, developing a family planning service referral network, related travel and paperwork.
- Developmental Delay: Early identification of age appropriate child development and or delays to assure health and developmental problems are found, diagnosed and treated; assuring early medical consultation and evaluation; preparing and disseminating child health related materials to parents and others; assisting families to use the appropriate medical care and understand age appropriate child development; promote and advocate for appropriate planning for the health / medical needs of children; related travel and paperwork.
- Other Wellness Activities: Disseminating preventative health care information and materials, programs and presentations on preventative health care related topics such as substance abuse prevention programs (this does not include teaching or facilitating health classes at educational institutions), related travel and paperwork.

D. Learning Environment and Education Services

- Assessing and monitoring of the home learning environment using standardized forms, creating and disseminating information on positive and interactive learning environments, providing or arranging for reading material for the child, providing or arranging for age appropriate toys.
- Classroom instruction or presentations, preparation, related paperwork and travel, attendance at conferences, providing educational or career guidance or consultation.

E. Direct Health Care Services

- Providing direct care, service or treatment to a child in order to correct a condition, (i.e. primary health care, speech, counseling, or providing screenings such vision or hearing).

F. Case Management Services

- Activities which will assist the client in gaining access to and effectively utilizing needed psychosocial, nutritional, and other services, making direct referrals to social services such as housing, energy assistance, educational and/or special education, child care, education and Early Intervention, vocational and transportation to these services, etc., monitoring and follow-up. Nutrition Services: Information and access to food assistance programs such as Women, Infants and Children ("WIC"), public food banks, food stamps, etc., lactation consultation, overseeing postpartum and general weight loss nutrition plan.

G. Other Services

- All other job related activities that do not fall under one of the above categories, lunches, leaves, conferences, staff meetings, and personnel issues.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 08/--/03

Requested Date: August 28, 2003

Time Requested: N/A

Department: Non-Departmental

Division: CCFC

Contact/s: Wendy Lebow (CCFC), Julie Neburka (Budget)

Phone: 503-988-6981

Ext.: 86981

I/O Address: 166/6

Presenters: N/A – Consent Calendar Item

Agenda Title: Renewal of Intergovernmental Revenue Agreement 0410478 with the Oregon Commission on Children and Families, Providing Program Funding to Great Start, Child Care and Development Fund, Court Appointed Special Advocates, Youth Investment, Family Preservation and Support, Local Staffing, Crisis Nurseries, and Healthy Start

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**
Approval of the attached renewal IGA Contract between Oregon Commission on Children and Families
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
This renewal will permit the Multnomah County Commission on Children, Families & Community to disburse funds to the following areas: Great Start, Child Care and Development Fund, Court Appointed Special Advocates, Youth Investment, Family Preservation and Support, Local Staffing, Crisis Nurseries, and Healthy Start.
- 3. Explain the fiscal impact (current year and ongoing).**
Approval of this IGA will be in the amount of \$873,225.00.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues. N/A
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director: Wendy Lebow Date: 08/11/03

Budget Analyst
By: _____ Date: _____

Dept/Countywide HR
By: _____ Date: _____

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 0410478
Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Non-departmental Division: CCFC Date: 08-04-2003
 Originator: Wendy Lebow Phone: 84502 Bldg/Rm: 166/6
 Contact: Wendy Lebow/Julie Neburka Phone: 86981 84502 Bldg/Rm: 166/6
 Description of Contract: The renewal of this IGA will permit the Multnomah County Commission on Children, Families & Community to disburse funds.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Oregon Commission on Children and Families			Remittance address	
Address	530 Center St NE Suite 405			(If different)	
City/State	Salem, OR			Payment Schedule / Terms	
ZIP Code	97301-3754			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone	503-373-1570			<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Contract Effective Date	07012003	Term Date	09302003	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date			Original Requirements Amount	\$
Original Contract Amount	\$873,225.00			Total Amt of Previous Amendments	\$
Total Amt of Previous Amendments	\$			Requirements Amount Amendment	\$
Amount of Amendment	\$			Total Amount of Requirements	\$
Total Amount of Agreement \$	\$873,225.00				

REQUIRED SIGNATURES:

Department Manager	<u>Wendy Lebow</u>	DATE	<u>8/12/03</u>
Purchasing Manager	<u>Patricia W. Henry</u>	DATE	<u>8/26/03</u>
County Attorney	<u>Cheri Ang</u>	DATE	<u>8-28-03</u>
County Chair		DATE	
Sheriff		DATE	
Contract Administration		DATE	

COMMENTS: _____

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-5 DATE 08-28-03
 DEB BOGSTAD, BOARD CLERK

CONTRACT # 0305MUL

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT**

This Oregon Commission on Children and Families 2003-2005 County Intergovernmental Agreement (the "Contract") is between the State of Oregon acting by and through its State Commission on Children and Families ("Agency") and Multnomah County, a political subdivision of the State of Oregon, acting by and through its Local Commission on Children and Families ("County").

RECITALS

WHEREAS, ORS 417.735 authorizes Agency to assist Oregon counties in enabling families and communities to protect, nurture, and realize the full physical, social, emotional, cognitive and cultural development potential of children in Oregon;

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes;
and

WHEREAS, Agency is willing, upon the terms and conditions of this Contract, to provide financial assistance to County for the foregoing purposes;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effective Date and Duration. Upon execution by each of the parties hereto and approval as required by applicable law, this Contract shall become effective as of July 1, 2003. Unless terminated earlier in accordance with its terms, this Contract shall terminate on June 30, 2005.

2. Contract Documents, Order of Precedence. This Contract consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Contract without Exhibits

Exhibit G	Required Federal Terms and Conditions
Exhibit F	Standard Terms and Conditions
Exhibit E	General Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit A	Definitions
Exhibit C	Award
Exhibit B	Funding Area Descriptions

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS
STATE COMMISSION ON CHILDREN AND FAMILIES

By: Donna Middleton
Name: Donna Middleton
Title: Executive Director
Date: 6.26.03

MULTNOMAH COUNTY ACTING BY AND THROUGH ITS LOCAL
COMMISSION ON CHILDREN AND FAMILIES

By: _____ BOARD OF COUNTY COMMISSIONERS
Name: _____ FOR MULTNOMAH COUNTY, OREGON
Title: _____
Date: _____
Diane M. Linn
Diane M. Linn, Multnomah County Chair

APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE
WITH ORS 291.047

By: David J. Claus
Name: DAVID EIDH
Title: AAG
Date: 6/26/03

REVIEWED:
AGNES SOWE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY
BY Diane M. Linn
ASSISTANT COUNTY ATTORNEY
DATE 8/26/03

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 08.28.03
DEB BOGSTAD, BOARD CLERK

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Contract, the following words and phrases shall have the indicated meanings.

1. **“Activity”** means an activity falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Contract.
2. **“Agency”** has the meaning set forth in the first paragraph of this Contract.
3. **“Claim”** has the meaning set forth in section 4 of Exhibit F.
4. **“Contract”** means this 2003-2005 County Intergovernmental Agreement.
5. **“County”** has the meaning set forth in the first paragraph of this Contract
6. **“Federal Funds”** means all funds paid to County under this Contract that Agency receives from an agency, instrumentality or program of the federal government of the United States.
7. **“Funding Area”** means any one of the areas enumerated and further described in Exhibit B.
8. **“Funding Area Description”** means the description of a Funding Area set forth on Exhibit B.
9. **“Misexpenditure”** has the meaning set forth in section 1 of Exhibit E.
10. **“Provider”** has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.
11. **“Underexpenditure”** has the meaning set forth in section 1 of Exhibit E.
12. **“Work Product”** has the meaning set forth in section 14 of Exhibit F.

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
FUNDING AREA DESCRIPTIONS**

1. **Great Start.** Great Start activities are described in OAR 423-010-0024(1).
2. **Children, Youth and Families** Children, Youth and Families activities are described in OAR 423-010-0024(3).
3. **Child Care and Development Fund.** Child Care and Development Fund activities are described in OAR 423-010-0024(2).
4. **Court Appointed Special Advocates.** Court Appointed Special Advocates activities are described in OAR 423-010-0024(4).
5. **Youth Investment.** Youth Investment activities are described in OAR 423-010-0024(5).
6. **Family Preservation and Support.** Family Preservation and Support activities are described in OAR 423-010-0024(7).
7. **Local Staffing.** Local Staffing activities are described in OAR 423-010-0023(6).
8. **Crisis Nurseries.** Crisis Nurseries activities are described in OAR 423-010-0024(8).
9. **Healthy Start.** Healthy Start activities are described in OAR 423-010-0024(6) and OAR 423-045-0015.

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
AWARD**

FUNDING AREA	GEN FUND	FED FUNDS	CFDA NUMBER
1. Great Start	\$[52,838]	\$[]	
2. Children Youth and Families	\$[54,987]	\$[]	
3. Child Care and Development Fund	\$[]	\$[]	93.575
4. Court Appointed Special Advocates	\$[20,986]	\$[]	
5. Youth Investment	\$[]	\$[]	93.667
6. Family Preservation and Support	\$[]	\$[]	93.556
7. Local Staffing	\$[93,940]	\$[]	
8. Crisis Nurseries	\$[95,661]	\$[]	
9. Healthy Start	\$[554,813]	\$[]	

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Contract in support of Activities in each of the specified Funding Areas. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.667 specifies Title XX block grant funds, CFDA Number 93.556 specifies Title IV-B2 Family Preservation and Support grant funds, CFDA Number 93.575 specifies Child Care and Development grant funds.

OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1. Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Contract only in accordance with the limitations set forth in OAR 423-010-0040 and 423-010-0027(2) and, with respect to Activities within a specific Funding Area, the limitations set forth in OAR 423-010-0023 and 423-010-0024. County may not expend financial assistance provided under this Contract in excess or contravention of the foregoing limits.
- 2. Carryover.** Notwithstanding section 1 of Exhibit E, if authorized by Agency in writing in accordance with OAR 423-010-0027, County may retain and expend in accordance with OAR 423-010-0027(5) financial assistance disbursed to County under this Contract that is not expended at Contract termination. In no event will Agency permit financial assistance disbursed to County for Local Staffing, that is not expended by County at Contract termination, to be retained by County. All financial assistance retained by County in accordance with this section that is not expended within six months after the termination of this Contract shall be deemed an Underexpenditure subject to recovery under section 1 of Exhibit E.
- 3. Reporting.** County shall submit reports to Agency as required by OAR 423-010-0027(7).

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Award.

a. Disbursement Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with OAR 423-010-0027(1) and on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements are considered an advance of funds to County which County may retain only if properly expended, in accordance with terms and conditions of this Contract, prior to the termination of this Contract.

b. Conditions Precedent to Disbursement. Agency's obligation to disburse financial assistance to County under this Contract is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) No default as described in section 7 of this Exhibit has occurred.

(iii) County is in compliance with ORS 279.312, 279.314, 279.316 and 279.320.

(iv) County's representations and warranties set forth in section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Award.

(i) **Notice of Underexpenditure or Misexpenditure.** In the event of an Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Contract, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section 1.c, an "Underexpenditure" means money disbursed to County by Agency under this Contract that has not been expended by County at Contract termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Contract, and "Misexpenditure" means money disbursed to County by Agency under this Contract and expended by County that:

(a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or

(b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Contract, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or

(c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Contract with respect to that Funding Area.

In the event of an Underexpenditure or a Misexpenditure, Agency shall provide to County notice thereof.

(ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 60 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:

(a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

(b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or

(c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c(iii) below.

If County fails to respond within the time required under Section 1.c(ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

(iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

(a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.** If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency's Director shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. If after such discussions Agency and County disagree as to whether there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may either agree to consider further appropriate dispute resolution processes, or if they are unable to agree upon such processes, the Agency may notify County that it intends to recover the amount of noticed Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below.

(b) **Appeal from Federal-Identified Misexpenditures.** In the event that the notice of Misexpenditure is based on a federal determination of an improper use of federal funds or a federal notice of disallowance and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use or notice of disallowance, then County

may request that Agency appeal the determination of improper use or notice of disallowance in accordance with the process established or adopted by the federal agency. County shall cooperate with Agency in pursuing the appeal. Agency shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. In the event that the Grant Appeals Board or its equivalent denies the appeal Agency may, in its sole discretion, either pursue further appeals in cooperation with County, or notify County that it will recover the Misexpenditure from future payments pursuant to Section 1.c(iv) below. County may choose to pursue any further appeals that might be available to it, and Agency will participate to the extent it determines, at its sole discretion, that its further participation is reasonable and practical.

(iv) Recovery From Future Payments. Upon determination that it will recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency, including, but not limited to, any amount owed to County by Agency under this Contract or any amount owed to County by Agency under any other contract or agreement between County and Agency, present or future. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the contract or contracts, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Contract. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the contract or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure.

(v) Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.

(a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Contract is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the Agency.

(d) Nothing in this Section 1.c shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

(e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties. County represents and warrants to Agency as follows:

a. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.

b. **Due Authorization.** The making and performance by County of this Contract (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Contract.

c. **Binding Obligation.** This Contract has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.

e. **Activities.** The performance of each Activity will comply with the terms and conditions of this Contract and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Contract or implied by law.

3. Expenditure of Award. County may expend the financial assistance provided to County under this Contract solely on Activities, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

a. County may not expend and shall prohibit all Providers from expending on any Activity any financial assistance provided to County under this Contract in excess of the amount reasonable and necessary for quality performance of that Activity.

b. County may not expend and shall prohibit all Providers from expending financial assistance awarded to County under this Contract for a particular Funding Area (as reflected in the Award) on any Activities other than Activities falling within that Funding Area.

c. County may not use financial assistance provided to County under this Contract to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Contract.

4. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder. The reports shall be prepared and submitted in accordance with OAR 423-010-0027(8) and (9).

5. **Provider Contracts.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly, County may expend financial assistance provided under this Contract for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Contract"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Contract. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Contract must be in writing and contain each of the provisions that must be included in a Provider Contract under the terms of this Contract or in order to permit County to comply with its obligations under this Contract with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to Agency upon request.

6. **Records Maintenance, Access and Confidentiality.**

a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Contract, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. County shall include this provision in all Provider Contracts and cause all Providers to include this provision in all subcontracts. In addition, County shall permit, and cause all Providers to permit, authorized representatives of Agency to perform site reviews of all Activities of County or a Provider.

b. **Retention of Records.** County shall retain and keep accessible and cause all Providers to retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.

c. **Expenditure Records.** County shall document and cause all Providers to document the expenditure of all financial assistance paid by Agency under this Contract. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and cause all Providers to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Contract was expended.

7. **County Default.** County shall be in default under this Contract upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the conduct of Activities, the expenditure of financial assistance or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing it inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

8. Agency Default. Agency shall be in default under this Contract upon the occurrence of any of the following events:

a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

9. Termination.

a. **County Termination.** County may terminate this Contract in its entirety as follows:

(i) At its sole discretion upon 60 days advance written notice to Agency, or

(ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Contract and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

b. **Agency Termination.** Agency may terminate this Contract in its entirety or may terminate its obligation to provide financial assistance under this Contract for a particular Funding Area described in the Award:

(i) Upon 60 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Contract.

(ii) Immediately upon written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Contract.

(iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Contract and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

10. Effect of Termination

a. Generally. If Agency disbursements of financial assistance under this Contract for a particular Funding Area are reduced under section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under section 11 of Exhibit E, or as a result of an amendment to this Contract reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Contract to utilize other County funds to replace the funds no longer received under this Contract as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this section 10(a) shall affect the County's obligations under this Contract with respect to financial assistance actually received by County under this Contract or with respect to Activities actually performed.

b. Entire Contract. Upon termination of this Contract in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Contract, whether or not Agency has paid or disbursed to County all financial assistance described in the Award.

c. Award for Individual Funding Area. Upon termination of Agency's obligation to provide financial assistance under this Contract for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Contract for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area.

d. Survival. Termination of this Contract shall not extinguish or prejudice Agency's right to enforce this Contract in accordance with its terms with respect to financial assistance disbursed to

County under this Contract prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Contract shall not affect Agency's right to recover from County, in accordance with the terms of this Contract, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure.

11. Unilateral Modification of Award. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency, Agency may, by written notice to County, unilaterally increase or decrease the amount of the Award in this Contract, in proportion to the increase or decrease in the appropriation, authorization or allotment, provided that Agency increases or decreases, in the same proportion, the financial assistance awarded to all other counties under similar contracts. If requested by Agency, County shall execute and deliver to Agency an amendment to this Contract reflecting an increase or decrease in the Award implemented under this section. Nothing in this section shall limit or restrict Agency's rights under this Contract to suspend disbursement of financial assistance or to terminate this Contract (or portion thereof as provided in section 9 of this Exhibit E) as a result of a reduction in appropriations or allotments.

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT F
STANDARD TERMS AND CONDITIONS**

1. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Office of Contracts and Procurement at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Local Commission on Children and Families Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: State Commission on Children and Families
Contracts and Procurement Office
530 Center Street NE, #405
Salem, OR 97301-3754

Notices to County: Multnomah County Commission on Children and Families
421 SW Sixth Ave., Suite 1075
Portland, OR 97204

2. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

3. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

4. **Governing Law, Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency of the State of Oregon) and County that arises from or relates to this Contract shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

5. Compliance with Law. County shall comply and cause all Providers to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under this Contract is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320 which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)). All employers, including County, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall ensure that all Providers comply with these requirements and obtain any insurance required elsewhere in this Contract.

6. Assignment of Contract, Successors in Interest.

a. County shall not assign or transfer its interest in this Contract without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Contract.

b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

7. No Third Party Beneficiaries. Agency and County are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Contract is solely for the benefit of Agency to assist and enable Agency to accomplish its statutory mission. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Integration and Waiver. This Contract, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

9. Amendment. Except as provided in Section 11 of Exhibit E, no waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the

specific purpose given. County, by signature of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

10. Headings. The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.

11. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Contract.

12. Indemnity

a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency. Notwithstanding the foregoing limitations, County's obligation to indemnify the State of Oregon and Agency, although still existing only to the extent permitted by Article XI, Section 10 of the Oregon Constitution, shall not be limited by the Oregon Tort Claims Act for any claims, suits, actions, losses, damages, liabilities, costs and expenses related to a cause of action based upon 42 USC § 1983, the Constitution of the United States or any other federal law.

b. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Contract, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 12 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Ownership of Work Product. Except as otherwise expressly provided herein, all work products of the County created in connection with the conduct of Activities are the exclusive property of the Agency. For purposes of this section, "work product" shall not include client files. Agency and County intend that such work product be deemed "work made for hire" of which Agency shall be deemed the author. If for any reason the work product is not deemed "work made for hire," County hereby irrevocably assigns to Agency all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as Agency may

reasonably request in order to fully vest such rights in Agency. In the event that federal law requires Agency or County to grant to the United States a license to any work product developed or acquired under this Contract, Contractor shall execute such further documents and instruments as Agency may reasonably request in order to make such grant. County forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

15. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 5 of Exhibit F, County shall comply and, as indicated, cause all Providers to comply with the following federal requirements. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. County shall comply and cause all Providers to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply and cause all Providers to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) Executive Order 11246, as amended, (d) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (f) all regulations and administrative rules established pursuant to the foregoing laws, (g) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (h) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to conduct Activities in violation of 42 USC 14402.

2. Title XX Block Grant Funds. When utilizing Title XX block grant funds, County shall comply and cause all Providers to comply with the additional federal requirements applicable to Title XX block grant funds in 42 USC 1397 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 96, and the limitations on the uses of Title XX grants in 42 USC 1397d.

3. Title IV-B2 Family Preservation and Support Services Funds. When utilizing federal Title IV-B2 Family Preservation and Support Services funds, County shall comply and cause all Providers to comply with the additional federal requirements applicable to Title IV-B2 Family Preservation and Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

4. Child Care and Development Block Grant Funds. When utilizing federal Child Care and Development block grant funds, County shall comply and cause all Providers to comply with the federal and state requirements applicable to Child Care and Development block grant funds in 42 USC 9858 et seq., and 45 CFR Part 98, including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, and the limitations on the use of such funds in 42 USC 9858d and 45 CFR 98.54.

5. Cost Principles. With respect to federal funds received by County under this Contract from the sources identified in sections 2 through 4 above, County shall comply and cause all Providers to comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Federal funds received by County under this Contract from the sources identified in sections 2 through 4 above are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." County shall comply and, if applicable, cause a Provider to comply, with the applicable audit requirements and responsibilities set forth in OMB Circular A-133.

6. Equal Employment Opportunity. If this Contract, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Agency of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.

7. Clean Air, Clean Water, EPA Regulations. If this Contract, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. OMB Circular A-102, ¶ 14.i.

8. Energy Efficiency. County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

9. Truth in Lobbying. The County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. The County is solely responsible for all liability arising from a failure by the County to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Agency for any damages suffered by the Agency as a result of the County's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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.

10. HIPAA Compliance. If the Activities funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), County agrees to conduct the Activities in compliance with HIPAA.

11. Resource Conservation and Recovery. County shall comply and cause all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

12. Debarment and Suspension. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

13. ADA. County shall comply and cause all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities.

14. Pro-Children Act. County shall comply and cause all Providers to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 08/20/03

Requested Date: August 28, 2003

Time Requested: 1 hour

Department: Non-Departmental

Division: Commissioner Lisa Naito/CCFC

Contact: Commissioner Lisa Naito/Wendy Lebow

Phone: 503 988-5217/503 988-6981 **Ext.:** 85217, 86981 **I/O Address:** 503/600/166/6

Presenters: Commissioner Lisa Naito, Andy Olshin, Wendy Lebow and Commission on Children, Families & Community Staff

Agenda Title: Board Review of the Recommendations of the Children's Initiative Allocation Committee, Including Allocation Committee Report and Report from the Commission on Children, Families and Community, and Consideration of a RESOLUTION Accepting the Portland Children's Levy Allocation Plan and Providing Advice and Counsel Concerning its Recommendations

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

This is a request that the Board of County Commissioners accepts the recommendations of the Children's Initiative Allocation Committee and provide advice and counsel concerning the Children's Levy Allocation Plan for Early Childhood.

It is recommended that the Board approve the Resolution Accepting the Recommendations.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The citizens of the City of Portland passed a tax levy to fund children's programs within the city. The City of Portland and Multnomah County entered into an intergovernmental

agreement to ensure that the funds received from the levy are allocated in a manner complementary with the local coordinated, comprehensive plan and to ensure accountability and equity throughout the system. As part of the agreement the City of Portland created an Allocation Committee which provides citizen oversight of the Levy, and to allocate Levy revenues via an Allocation Plan. The Board of County Commissioners Board, through its expertise and experience in children's policy and administration, was to provide the City Council with advice and counsel regarding the Allocation Plan.

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

There is currently no fiscal impact to County government and administration; however, there may be individual departmental impacts according to the specific allocation recommendations in the Plan.

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

No legal issues are involved. Policy issues are not expected as the Board will rely on its Early Childhood Framework for reference to best practices.

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

This is a multi-jurisdictional effort that has involved many community stakeholders. The Commission on Children, Families and Community and its subcommittee on Early Childhood Care and Education has engaged community members, provider agencies and other interested parties in work group discussions regarding potential investments to early childhood efforts in the City of Portland.

Required Signatures:

Department/Agency Director: _____



Date: 08/20/03

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BOGSTAD Deborah L

From: TURNER Kathy G
Sent: Tuesday, August 12, 2003 11:03 AM
To: Jeff Cogen (E-mail); Andy Olshin (E-mail); SIMPSON Thomas G; COMITO Charlotte A; LEBOW Wendy C; BELL Iris D
Cc: NAITO Lisa H; LINN Diane M; BOGSTAD Deborah L
Subject: Children's Initiative -- Allocation Committee Presentation

Hello, everyone.

I will be away on August 28th when the BCC will review the Children's Initiative Allocation Committee, so I want to make sure that everyone's aware of who is handling various pieces of what the board will be considering on that day.

Tom Simpson, Scott Asphaug, Linda Meng or Pete Kasting (City Attorneys Office) and Jeff Cogen are finalizing the revised IGA between the city and the county. We are aiming to have the revised IGA (giving the City, instead the County, the contract administration for the Initiative, but otherwise leaving the remainder of the agreement the same) considered on August 28th. The City is currently reviewing the revised IGA.

- Commissioner Naito serves on the allocation committee which is expected to reach its set of recommendations on August 19th.
- Tom and Iris will be responsible for filing Board documents on August 20th at noon to Deb Bogstad. Thank you.
- The Multnomah County Commission on Children and Families and Community will review the recommendations in light of the Early Childhood Framework on August 21st.
- CCFC will provide the results of their review to the Chair and the rest of the BCC.
- Iris will work with Charlotte and Andy to finalize the board presentation to be presented on August 28th.

If anyone has any other details to add or if I haven't correctly represented the process, please let me know. Thanks.

Kathy Turner
Chief of Staff
Office of Multnomah County Chair Diane Linn
501 SE Hawthorne Boulevard, Suite 600
Portland, OR 97214
503 988 3953/503 988 3093 fax
kathy.g.turner@co.multnomah.or.us

Allocation Plan as Recommended by the Children's Investment Fund Allocation Committee

Prop# & Organization	Program	YR1/YR2 Budgets	Prog. Score	Org. Score	CC Score	SubT	"Fit" Score	Total Score	Tentative Awards
#10 Neighborhood House	Early Head Start	\$ 288,851 \$ 361,016	37.67	34.00	11.00	82.67	9.5	92.17	YR 1: \$ 250K YR 2: \$ 300K
# 6 Morrison	Mental Health	\$ 593,677 \$ 590,551	37.67	34.00	9.67	81.33	10.25	91.58	YR 1: \$ 425K YR 2: \$ 475K
# 35 Mult. County/Morrison	Healthy Start Expansion	\$1,472,739 \$1,481,284	35.67	34.67	10.50	80.84	10.25	91.09	YR 1: \$ 350K YR 2: \$ 350K
# 27 Mt. Hood -Gateway	Head Start	\$ 308,560 \$ 308,560	37.67	32.67	9.50	79.84	10.25	90.09	YR 1: \$ 250K YR 2: \$ 250K
# 17 PCC – Sylvania Campus	Child Development Center	\$ 99,516 \$ 135,376	33.00	35.25	9.88	78.13	8.75	86.88	YR 1: \$ 99,516 YR 2: \$ 135,376
# 15 Portland Impact	Parent Child Development Services	\$ 148,235 \$ 148,235	36.00	30.67	10.50	77.17	8.75	85.92	YR 1: \$ 148,235 YR 2: \$ 148,235
# 46 Portland Public Schools	Head Start	\$ 476,874 \$ 958,126	36.33	27.00	10.50	73.83	10.75	84.58	YR2: \$ 250K YR2: \$ 250K
# 31 IRCO	Early Childhood Care & Educ.; Parent Educ.; Child Development Svcs.	\$ 350,000 \$ 350,000	30.67	33.33	11.00	75.00	9.5	84.5	YR 1: \$ 275K YR 2: \$ 275K
# 8 EHS of Portland	Early Head Start	\$ 388,500 \$ 400,000	37.00	25.67	10.50	73.17	10.75	83.92	YR 1: \$ 300K YR 2: \$ 300K
#5 Albina Head Start	Early Head Start Head Start	\$ 493,230 \$ 820,000	32.67	28.33	9.17	70.16	10.5	80.66	YR 1: \$ 270K YR 2: \$ 400K
# 33 Portland Relief Nursery	Child Abuse Prevention & Intervention	\$ 324,789 \$ 640,719	26.00	33.50	9.00	68.33	10.0	78.33	NA
# 41 Friendly House	PreK; PreSchool; Help Linnton	\$ 63,360 \$ 87,218	34.67	28.00	8.21	70.88	7.0	77.88	YR 1: \$ 63,360 YR2: \$ 87,218
SUBTOTAL YR1 INVESTMENT		\$ 5,008,331							
SUBTOTAL YR2 INVESTMENT		\$ 6,281,085							

Prop# & Organization	Program	YR1/YR2 Budgets	Prog. Score	Org. Score	CC Score	SubT	"Fit" Score	Total Score	Notes
# 23 Library Foundation	Early Literacy	\$ 185,666 \$ 145,458	26.67	36.00	8.17	70.83	6.5	77.33	0 0
# 9 EHS of Portland	Childcare Improvement Project	\$ 250,000 \$ 253,000	30.67	27.67	8.84	67.17	9.5	76.67	YR 1 : \$ 100K YR 2: \$ 100K
# 7 Albertina Kerr	Early Intervention	\$ 90,000 \$ 135,000	24.33	35.25	10.04	69.63	7.0	76.63	YR 1: \$ 90K YR 2: \$ 135K
#11 Volunteers of America	Children & Family Svcs.; Relief Nursery	\$ 780,000 \$ 780,000	21.67	33.50	10.29	65.46	8.75	74.21	NA
#1 Insight Teen Program	Parent Educ; Outreach; In-home	\$ 120,000 \$ 120,000	28.00	28.33	8.83	65.16	6.0	71.16	YR 1: \$ 100K YR 2: \$ 100K
#36 Housing Authority & Americorps	Parent Education; Family Literacy	\$ 40,766 \$ 39,625	22.67	30.33	9.83	62.83	8.0	70.83	YR 1: \$ 40K YR 2: \$ 40K
# 21 Boy & Girls Aid - Juntos	Kindergarten Readiness	\$ 47,029 \$ 138,259	22.00	30.00	9.38	61.38	7.66	69.04	0
# 25 Salvation Army	Services to Homeless Families	\$ 646,966 \$ 568,966	20.00	32.00	8.33	60.33	6.75	67.08	0
# 19 David Douglass Schools	Early Learning Plan	\$ 185,629 \$ 351,785	22.67	29.33	8.17	60.17	6.5	66.67	0
# 13 OMSI	Early Access to Science Education	\$ 313,504 \$ 170,239	21.67	31.33	9.17	62.16	4.0	66.16	0
#34 Childcare Development/Metro Childcare/Mult. County Health Dept.	Safe 'n Sound Project; Child Health Consultation	\$ 302,977 \$ 312,368	25.00	25.67	9.00	59.67	6.0	65.67	0
# 30 Mult. County Dom. Violence: Comm. Advocates, Salvation Army, HAPM	Domestic Violence Svcs.	\$ 275,000 \$ 275,000	14.33	32.75	10.08	57.17	8.33	65.50	NA
# 40 Portland Niños – OCHA, DIF, SMG Foundation	School Readiness, Child Protection; Culturally Specific Health Prevention	\$ 262,500 \$ 274,000	17.33	31.33	10.50	59.16	6.0	65.16	YR 1: \$ 100K YR 2: \$ 100K
Subtotal Yr1 Investment		\$ 8,508,368							
Subtotal Yr2 Investment		\$ 9,844,785							

Prop# & Organization	Program	YR1/YR2 Budgets	Prog. Score	Org. Score	CC Score	SubT	"Fit" Score	Total Score	Notes
# 32 Native American Rehabilitation	Child and Family Support	\$ 239,789 \$ 277,666	17.33	28.67	10.34	56.34	8.75	65.09	YR 1: \$ 100K YR 2: \$ 100K
#37 The Christie School	Children's Receiving Center	\$ 175,117 \$ 325,722	16.33	30.25	7.96	54.54	9.25	63.79	0
# 28 Cascade Aids Project	Services to Children w/AIDs	\$ 30,000 \$ 30,000	17.00	28.00	9.50	54.50	7.66	62.16	YR 1: \$ 30K YR 2: \$ 30K
# 39 Community Advocates	Child Abuse Prevention – Kids Can	\$ 115,000	18.33	31.33	7.33	57.00	5.0	62.0	0
#18 YMCA	Childcare	\$ 150,000 \$ 150,000	21.33	27.67	4.17	53.17	7.0	60.17	0
#14 Cascadia	Parent Child Services	\$ 189,700 \$ 276,600	15.00	28.00	10.17	53.17	7.0	60.17	0
# 2 Ethos	Music Outreach	\$ 300,000	19.00	26.67	7.84	53.51	5.3	58.81	0
#45 Cares Northwest: Kaiser, Legacy, OHSU	Child Abuse Response & Evaluation Services	\$232,095 \$ 255,731	19.00	24.67	8.17	51.84	6.0	57.84	0
#29 Portland Cares; Stand for Children	Salary Supplement for Childcare Workers	\$ 226,846 \$ 355,633	28.33	15.75	8.58	52.67	5.0	57.67	0
# 3 Peninsula Children's Center	Childcare Subsidy	\$ 235,528 \$ 235,528	18.33	25.33	6.67	50.33	7.33	57.66	YR 1: \$ 65K YR 2: \$ 65K
#47 PPS Onsite Teen Program	Teen Parent/Childcare in Schools	\$ 443,622 \$ 370,272	17.33	23.00	8.50	48.83	7.66	56.49	0
#20 Boys & Girls Aid Society	Crisis/Respite Shelter Care	\$ 47,029 \$ 138,259	14.33	25.67	9.00	49.01	7.0	56.01	0
#12 OPB	Ready to Learn	\$ 510,902 \$ 588,090	20.00	24.33	6.50	50.83	4.0	54.83	0
# 24 Hearing & Speech	Speech & Language Therapy	\$ 124,029 \$ 142,633	15.33	28.67	4.84	48.84	4.0	52.84	0
Subtotal Yr1 Investment		\$ 11,528,025							
Subtotal YR2 Investment		\$ 12,990,919							

[illegible]

Budget Notes re: Respite & Transitional Care for Children in Stress & Trauma

#	Org.	Program	General Comments	Yr1/Yr2 Budget	Budget Notes
<u>33</u>	Portland Relief Nursery	Child Abuse Prevention & Intervention	Proposal represents a 75% increase in capacity over a 2 year period SCORE: 78.33	YR1 \$ 324,789 YR2 \$ 640,719	YR1 \$ 250,000 YR2 \$ 250,000
<u>11</u>	Volunteers of America	Children & Families Services Division	Increase # served at existing Family Nursery plus serves 105 children in new site ; Note: Need additional budget information including FTE breakouts, subcontracts, etc. SCORE: 74.21	YR1 \$ 315,796 YR2 \$ 315,796	YR1 \$250,000 YR2 \$ 250,000
<u>30</u>	Mult County Domestic Violence	Domestic Violence Services: Community Advocates; Salvation Army & HAPM	Provides services thru community agencies – coordinated by Mult. County without funding from CHIF SCORE: 65.50	YR1 \$ 275,000 YR2 \$ 275,000	YR1 \$ 175,000 YR2 \$ 175,000
<u>37</u>	Christie School	Children's Receiving Center	This is set up as the front-end of a system of services for children at risk of stress & trauma SCORE: 63.79	YR1 \$ 175,117 YR2 \$ 325,722	YR1 \$ 150 YR2 \$ 150,000

#	Org	Program	General Comments	Yr1/Yr2 Budget	Budget Notes
<u>39</u>	Community Advocates	Child Abuse Prevention – Kids Can	<ul style="list-style-type: none"> - applying for Business Manager - looking to replace funding cut by Multnomah County <ul style="list-style-type: none"> - included as part of proposal # 30, Domestic Violence <p>SCORE: 62.00</p>	YR1 \$ 115,000 YR2 ?	0
<u>45</u>	Cares Northwest	Kaiser; Legacy; OHSU : Child Abuse Response & Evaluation Services	Part of system of services ? Unclear how this fits in with the Receiving Center SCORE: 57.84	YR1 \$ 232,095 YR2 \$ 255,731	0
<u>20</u>	Boys and Girls Aid Society	Crisis/Respite Shelter Care	Unclear how this meshes with other respite programs SCORE: 56.01	YR1 \$ 110,748 YR2 \$ 110,748	0
	YR1 Total				\$ 825,000
	YR2 Total				\$ 825,000



**COMMISSION ON CHILDREN, FAMILIES & COMMUNITY
OF MULTNOMAH COUNTY**

421 SW SIXTH, 6TH FL., PORTLAND OR 97204

503.988.3897 FAX 503.988.5538

www.ourcommission.org

Making Multnomah County a Great Place to Grow Up and Live

TO: Multnomah Board of County Commissioners
FROM: Commission on Children, Families & Community Staff
(Swati Adarkar, Elana Emlen and Fred King)
DATE: August 26, 2003
SUBJECT: CCFC Review of Allocation Committee Recommendations

On Tuesday, August 19, 2003, the Allocations Committee for the Portland Children's Investment Fund made their first round of funding decisions in the early childhood arena. They also made some allocation decisions in the area of child abuse prevention.

At the outset of the meeting, the Allocations Committee made some decisions that governed the recent funding decisions as well as future funding cycles.

- Maximum grant per proposal: \$500,000
- Funding is for 24 months.
- Investment fund dollars will be split 40-40-20 with 40% going to both early childhood and school age services and 20% going toward child abuse prevention.
- In year 1, approximately \$3.2 million is available for both early childhood and school age services; approximately \$1.64 million is available for child abuse prevention.
- \$250,000-\$500,000 will be set aside for evaluation of all three-program areas.
- The decision was made to pull the proposals focused on child abuse prevention out of the early childhood funding pool. Seven proposals that focus on abuse prevention received funds but the money will come from the child abuse funding pool for a total of \$825,000. Approximately \$775,000 is still available for future proposals.

Allocation Committee Decision Process

Much time and hard work went into evaluating the proposals. Three groups reviewed the proposals and gave ratings out of a possible 100 points. Each of the 47 proposals submitted were rated for:

- Being evidence based/proven program (41 points)
- Organizational capacity (37 points)

- Cultural competence (11 points)
- Fit with the Early Childhood Framework (11 points)

The evidence based/proven program rating was given by a committee comprised of six researchers from different institutions including Portland State University, Oregon Health Sciences University, and the Oregon Social Learning Center. A second committee comprised of a diverse group of funders, government, nonprofit, private sector and consumer participants rated the organizational ability of the agencies to provide the program proposed, including organizational strength, capacity, and collaboration. The Allocation Committee rated the proposals based on how they aligned with the Early Childhood Framework. Each committee rated proposals on cultural competence.

As you can see, it would be very difficult for a program to get high marks if it fared poorly in the "evidence-based/proven program" category.

Summary

At a time of great need these decision reflect a significant investment that will be directed toward the children in Portland who are high risk, special needs, and low-income. The proposals funded covered all areas of the city and reflected the needs of children of color.

As with any process that is new, there are things that need to be improved and perfected. Childcare proposals did not fare as well in the evidence base evaluation and therefore received little money. Given the specific ballot language in making child care more affordable, we would urge the Allocations Committee to take a closer look at how child care providers might compete on a level playing field in subsequent rounds.

Moreover, we recommend that efforts be made to direct funds toward child care affordability as soon as possible. We know without the benefit of research, that affordable childcare is critical to a child and family's well being. The Allocations Committee should consider modifying its scoring process in recognition of this issue. The Commission would be natural partner in this endeavor.

Overall, we are very excited and heartened to see such an infusion of investment funds going toward programs such as Head Start, Early Head Start, and Healthy Start all of which will help our children get off to the right start.

Wendy Lebow, Interim Director • Pauline Anderson • Bryan Lewis • Carol Cole
• Leslie Garth-Clark • Muriel Goldman • Kamron Graham • Pam Greenough
• Janet Kretzmeier • Diane Linn • Linda Gear Long • Antonia Maurer
• Janice Nightingale • D. Claire Oliveros • Nan Waller • Duncan Wyse

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Acceptance of the Portland Children's Levy Allocation Plan and Providing Advice and Counsel Concerning its Recommendations.

The Multnomah County Board of Commissioners finds:

- a. The citizens of the City of Portland passed a tax levy to fund children's programs within the city.
- b. The City of Portland and Multnomah County entered into an intergovernmental agreement to ensure that the funds received from the levy are allocated in a manner complementary with the local coordinated, comprehensive plan and to ensure accountability and equity throughout the system.
- c. As part of the agreement the City of Portland created an Allocation Committee which provides citizen oversight of the Levy, and to allocate Levy revenues via an Allocation Plan.
- d. Furthermore, the County Board, through its expertise and experience in children's policy and administration, was to provide the City Council with advice and counsel regarding the Allocation Plan.

The Multnomah County Board of Commissioners Resolves:

1. The Board accepts the attached Allocation Plan of the Allocation Committee of the City of Portland's Children's Levy subject to County participation in drafting and negotiating contract language for Morrison Center, Albertina Kerr and other agencies that mutually contract for social services; in order to ensure that the proposals are aligned with current services and systems of care and to build capacity.
2. Furthermore, the Board forwards the Plan to the Portland City Council for its consideration.

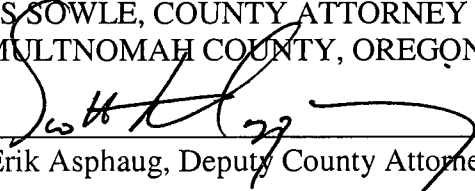
ADOPTED this 28th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Scott Erik Asphaug, Deputy County Attorney

BALLOT LANGUAGE FOR CHILDREN'S INITIATIVE

CAPTION

Five-year levy for Children's Investment Fund.

QUESTION

Shall Portland support early childhood, after school, child abuse programs; five-year levy \$0.4026 per \$1,000 assessed value beginning in 2003?

This Measure may cause property taxes to increase by more than three percent.

SUMMARY

Measure would finance Portland Children's Investment Fund to support proven programs designed to help children arrive at school ready to learn, provide safe and constructive after school alternatives for kids, and prevent child abuse and neglect and family violence.

This Children's Investment Fund can only be used for:

- **Child abuse prevention and intervention**, which addresses juvenile crime, school failure, drug and alcohol abuse and homeless youth.
- **Early childhood programs** which make childcare more affordable and prepare children for success in school.
- **After school and mentoring programs** that promote academic achievement, reduce the number of juveniles victimized by crime and increase graduation rates.

Accountability measures include:

Programs funded must be cost effective and have a proven record of success.
Investment fund will be subject to annual audits.
Administrative costs cannot exceed 5%.

Levy produces an estimated \$50 million over 5 years, averaging \$10 million per year.
Levy is \$0.4026 per \$1,000 of assessed property value. A home valued at \$150,000 pays \$5.03 per month, \$60.39 per year.



CITY OF
PORTLAND, OREGON
CHILDREN'S INVESTMENT FUND



**Invitation to Submit a Request for Investment in
Early Childhood Services to be
Delivered in the City of Portland**

Publication Date: Wednesday July 16, 2003

Summary of RFI

Available Funding:	Approximately \$8,000,000 will be available during this fiscal year through the City of Portland Children's Investment Fund. There are no limitations on the size of individual investments.
Date & Place Due:	Thursday, July 31, 2003 by 5:00 p.m. c/o Office of Commissioner Dan Saltzman, 1221 S.W. 4 th Ave., Ste.230, Portland, OR 97204 Original plus 12 Copies.
Period of Award:	24 months with the possibility of renewal or extension for 12, 24, or 36 months.
Eligible Applicants:	Not for Profit Corporations – 501(c)(3), Schools, Government Agencies, For Profit Entities. These groups may also apply as a consortium of such organizations through an identified lead agency/fiscal agent.
Requested Services:	Services to Portland's Children: Prenatal to School Age. Programs providing only prenatal services are not eligible. Programs providing child abuse prevention and intervention services are not excluded.
Goal of Services:	Prepare children for success in school.

Allocation Committee
Portland City Commissioner Dan Saltzman, Chair
Multnomah County Commissioner Lisa Naito
Ron Beltz
Samuel Henry, PhD
David Willis, MD

Andrew M. Olshin, Director
1221 S.W. 4th Ave., Suite 230
Portland OR 97204; (503) 823-4151
aolshin@ci.portland.or.us

Introduction

In November 2002, Portland voters passed Measure 26-33, known as the Portland Children's Initiative. The measure established Portland Children's Investment Fund (CHIF), which will (depending on annual tax receipts) invest up to \$10 million per year over the next five years to support proven programs in this community that help prepare young children for school, prevent child abuse and neglect, and provide youth development opportunities through before/after-school and mentoring programs. The goal of the initiative is to substantially increase the capacity for selected programs to deliver services and to implement proven programs/promising practices, thereby improving outcomes for young people and for the community. These improved outcomes may be reflected in increased school success and graduation rates, decreased juvenile crime and substance abuse rates, and lower rates of child maltreatment.

Program and Funding Guidelines

The Investment Fund will be rolled out in several phases. The first phase, currently underway, will invest in programs for young children, prenatal to school age children, in the areas of:

- Early Childhood Care & Education
- Early Head Start and Head Start
- Respite and Transitional Care keeping children safe in times of stress and trauma
- Health, Development and Mental Health Promotion
- Parent Education
- Early Intervention

Programs providing only prenatal services are not eligible. Programs that provide child abuse prevention and intervention services will not be excluded from consideration.

These programs will be funded with property tax-levy funds allocated by City Council through the Children's Investment Fund (CHIF). **The City is making available funding for 24 months of service provision and is seeking proposals for programs and/or services that use proven strategies to achieve measurable goals in preparing children for success in school.** At this time, the City will not commit to funding projects beyond the time period and allocated amount set out in this RFI. However, the Allocation Committee to the CHIF and the City will consider outcomes from this initial 24 month period in deliberating whether to extend individual agreements for up to 36 months.

Funded organizations will be required to follow City of Portland EEO hiring guidelines and contracting rules¹, provide proof of insurance and provide additional assurances as required by CHIF staff.

¹ PCC 3.100.005 provides in part: It is unlawful to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation or source of income in programs, activities, services, benefits, and employment whether carried out by the City of Portland, directly or through a contractor or any other entity with whom the City of Portland arranges to carry out its programs and activities except as allowed by federal law, rules and regulations.

Program Goals

The goal of this investment round is to substantially increase the capacity for selected proven programs/promising practices to deliver services, thereby improving outcomes for children and for the community. For example, these improved outcomes may be reflected in increased school success and graduation rates, decreased incidence of high-risk behaviors, increased social competence and academic engagement, increased parent involvement, reduced family conflict, decreased juvenile crime and substance abuse rates, and lower rates of child maltreatment. Providers should plan to utilize assessment and evaluation tools to track program success.

Guidelines regarding "Proven Program/Promising Practices" are attached as Attachment A.

Geographic Target Area

The City of Portland.

Eligible Beneficiaries

- Beneficiaries must be residents of the City of Portland.
- Beneficiaries must be prenatal to school age children and/or their families or caregivers.

Eligible Forms of Assistance

- Proposals should target direct client assistance.

Decisions

The CHIF must be highly selective in making investments. Applicants should understand that a decision by the CHIF to decline to invest does not necessarily mean that the CHIF disapproves of the proposed project or fails to appreciate its merits.

Reporting and Evaluation

The goal of the Children's Investment Fund is to demonstrate a successful strategy of providing services to prenatal through school age children and their families or caregivers to achieve some measure of success. Evaluation is critical to assessing the merits of the selected strategy. However, we understand some organizations have limited capacity to evaluate and report outcomes. Proposals should include provisions for as much of the following as possible:

***Please integrate all of this information with your response to Criteria #1.**

- Clearly defined output and outcome measures and an appropriate system for tracking and reporting on each. These must be detailed in a report submitted to the CHIF on a quarterly basis. Quarterly reports must also include complete information on program size/attendance, quarterly organization-wide finances (revenues and expenses) and demographics.

- Proposed methodology for tracking and evaluating the success of individual beneficiaries. This should include tracking beneficiaries for the entire time they receive services. It is desirable for programs to track beneficiaries for a period of at least 6 months after exiting services.

Administration of Funds

- The CHIF will initially contract with a selected provider(s) for a period of 24 months beginning as early as July 1, 2003 and ending as late as September 31, 2005.
- The CHIF will provide funds to the selected organization(s) on a reimbursement basis upon submission of quarterly invoices detailing the services provided during that period. Limited accommodations can be negotiated to make financial assistance available to contracted organizations on a cost-projection basis.
- Allowable Budget Items: Proposals should target direct client assistance.
- **Required Enclosures: Proof of 501(c)(3) status (where applicable), organizational bylaws (where applicable), organizational mission, a detailed Year 1 and Year 2 proposed program budget including sources and uses for all funds, annual organization-wide budgets for your FY 2002/03 and 2003/04 that include sources and uses for all funds, your most recent annual report and 1 COPY of a recent audited financial statement.**

Matching Funds and "Leverage"

- Although not required, applicants are encouraged to seek and provide evidence of matching funds and leveraged resources to maximize the effectiveness of the proposed programs. There are no restrictions as to the type of match or leverage that will be considered.

Application Process

Interested organizations should submit an original application, including required/optional enclosures, and 12 copies to Portland Children's Investment Fund, c/o Office of City Commissioner Dan Saltzman, 1221 SW 4th Ave, Room 230, Portland, OR, 97204 by 5:00 p.m. on Thursday, July 31, 2003. No late or incomplete applications will be considered.

Portions of each proposal shall be scored by a Proposal Evaluation Committee (citizen body) and a Program Validation Group (academic advisory group). Scores and all proposals will be forwarded to the Allocation Committee for review and ranking. The Allocation Committee shall make funding recommendations, solicit input on these

recommendations from the Multnomah County Commission and submit final recommendations to the Portland City Council for consideration. Final funding decisions shall be made at the sole discretion of the Portland City Council. The offering of this RFI does not constitute a commitment to fund by the City of Portland or the CHIF.

Rating Criteria and Instructions

Please carefully review and provide a response to each of the following. YOUR RESPONSES TO EACH QUESTION WILL BE READ SEPARATELY. PLEASE LABEL AND USE A SEPARATE SET OF PAGES (OR PAGE) FOR EACH RESPONSE:

1. A total of 41 points (out of a total 100 available points) can be awarded based upon your response to the following:

The CHIF will invest in ***programs/practices proven to be effective*** in improving the lives of children and/or families.

On a maximum of 3 pages, please:

- Describe your program's effectiveness and/or how your program incorporates best practices research.
- Provide a summary of the information currently gathered by your organization to evaluate the success of this and/or other programs offered by your agency.
 - Examples of descriptive data and outcome measurements: # of children served, demographic characteristics of clients served, services received, outcomes for children served (ie. positive results for children evaluated as they leave the program), level of client retention, proportion of those requesting the services that actually received them, level of poverty for children served, percentage of children in the program who enter with significant cognitive or physical disabilities.
 - Include a description of how program information is and/or will be gathered, assessed and presented. ie. Describe current evaluation activities (including qualifications of responsible staff), outcomes tracked and data collection tools used.
 - Include citations for, electronic sources of and copies of any published or unpublished reports, studies or research you are referencing – **these are not subject to the 3 page maximum.**

Guidelines regarding “Proven Programs/Promising Practices” are attached as Attachment A.

2. A total of 18 points (out of a total 100 available points) can be awarded based upon your response to the following:

The CHIF is interested in funding programs that ***increase the proposing organizations capacity to serve children*** – as measured, principally, by the number of children served prior to and after implementation of the proposed program. On a maximum of 1 page, please describe how timely implementation of the proposed program will increase your organizations capacity to serve children.

Notes: (1) Programs are welcome to propose an increasing level of increased capacity over the course of the contract period. ie. We plan to serve 10% more children in Year 1 than we currently serve AND an additional 10% more than that in Year 2; (2) Although on its face increased capacity refers to additional children served, an increase in a program's accessibility for children with special needs may be considered a significant increase in program capacity.

3. A total of 11 points (out of a total 100 available points) can be awarded based upon your response to the following:

The CHIF will determine whether it believes the organization proposing to implement the program is sufficiently ***strong enough to successfully implement and maintain the program*** throughout the contract period. Consideration of this criteria will include analysis of ***administrative costs*** and ***how an organization evaluates*** its own programs.

Please limit your written response to 2 pages, excluding attachments (ie. audit records).

Note: The following information will help the Proposal Evaluation Committee best assess a proposing organization's capacity to perform: Existing records of internal and external audits (past 2 years), a summary of business practices, a detailed breakdown of per unit costs, a list of key staff and their qualifications, & track record of providing the type of services proposed. Organizational depth and leadership are also important.

4. A total of 11 points (out of a total 100 available points) can be awarded based upon your response to the following:

The CHIF is interested in providing funding to organizations with the experience and ***capacity to successfully administer the proposed services in a culturally competent way***. On a maximum of 2 pages please describe how your:

- Organization ensures clients/consumers receive effective, understandable, and respectful services provided in a manner compatible with their cultural beliefs and practices, preferred language, physical ability, and gender.

- Organization implements strategies to recruit, retain, and promote a diverse staff at all levels of the organization and leadership that are representative of the population being served and the demographic characteristics of the service area.
- Organization ensures that staff at all levels and across all disciplines receive ongoing education and training in culturally, linguistically and gender appropriate service delivery, policy, and planning and comply with practice and standards for workers.
- Organization ensures data on the individual client's/consumer's racial, ethnicity, gender, and primary language are collected in client records, confidentially maintained, and integrated into the data information systems and periodically updated.

5. A total of 11 points (out of a total 100 available points) can be awarded based upon your response to the following:

On a maximum of 1 page, please describe the proposed program's ***"Fit" with the Early Childhood Framework*** developed by the Multnomah County Commission on Children and Families. The Framework can be referenced @ www.ourcommission.org/pdf/activitiespdf/framebro.pdf

6. A total of 8 points (out of a total 100 available points) can be awarded based upon your response to the following:

On a maximum of 1 page, please describe your organization's ***track record of collaboration*** with other organizations serving children and/or families.

Notification

The CHIF intends to notify all applicants of the results of the selection process promptly upon the decision of the City Council. It is anticipated that notification will occur on or about September 15, 2003, with contracts to begin October 1, 2003.

Applicants selected for funding will receive written confirmation of selection. Funds will be available for use by selected projects after contracts with the City of Portland have been executed.

Questions or Comments

Questions or comments about this RFI may be addressed to Andrew M. Olshin, Director, at (503) 823-4151 or by e-mail at aolshin@ci.portland.or.us

Attachment A to the Portland Children's Investment Fund's Request for Investment in Early Childhood Services

Continuum of Evidence for Early Childhood Programs & Practices

Evidence-based	Proven Programs	Promising Practices	Usual Practice
<p>2 or more studies show outcomes are better than <i>usual practice</i>, an <i>alternative program</i> or <i>no service</i>. Scientific rigor: random assignment to groups (controlled study), other safeguards.</p>	<p>At least one credible, scientifically rigorous study shows the program improves at least one benchmark (desired outcome) (PPN). www.promisingpractices.net</p>	<p>(1) Some evidence program improves outcomes for children & families. Less rigorous evaluation methods (PPN). www.promisingpractices.net =====</p> <p>(2) Principles re: "best practice," developed through consensus, literature review. Judgments by some authority about what to highlight.</p>	<p>Programs based on training, experience, good judgment, practice wisdom. Practices may not be commonly shared, accepted. Evaluation based on informal feedback & indicators such as drop-out or complaints.</p>

Children's Investment Fund Evaluation Committees

Proposal Evaluation Committee

This committee evaluated responses to Criteria #2 (increase capacity to serve children), Criteria #3 (organizational strength to successfully implement & maintain program), Criteria #6 (track record of collaboration). This committee also evaluated responses to Criteria # 5 (cultural competence) which were averaged with the scores given on this criteria by the Program Evaluation Committee (below).

Amina Anderson, Black United Fund of Oregon
Thomas Aschenbrener, Northwest Health Foundation
Kay Hutchinson, REACH Community Development
Andria Johnson, Key Bank, Former Head Start Parent Assistant, Parent of Head Start Consumers
Lynn Knox, Bureau of Housing and Community Development
Joe McFerrin, Portland Opportunities Industrialization Center
Victor Merced, Meyer Memorial Trust
Kathleen Treb, Multnomah County Department of Community Justice
Marnie Vlahos, Neighborhood Partnership Fund
Andrew Wiederhorn, Fog Cutter Capital

Program Evaluation Committee

This committee evaluated responses to Criteria #1 (proven programs & promising practices), and to Criteria # 5 (cultural competence) which were averaged with the scores given on this criteria by the Proposal Evaluation Committee (above).

Barbara Friesen, Ph.D. & Diane Yatchmenoff, Ph.D., Research and Training Center on Family Support and Children's Mental Health @ Portland State University
Ken Rosenberg, MD, MPH, Maternal and Child Health Epidemiologist, Oregon Dept. of Human Services
Mark Eddy, PhD., Co-Director, Oregon Social Learning Center @ University of Oregon
Mark Helfand, M.D., Director of Evidence-Based Center, Oregon Health Science Center
Leslie Munson, PhD, Department of Special Education and Counseling Education, Portland State University

Proposal Evaluation Committee:
Criteria for Proposal Review

NOTE: Please review the requirements and notes for Criteria # 2, 3 & 6 set out in the RFI.

Proposal #

Rater #

Total Score: 20

To what extent:	Not at all	A little	Some what	A lot	Total
...does the proposed program or service increase the organizations capacity to serve prenatal to school age children and/or their families or caregivers ? Criteria # 2	0	6	12	18	12
...does the proposal show the proposing organization has the experience and organizational strength to successfully implement and maintain the program throughout the contract period ? As part of this review, please assess administrative costs and consider how an organization evaluates its own programs. Criteria # 3	0	3	7	11	3
...does the organization show a strong track record of collaboration with other organizations serving children and/or families? Criteria # 6	0	3	5	8	5
<u>Total</u>					20

Proposal Evaluation Committee:
Cultural Competence Review + Optional Overall Comments

Proposal # [REDACTED]

Rater # [REDACTED]

Total Score: 9

To what extent does the proposal indicate:	Not at all	Some what	Yes, A lot	Total
...the organization ensures clients/consumers receive effective, understandable, and respectful services provided in a manner compatible with their cultural beliefs and practices, preferred language, physical ability and gender ?	0	(2)	3	2
...the organization has implemented strategies to recruit, retain, and promote a diverse staff at all levels of the organization and leadership that are representative of the population being served & the demographic characteristics of the service area ?	0	2	(3)	3
...the organization ensures staff at all levels and across all disciplines receive ongoing education and training in culturally, linguistically and gender appropriate service delivery, policy, and planning and comply with practice and standards for workers ?	0	2	(3)	3
...the organization ensures data on the individual client's/consumer's racial, ethnicity, gender, and primary language is collected in client records, confidentially maintained, integrated into the organization's data information systems and periodically updated ?	0	(1)	2	1
TOTAL				<u>9</u>

Reviewers Overall Comments on the Proposal

If you are so inclined, please provide comments on the proposals overall strengths and weaknesses that we can provide directly back to the authors.

No Budget Included! Not sure of the capacity of 0-5 served.

Program Evaluation Committee: Criteria for Proposal Review

Proposal #

Rater #

Total Score:

To what extent:	Not at all	A little	Some what	A lot	Total
...does the proposal present a sound conceptual framework for the proposed program/ intervention?	0	1	3	5	
...does the proposal clearly define the components of the intervention?	0	1	3	5	
...is there a logical link between the conceptual framework and the program/intervention components?	0	1	3	5	
...does the proposal present evidence (from the research literature or program evaluation) of the program's effectiveness ?	0	1	3	5	
...does the program have a means of tracking whether the intervention is being implemented as intended (fidelity)?	0	1	3	5	
...does the program routinely collect data that can be used to assess the program/intervention's outcomes ?	0	1	3	5	
(Insert score from PROGRAM CATEGORY chart below)					3
TOTAL					8

PROGRAM CATEGORY	
This program/intervention represents:	Circle one
Evidence-based practice ¹	<input type="checkbox"/> 11
Proven program ²	<input type="checkbox"/> 9
Promising program ³	<input type="checkbox"/> 7
Usual practice ⁴	<input checked="" type="checkbox"/> 3

¹ Evidence-based practice: 2 or more studies show outcomes better than usual practice, an alternative program, or no service. Scientific rigor: Controlled study, other safeguards.

² Proven program: At least one credible, scientifically rigorous study shows the program improves at least one benchmark (desired outcome) (PPN: www.promisingpractices.net)

³ Promising practice: (1) Some evidence that program improves outcomes for children & families. Less rigorous evaluation methods (PPN). (2) Principles re: "best practice" developed through consensus, lit. review. Judgments by authority.

⁴ Usual Practice: Programs based on training, experience, good judgment, practice wisdom. Practices may not be commonly shared, accepted. Evaluation based on informal feedback & indicators such as drop-out or complaints.

Program Evaluation Committee: Cultural Competence Review

Proposal #

Rater #

Total Score:

To what extent:	Not at all	Some what	Yes, A lot	Total
...does the organization ensure clients/consumers receive effective, understandable, and respectful services provided in a manner compatible with their cultural beliefs and practices, preferred language, physical ability and gender ?	0	2	3	3
...has the organization implemented strategies to recruit, retain, and promote a diverse staff at all levels of the organization and leadership that are representative of the population being served & the demographic characteristics of the service area ?	0	2	3	3
...does the organization ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally, linguistically and gender appropriate service delivery, policy, and planning and comply with practice and standards for workers ?	0	2	3	3
...does the organization ensure that data on the individual client's/consumer's racial, ethnicity, gender, and primary language are collected in client records, confidentiality maintained, and integrated into the data information systems and periodically updated ?	0	1	2	2
TOTAL				11

Reviewers Comments: (please provide comments of the proposals strengths and weaknesses that we can provide directly back to the authors.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-119

Acceptance of the Portland Children's Levy Allocation Plan and Providing Advice and Counsel
Concerning its Recommendations

The Multnomah County Board of Commissioners finds:

- a. The citizens of the City of Portland passed a tax levy to fund children's programs within the city.
- b. The City of Portland and Multnomah County entered into an intergovernmental agreement to ensure that the funds received from the levy are allocated in a manner complementary with the local coordinated, comprehensive plan and to ensure accountability and equity throughout the system.
- c. As part of the agreement the City of Portland created an Allocation Committee which provides citizen oversight of the Levy, and to allocate Levy revenues via an Allocation Plan.
- d. Furthermore, the County Board, through its expertise and experience in children's policy and administration, was to provide the City Council with advice and counsel regarding the Allocation Plan.

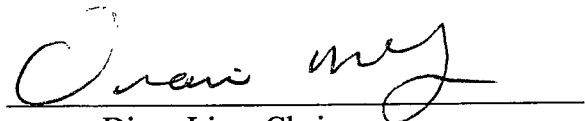
The Multnomah County Board of Commissioners Resolves:

1. The Board accepts the attached Allocation Plan of the Allocation Committee of the City of Portland's Children's Levy subject to County participation in drafting and negotiating contract language for Morrison Center, Albertina Kerr and other agencies that mutually contract for social services; in order to ensure that the proposals are aligned with current services and systems of care and to build capacity.
2. Furthermore, the Board forwards the Plan to the Portland City Council for its consideration.

ADOPTED this 28th day of August, 2003.

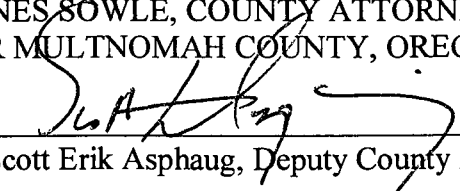


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Scott Erik Asphaug, Deputy County Attorney

Allocation Plan as Recommended by the Children's Investment Fund Allocation Committee

Prop# & Organization	Program	YR1/YR2 Budgets	Prog. Score	Org. Score	CC Score	SubT	"Fit" Score	Total Score	Tentative Awards
#10 Neighborhood House	Early Head Start	\$ 288,851 \$ 361,016	37.67	34.00	11.00	82.67	9.5	92.17	YR 1: \$ 250K YR 2: \$ 300K
# 6 Morrison	Mental Health	\$ 593,677 \$ 590,551	37.67	34.00	9.67	81.33	10.25	91.58	YR 1: \$ 425K YR 2: \$ 475K
# 35 Mult. County/Morrison	Healthy Start Expansion	\$1,472,739 \$1,481,284	35.67	34.67	10.50	80.84	10.25	91.09	YR 1: \$ 350K YR 2: \$ 350K
# 27 Mt. Hood -Gateway	Head Start	\$ 308,560 \$ 308,560	37.67	32.67	9.50	79.84	10.25	90.09	YR 1: \$ 250K YR 2: \$ 250K
# 17 PCC – Sylvania Campus	Child Development Center	\$ 99,516 \$ 135,376	33.00	35.25	9.88	78.13	8.75	86.88	YR 1: \$ 99,516 YR 2: \$ 135,376
# 15 Portland Impact	Parent Child Development Services	\$ 148,235 \$ 148,235	36.00	30.67	10.50	77.17	8.75	85.92	YR 1: \$ 148,235 YR 2: \$ 148,235
# 46 Portland Public Schools	Head Start	\$ 476,874 \$ 958,126	36.33	27.00	10.50	73.83	10.75	84.58	YR2: \$ 250K YR2: \$ 250K
# 31 IRCO	Early Childhood Care & Educ.; Parent Educ.; Child Development Svcs.	\$ 350,000 \$ 350,000	30.67	33.33	11.00	75.00	9.5	84.5	YR 1: \$ 275K YR 2: \$ 275K
# 8 EHS of Portland	Early Head Start	\$ 388,500 \$ 400,000	37.00	25.67	10.50	73.17	10.75	83.92	YR 1: \$ 300K YR 2: \$ 300K
#5 Albina Head Start	Early Head Start Head Start	\$ 493,230 \$ 820,000	32.67	28.33	9.17	70.16	10.5	80.66	YR 1: \$ 270K YR 2: \$ 400K
# 33 Portland Relief Nursery	Child Abuse Prevention & Intervention	\$ 324,789 \$ 640,719	26.00	33.50	9.00	68.33	10.0	78.33	NA
# 41 Friendly House	PreK; PreSchool; Help Linnton	\$ 63,360 \$ 87,218	34.67	28.00	8.21	70.88	7.0	77.88	YR 1: \$ 63,360 YR2: \$ 87,218
SUBTOTAL YR1 INVESTMENT		\$ 5,008,331							
SUBTOTAL YR2 INVESTMENT		\$ 6,281,085							

Prop# & Organization	Program	YR1/YR2 Budgets	Prog. Score	Org. Score	CC Score	SubT	"Fit" Score	Total Score	Notes
# 23 Library Foundation	Early Literacy	\$ 185,666 \$ 145,458	26.67	36.00	8.17	70.83	6.5	77.33	0 0
# 9 EHS of Portland	Childcare Improvement Project	\$ 250,000 \$ 253,000	30.67	27.67	8.84	67.17	9.5	76.67	YR 1 : \$ 100K YR 2: \$ 100K
# 7 Albertina Kerr	Early Intervention	\$ 90,000 \$ 135,000	24.33	35.25	10.04	69.63	7.0	76.63	YR 1: \$ 90K YR 2: \$ 135K
#11 Volunteers of America	Children & Family Svcs.; Relief Nursery	\$ 780,000 \$ 780,000	21.67	33.50	10.29	65.46	8.75	74.21	NA
#1 Insight Teen Program	Parent Educ; Outreach; In-home	\$ 120,000 \$ 120,000	28.00	28.33	8.83	65.16	6.0	71.16	YR 1: \$ 100K YR 2: \$ 100K
#36 Housing Authority & Americorps	Parent Education; Family Literacy	\$ 40,766 \$ 39,625	22.67	30.33	9.83	62.83	8.0	70.83	YR 1: \$ 40K YR 2: \$ 40K
# 21 Boy & Girls Aid - Juntos	Kindergarten Readiness	\$ 47,029 \$ 138,259	22.00	30.00	9.38	61.38	7.66	69.04	0
# 25 Salvation Army	Services to Homeless Families	\$ 646,966 \$ 568,966	20.00	32.00	8.33	60.33	6.75	67.08	0
# 19 David Douglass Schools	Early Learning Plan	\$ 185,629 \$ 351,785	22.67	29.33	8.17	60.17	6.5	66.67	0
# 13 OMSI	Early Access to Science Education	\$ 313,504 \$ 170,239	21.67	31.33	9.17	62.16	4.0	66.16	0
#34 Childcare Development/Metro Childcare/Mult. County Health Dept.	Safe 'n Sound Project; Child Health Consultation	\$ 302,977 \$ 312,368	25.00	25.67	9.00	59.67	6.0	65.67	0
# 30 Mult. County Dom. Violence: Comm. Advocates, Salvation Army, HAPM	Domestic Violence Svcs.	\$ 275,000 \$ 275,000	14.33	32.75	10.08	57.17	8.33	65.50	NA
# 40 Portland Niños – OCHA, DIF, SMG Foundation	School Readiness, Child Protection; Culturally Specific Health Prevention	\$ 262,500 \$ 274,000	17.33	31.33	10.50	59.16	6.0	65.16	YR 1: \$ 100K YR 2: \$ 100K
Subtotal Yr1 Investment		\$ 8,508,368							
Subtotal Yr2 Investment		\$ 9,844,785							

Prop# & Organization	Program	YR1/YR2 Budgets	Prog. Score	Org. Score	CC Score	SubT	"Fit" Score	Total Score	Notes
# 32 Native American Rehabilitation	Child and Family Support	\$ 239,789 \$ 277,666	17.33	28.67	10.34	56.34	8.75	65.09	YR 1: \$ 100K YR 2: \$ 100K
#37 The Christie School	Children's Receiving Center	\$ 175,117 \$ 325,722	16.33	30.25	7.96	54.54	9.25	63.79	0
# 28 Cascade Aids Project	Services to Children w/AIDs	\$ 30,000 \$ 30,000	17.00	28.00	9.50	54.50	7.66	62.16	YR 1: \$ 30K YR 2: \$ 30K
# 39 Community Advocates	Child Abuse Prevention – Kids Can	\$ 115,000	18.33	31.33	7.33	57.00	5.0	62.0	0
#18 YMCA	Childcare	\$ 150,000 \$ 150,000	21.33	27.67	4.17	53.17	7.0	60.17	0
#14 Cascadia	Parent Child Services	\$ 189,700 \$ 276,600	15.00	28.00	10.17	53.17	7.0	60.17	0
# 2 Ethos	Music Outreach	\$ 300,000	19.00	26.67	7.84	53.51	5.3	58.81	0
#45 Cares Northwest: Kaiser, Legacy, OHSU	Child Abuse Response & Evaluation Services	\$232,095 \$ 255,731	19.00	24.67	8.17	51.84	6.0	57.84	0
#29 Portland Cares; Stand for Children	Salary Supplement for Childcare Workers	\$ 226,846 \$ 355,633	28.33	15.75	8.58	52.67	5.0	57.67	0
# 3 Peninsula Children's Center	Childcare Subsidy	\$ 235,528 \$ 235,528	18.33	25.33	6.67	50.33	7.33	57.66	YR 1: \$ 65K YR 2: \$ 65K
#47 PPS Onsite Teen Program	Teen Parent/Childcare in Schools	\$ 443,622 \$ 370,272	17.33	23.00	8.50	48.83	7.66	56.49	0
#20 Boys & Girls Aid Society	Crisis/Respite Shelter Care	\$ 47,029 \$ 138,259	14.33	25.67	9.00	49.01	7.0	56.01	0
#12 OPB	Ready to Learn	\$ 510,902 \$ 588,090	20.00	24.33	6.50	50.83	4.0	54.83	0
# 24 Hearing & Speech	Speech & Language Therapy	\$ 124,029 \$ 142,633	15.33	28.67	4.84	48.84	4.0	52.84	0
Subtotal Yr1 Investment		\$ 11,528,025							
Subtotal YR2 Investment		\$ 12,990,919							

[illegible]

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: R-2

Est. Start Time: 10:00 AM

Date Submitted: 08/19/03

Requested Date: August 28, 2003

Time Requested: 5 minutes

Department: Non-Departmental

Division: Chair's Office

Contact/s: Tom Simpson/Scott Asphaug

Phone: 503-988-4233

Ext.: 84233

I/O Address: 503/6

Presenters: Tom Simpson

Agenda Title: Approval of Amended Intergovernmental Agreement with the City of Portland establishing the relationship of the parties regarding the City's Children's Levy.

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Approval of intergovernmental agreement.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
This intergovernmental agreement (IGA) with the City of Portland is to establish the working relationship between the two jurisdictions regarding the Children's Levy. In the original IGA it was anticipated that the County would act as the contracting agency for the numerous grants or contracts needed to carry out the Levy's mandate. As the two jurisdictions worked out the details of this arrangement it became increasingly clear that the City needed to maintain direct contact with the various parties involved in the Levy.

The County's role remains one of providing advice and direction based on its long standing involvement in children's issues. The Allocation Committee of the Children's

Levy will still be required to bring its recommendations to the County Board for its review. The review process will be accomplished via a resolution that is sent to the City of Portland.

3. Explain the fiscal impact (current year and ongoing). None.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**

- ❖ **Has this request been made before? When? What was the outcome?**

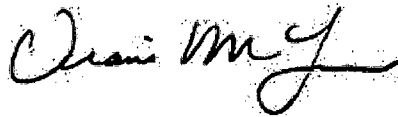
If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues involved. This intergovernmental agreement was reviewed by both the City of Portland and Multnomah County legal counsel.

5. Explain any citizen and/or other government participation that has or will take place. This intergovernmental agreement will also require approval by the Portland City Council.

Required Signatures:



Date: 08/19/03

Department/Agency Director:

Budget Analyst: *Ching Hay*

Date: 08/19/03

Dept/Countywide HR: *L Shipley*

Date: 08/19/03

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☒ Not Attached Contract #: 0410483
Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Chair's Office Division: _____ Date: 8/19/03
 Originator: Tom Simpson Phone: 988-4233 Bldg/Rm: 503/6
 Contact: Tom Simpson Phone: 988-4233 Bldg/Rm: 503/6
 Description of Contract: Intergovernmental agreement with the City of Portland to establish the relationship between the parties in regards to the Children's Levy

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 Effective DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	<u>City Of Portland</u>			Remittance address	_____
Address	<u>1221 SW Fourth</u>			(If different)	_____
City/State	<u>Portland, Oregon</u>			Payment Schedule / Terms	_____
ZIP Code	<u>97209</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>503-823-3035</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>2/9/03</u>	Term Date	<u>2/8/08</u>	<input type="checkbox"/> Requirements Funding Info: _____	
Amendment Effect Date	<u>9/15/03</u>	New Term	<u>9/14/08</u>	Original Requirements Amount	<u>\$0</u>
Original Contract Amount	<u>\$0</u>			Total Amt of Previous Amendments	<u>\$0</u>
Total Amt of Previous Amendments	<u>\$0</u>			Requirements Amount Amendment:	<u>\$0</u>
Amount of Amendment	<u>\$0</u>			Total Amount of Requirements	<u>\$0</u>
Total Amount of Agreement \$	<u>\$0</u>				

REQUIRED SIGNATURES:

Department Manager Debra Farrell
 Purchasing Manager _____
 County Attorney Patrick W. Henry
 County Chair Chris M. J.
 Sheriff _____
 Contract Administration _____

DATE 8/19/03
 DATE _____
 DATE 8/19/03
 DATE 8-28-03
 DATE _____
 DATE _____

COMMENTS:

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-2 DATE 08-28-03
 DEB BOGSTAD, BOARD CLERK

AMENDED AGREEMENT

This amended agreement is entered this _____ day of September, 2003 by and between the City of Portland, Oregon (City) and Multnomah County, Oregon (County). This agreement supercedes the original agreement entered between the parties on February 6, 2003.

Recitals

- A. The City proposed and voters approved a local option property tax levy at the November 5, 2002, general election. The purpose of the levy is to create a Children's Investment Fund to make targeted investments in proven programs in the areas of early childhood development, after school and mentoring activities, and prevention of child abuse and neglect.
- B. The parties want to make the best use of scarce resources available for children's services and avoid duplication of efforts.
- C. The parties want to work together to ensure that the funds received from the levy are allocated in a manner complementary with the local coordinated, comprehensive plan and to ensure accountability and equity throughout the system.
- D. The parties will work in partnership to assure that the intent of the voters is carried out.
- E. The City recognizes the County's expertise and experience in administering children's programs.

Now therefore, the parties agree as follows:

1. Parties

- 1.1 City means the City of Portland, which imposed the Levy as authorized and approved by the voters of the City in the November 5, 2002, general election.
- 1.2 County means Multnomah County, Oregon.

2. Definitions

- 2.1 Levy is the Children's Levy submitted by the City Council and approved by voters in the November 5, 2002, general election. The Levy is authorized for five successive years commencing with the fiscal year 2003-04, at a special tax rate of \$0.4026 per thousand dollars of assessed value, on all property in the City of Portland not exempt from taxation.
- 2.2 Children's Investment Fund or Fund means the special fund designated to receive the proceeds of the Children's Levy. The Children's Investment Fund will be established and maintained by the City. A subsidiary fund may be established in the event that the City is successful in attracting private sources to establish a leveraged "matching" fund. The money in the Children's Investment Fund shall be expended only for the Designated Purposes.
- 2.3 Designated Purposes means early childhood programs, child abuse prevention and intervention, and after school and mentoring programs for children.
- 2.4 Allocation Committee means the committee established to provide citizen oversight over expenditure of the Levy, and to allocate Levy revenues.
- 2.5 Commission means the Commission on Children, Families and Community of Multnomah County.
- 2.6 Administrative Expenses includes, but is not limited to, expenses for the City staff to the Allocation Committee, contract and annual. Administrative expenses are limited under the Children's Levy authorization to five percent (5%) of the Children's Investment Fund.

3. Term

- 3.1 This agreement is in effect for five years. The parties have the option of renewing the contract for one additional two year term. This agreement will be effective as of the date of its execution.

4. City rights and responsibilities

- 4.1 The City will establish and maintain the Children's Investment Fund as a special fund. The proceeds of the Levy will be deposited in the Children's Investment Fund and authorized payments will be made from the Fund. The Children's Investment Fund will be invested and reinvested by the City as authorized by state law and City Charter.
- 4.2 The City will participate in the Allocation Committee.
- 4.3 The City will provide for an audit of expenditures annually. Audit expenses will be included in Administrative Expenses.
- 4.4 The City will review and, if appropriate, approve expenditures recommended by the Allocation Committee.
- 4.5 Proposed grants recommended by the Allocation Committee will be submitted to the City for review, approval and execution by the City.
- 4.6 City will award grants recommended by the Allocation Committee following approval by the City.
- 4.7 City will manage and administer the grants executed on the recommendation of the Allocation Committee.
- 4.8 The City will appoint a project manager, who shall be the contact person for County and who shall receive notices provided under this agreement. The City may change its project manager at any time by giving notice to the County.

5. County rights and responsibilities

- 5.1 The County will participate in the Allocation Committee.
- 5.2 The County will appoint a project manager, who will be the contact person for the City and who will receive notices provided under this agreement. The County may change its project manager at any time by giving notice to the City.

6. Allocation Committee membership

- 6.1 The Allocation Committee will be staffed by the Director of the Children's Investment Fund, a city employee. The Director will assist all members of the Allocation Committee and support them in carrying out their work.
- 6.2 The Allocation Committee will have five members, appointed as follows:
 - 6.2.1 One City Council member, appointed by the City Council.
 - 6.2.2 The County Chair or one member of the Board of County Commissioners, appointed by the County Chair.
 - 6.2.3 One representative of the Portland Business Alliance, appointed by the Portland Business Alliance.
 - 6.2.4 One citizen of Multnomah County or the City of Portland with knowledge of issues relating to children and families, appointed by the Board of County Commissioners from a list agreed upon by the City, County and Alliance members.
 - 6.2.5 One citizen of the City of Portland with knowledge of issues relating to children and families appointed by the City Council from a list agreed upon by the City, County and Alliance members.
- 6.3 The Allocation Committee will create rules to assure that its actions are free from any conflicts of interest.
- 6.4 No government body will be precluded from becoming a recipient of Levy proceeds because one or more of its officials or employees is a member of the Allocation Committee.
- 6.5 The Allocation Committee will select a chair annually. The chair may serve more than one term.
- 6.6 The Allocation Committee will be assisted in its allocation process by a Program Group in each of the three program areas: early childhood programs, child abuse prevention, and after school and mentoring programs. The Allocation Committee will select the members of the Program Groups and appoint a chair. Each Program Group may designate a co-chair. The Early Childhood Care and Education Council of the

Commission will provide assistance and recommendations to the Early Childhood Program group.

- 6.7 The Allocation Committee may establish other advisory groups as it considers appropriate.
- 6.8 Allocation Committee members will be appointed for 2 year terms and may be re-appointed by the body that appointed them.
- 6.9 Allocation Committee and Program Group members may be removed by the body that appointed them for any reason that the appointing body considers appropriate.

7. Allocation Committee Operations

- 7.1 The Allocation Committee will adopt by-laws for operation. The by-laws are subject to approval by the City Council.
- 7.2 The Allocation Committee will recommend each year a plan for allocation of amounts available in the Fund. The plan will allocate available funds among the three Designated Purposes. The Allocation Committee will use its best efforts to achieve a balance in funding allotted among the three designated purposes of the Children's Initiative. This recommended allocation shall not require the Allocation Committee to fund any programs that fail to otherwise meet all of the funding criteria established by the Allocation Committee. The plan will identify specific grant recipients for providing those services. The grants will be awarded by the City.
- 7.3 The Allocation Committee will work with the Commission to facilitate integration and alignment of the Allocation Committee's recommended plan with the local coordinated comprehensive plan prepared by the Commission under ORS 417.775(4), the Multnomah County Board of County Commissioner's adopted Early Childhood Framework and the School Aged Policy Framework.
- 7.4 The County Board will review the Allocation Committee's plan. The County Board will rely upon its expertise and experience in children's policy and administration, as well as on the County's established Children's Services Frameworks to provide advice

and counsel to City Council regarding the plan's funding recommendations.

- 7.5 The plan will be submitted to the City Council for approval. City Council will be guided by the funding criteria established by the Allocation Committee as well as the County Board's recommendations and its Children's Services Frameworks in reaching its decision regarding the funding plan.

- 7.5.1 If the City Council does not approve the entire plan, the plan will be remanded to the Allocation Committee. The Allocation Committee will consider modifying the plan, with recommendations by the County Board and resubmit it to the City Council.

- 7.6 If the entire resubmitted plan is not approved by the City Council, the City Council will adopt a plan and notify the Allocation Committee.
- 7.7 The City and County agree to evaluate the effectiveness of this agreement before the commencement of the second funding cycle. This agreement may be amended in writing to reflect any changes to this agreement as a result of that evaluation.
- 7.8 After the completion of two funding cycles, the Allocation Committee will evaluate, with assistance from the City Auditor, the process outlined in this agreement to assess whether it is working effectively. Any proposed changes to the process will be made through amendment to this agreement.
- 7.9 Grantees will be selected through a process that substantially complies with the City's contracting rules. The grants recommended by the Allocation Committee will be submitted to the City for approval.

8. Expenditure principles

- 8.1 The Levy was established for specific limited purposes. The proceeds of the Levy may only be spent for those purposes.
- 8.2 It is the City's ultimate obligation to ensure that the Levy proceeds are property spent.
- 8.3 Designated Purposes are defined as follows:

- 8.3.1 Early childhood programs means programs that increase the number of children arriving at school healthy and developmentally ready to learn and that increase access to affordable, quality childcare.
- 8.3.2 Child abuse prevention means programs that reduce incidents of child abuse, neglect, and family violence.
- 8.3.3 After school and mentoring programs means programs that serve more children with quality after-school or mentoring activities linked to educational and social development.
- 8.4 The goals of the Levy are to:
 - 8.4.1 Increase the number of children entering school ready to learn.
 - 8.4.2 Increase the number of children who are reading at grade level by third grade.
 - 8.4.3 Increase access to quality, affordable childcare for preschool children.
 - 8.4.4 Reduce juvenile crime and the number of children who are crime victims.
 - 8.4.5 Help children grow up free of abuse and neglect.
 - 8.4.6 Increase the number of students successfully completing high school.
 - 8.4.7 Increase the number of students enrolled in public schools in Portland.
- 8.5 Funding criteria will be designed to make investments only in programs that are proven to provide long-term measurable results to the community. Funded programs must:
 - 8.5.1 Apply proven, research-based practices.
 - 8.5.2 Serve additional children and families not currently being served by existing programs.
 - 8.5.3 Maintain rigorous quality standards.
 - 8.5.4 Focus on prevention and early intervention.
- 8.6 Investments will be coordinated with other service providers in order to avoid duplication and provide a continuum of services.

- 8.7 Because the Levy is paid by City of Portland taxpayers, programs will be funded only within the City of Portland.
- 8.8 The Allocation Committee will develop detailed standards funding programs based on best practices in the field.
- 8.9 The parties will meet annually to allocate the administrative expenses for the coming year and insure they do not exceed the 5% limit. If they are unable to reach agreement, the allocation of administrative expenses will be made by the Allocation Committee.

9. Termination and Remedies

- 9.1 Either party may terminate this agreement on 60-days written notice to the other party.
- 9.2 The County will have the right to terminate this agreement immediately if an audit indicates that City has expended funds outside the limitations of the Levy requirements.
- 9.3 Termination will not affect the right of City to receive payment for contract services already performed, unless those expenditures were unauthorized under the Levy requirements.

- 10. **Dispute resolution.** The parties agree that they will attempt to resolve any disputes arising under this agreement by first submitting those disputes to one representative from the City Council selected by the Mayor and one representative from the County Board, selected by the County Chair. If the City and County representatives are unable to resolve the dispute, it will be submitted to mediation. If the dispute is not resolved through mediation within 30 days after submission, either party may pursue such other legal redress as is available.

11. General Provisions

- 11.1 **Non-Discrimination.** In carrying out activities under this agreement, City shall not discriminate against any person or entity because of race, color, religion, sex, age, handicap, familial status, sexual orientation, or national origin. City shall comply with the equal employment and non-discrimination requirements of the Portland City Code Section 3.100.005 (City

Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.

- 11.2 Indemnification. County will hold harmless, defend and indemnify, to the extent permitted by Oregon law, 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 County's work under this agreement. The City will hold harmless, defend and indemnify, to the extent permitted by Oregon law, 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 work or any grantee's work under this agreement.
- 11.3 Insurance. The City in granting funds is not an employer of the recipients to whom funds are provided. However, the City shall ensure to the best of its ability that its grantees have Workers Compensation insurance in place for their subject workers.
- 11.4 Volunteer Status. Allocation Committee members are unpaid volunteers. Allocation Committee members who are not otherwise City or County employees will not, by virtue of Committee membership, be or become City or County employees, and shall not be eligible because of Committee membership for any benefits through the City or County, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- 11.5 Reporting Requirements. City will report on its activities in a format and by such times as prescribed by the County. Unless otherwise notified by the County, City shall make quarterly reports of its activities under this agreement, including the status of Allocation Committee activities and grants. City will make oral presentations to the County Board as requested by the County.
- 11.6 Oregon Law and Forum. This agreement shall be construed according to the law of the State of Oregon. Any litigation between the City and County arising under this agreement or out of work performed under this agreement shall occur, if in

the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

11.7 Compliance with Laws. In connection with its activities under this agreement, City will comply with all applicable federal, state, and local laws and regulations.

11.8 No Waiver. The failure of either party to object to any breach of this agreement will not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this agreement.


11.9 Amendment or modification. This agreement may be modified or amended only by a written document signed by each party.

11.10 Integration. This agreement contains the entire agreement between the City and County and supercedes all prior written or oral discussions or agreements regarding the Levy.

CITY OF PORTLAND

MULTNOMAH COUNTY OREGON

By: _____

By: 

Diane M. Linn, Multnomah County Chair

Date: _____

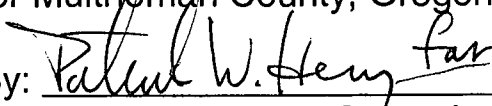
Date: 8-28-03

Portland City Attorney

REVIEWED

Agnes Sowle, County Attorney
for Multnomah County, Oregon

By: _____

By:  8/19/03
Scott Asphaug, Deputy County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 082803
DEB BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: R-3

Est. Start Time: 10:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: 10 mins

Department: Non-Departmental

Division: Commissioner District 1

Contact/s: David Martinez

Phone: (503) 988-6796

Ext.: 86796

I/O Address: 503/600

Presenters: Commissioner Maria Rojo de Steffey, Theresa Sullivan

Agenda Title: Second Reading and Possible Adoption of an ORDINANCE Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Approve first reading of Ordinance amending MCC §§ 9.630 and 9.620 relating to County Employee Combined Charitable Giving Campaign.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
Amendment to County Employee Combined Charitable Giving Campaign increase the number of participating umbrella organizations from seven to ten.
3. **Explain the fiscal impact (current year and ongoing).**
None

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

None.

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

None.

Required Signatures:

Department/Agency Director: Maria Rojo de Steffey **Date:** August 6, 2003

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

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

Multnomah County Ordains as follows:

Section 1. MCC § 9.630 is amended as follows:

§ 9.630 Certification Criteria.

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

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

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

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

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

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

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

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1016

Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

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

Multnomah County Ordains as follows:

Section 1. MCC § 9.630 is amended as follows:

§ 9.630 Certification Criteria.

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

- (1) The fund or federation is qualified as exempt under section 501(c)(3) of the Internal Revenue Code;
- (2) The fund or federation disburses funds to at least ten charitable organizations that are qualified as exempt under section 501(c)(3) of the Internal Revenue Code;
- (3) A fund or federation with an international, national, or regional focus must assign a local representative to be available as needed to meet the requirements of this subchapter and the Council's guidelines;
- (4) The fund or federation has a written policy of nondiscrimination regarding race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income. This policy must be applicable to the staff and board of directors of the fund or federation. The Fund or Federation must also verify in writing that all its member agencies do not discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income.
- (5) The fund or federation has made the filings required by the Charitable Trust and Corporation Act and the Oregon Charitable Solicitation Act and has not been found to be guilty of a violation of either act by a court of competent jurisdiction during the 12 months preceding its application for certification;
- (6) The fund or federation has an unpaid board of directors;
- (7) The fund or federation has been incorporated no less than one year prior to the date of application for certification as a fund or federation;

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

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

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

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

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

Section 2. The amendments in Section 1 apply to the certification period beginning January 1, 2004.

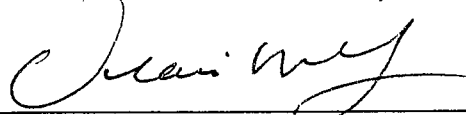
FIRST READING:

August 14, 2003

SECOND READING AND ADOPTION:

August 28, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Kathryn A. Short, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: R-4

Est. Start Time: 10:35 AM

Date Submitted: 08/11/03

Requested Date: August 28, 2003

Time Requested: 15 minutes

Department: DCHS

Division: DV

Contact/s: Annie Neal, Chiquita Rollins

Phone: 503-988-4113, 988-4112 **Ext.:** 84113

I/O Address: 166/7

Presenters: Chiquita Rollins

Agenda Title: NOTICE OF INTENT to Apply for Edward Byrne Funding for the Development of a Regional Centralized Information and Referral Line (Reapplication)

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Multnomah County Department of County Human Services (DCHS) is requesting approval to apply for funds under the Oregon State Police Force Domestic and Family Violence Prevention Programs (Byrne Memorial Funds) for a redesign of the regional domestic violence crisis line and information and referral system. This application will provide funding for the 3rd year in a 4-year grant project.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
The proposed project would be for the third year of four-year project. The first year of this project included an analysis of regional needs for a centralized services access point, research on state-of-the-art information and referral and access lines and technology, and a design of a more efficient centralized domestic violence referral line. The second phase began implementation and

development of a more detailed plan, including installation of specific I&R database and hardware required, update of phone system technology at Portland Women's Crisis Line (PWCL), development of staffing and expertise at PWCL, analysis of how this specialized line fits within the proposed 211 response, and implementation of some aspects of the plan in terms of call handling at PWCL.

Funding for year 3 will support continuation of implement of the plan with full implementation completed of the design by the 3rd quarter, and design of the evaluation plan for the 4th year. The grant will continue to fund crisis line services at PWCL, training for 211 certification for staff, .25 FTE evaluator and .5 FTE Coordinator at DCHS.

This project continues to be supported by the Family Violence Coordinating Council, by PWCL, Portland Police Bureau and by the other community-based victim services programs as an important element in their system of response.

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

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?** Oregon State Police
- ❖ **Specify grant requirements and goals.**

This application falls under the category of programs that address gaps in services related to intimate partner abuse identified in the 1998 Oregon Domestic Violence Needs Assessment (ODVNA), required by Oregon State Police.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
We are requesting \$110,000 to fund part-time Project Coordinator and Evaluator, contracted staffing for the PWCL crisis line, training, travel and technology upgrades.
- ❖ **What are the estimated filing timelines?** August 29, 2003
- ❖ **If a grant, what period does the grant cover?** October 1, 2003 through September 30, 2004.
- ❖ **When the grant expires, what are funding plans?** When the project is complete, responsibility for monitoring PWCL contract and on-going implementation and evaluation of their services will be incorporated into the existing contract monitoring staffing and resources. Approximately \$40,000 in funding for PWCL is derived from this grant. On-going funding to replace this will be sought.
- ❖ **How will the county indirect and departmental overhead costs be covered?** The grant will pay a portion of staff space, phones, and other Materials and Supplies. It does not cover indirect costs or supervision costs.

4. Explain any legal and/or policy issues.
None

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

The primary partner in this project is PWCL. In addition, the Domestic Violence Coordinator's Office has worked closely with five domestic violence shelters to assure a well-coordinated hand-off and system of response. The Family Violence Coordinating Council will continue to monitor the project. During the first year, we sought input from a variety of community partners and survivors in assessing the current system's gaps and strengths.

Required Signatures:

Department/Agency Director: *Patricia K. Pate* Date: 08/11/03

Budget Analyst

By: *Michael D. Jaspin* Date: 08/11/03

Dept/Countywide HR

By: Date:

2003-2004 Goals & Objectives for Byrne Grant Centralized Domestic Violence Information, Referral & Crisis Line

Project Goal: to develop a centralized information, referral and crisis line system for the Tri-County region that:

- Improves victim/survivor access to existing services
- Serves as a resource for professionals involved in domestic violence intervention
- Reduces duplication and inefficiency in the current victim services system

Objectives: 2003-2004 objectives and activities will focus on full implementation of the model developed and initiated over the previous two grant years.

Formalization of Interagency Agreements: Successful implementation of the redesign plan will require significant agreement among the existing eight domestic violence crisis lines and other victim service agencies regarding call handling procedures, referrals, and information-sharing. Development of protocols, interagency agreements and problem-solving mechanisms will assure that all significant providers will participate in the implementation of this line, that victims/survivors will not “fall through the cracks,” and that there will be a consistent response from these stakeholders.

Implementation of Centralized Services: Protocols for centralized pre-screening for shelter services will be completed and implemented in this grant year. PWCL will be providing the after-hours (8:00pm-8:00am) crisis line response for Volunteers of America Family Center by the beginning of this grant year. PWCL’s capacity and effectiveness in this role will be evaluated, and a plan will be submitted to the state Department of Human Services for approval (which requires its contractors to provide 24-hour crisis lines), prior to PWCL assuming the after-hours crisis line response for other domestic violence victim services.

Staff Skill Development: PWCL will participate in developing and implementing a staff skill development plan that includes professional information, referral and assessment skills; advanced advocacy skills; and advanced trainings on policies, procedures and practices across the domestic violence intervention system.

Information & Referral Database: PWCL will be responsible for managing the domestic violence information and referral database, including regular updates and reviews of existing information, ongoing research for new resources using

standardized inclusion/ exclusion criteria, and periodic distribution of the updated database to partner agencies.

Collaboration with 211: Project staff and PWCL staff will actively participate in planning for the regional 211 service, a general social services information & referral line scheduled to begin operations in February 2004. Clarifying the roles and relationships among 211 and specialized lines (domestic violence, Mental Health Crisis Line, and Senior & Disability Services Helpline) is a priority. Additional collaboration with 211 will include developing interagency agreements about cross-referrals and I&R resource data-sharing.

Evaluation Activities: Evaluation activities will include implementation evaluation to assess progress on implementation compared to the planned activities. Additional evaluation activities will include testing data collection methods and systems, including development of system functioning reports. At the end of this program year, a design and tools will be in place for follow-up outcome evaluation to compare to initial baseline surveys and system functioning gathered in the first year of the grant.

Additional Funding: Additional funding opportunities will be sought, with a priority being additional funding for crisis line staffing. Other priorities include an assessment of the feasibility of establishing a Wide-Area-Network for domestic violence agencies and public awareness campaign about domestic violence and how to access help.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: R-5

Est. Start Time: 10:40 AM

Date Submitted: 08/18/03

Requested Date: August 28, 2003

Time Requested: 10 minutes

Department: OSCP

Division: OSCP

Contact/s: HC Tupper

Phone: 503/988-3114

Ext.: 83114

I/O Address: 166/200

Presenters: HC Tupper

Agenda Title: RESOLUTION Consenting to the Transfer of Real Property from Housing Authority of Portland to Cascadia Behavioral Healthcare for Low Income Housing Purposes

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Office of School and Community Partnerships has received a joint request from the Housing Authority of Portland (HAP) and Cascadia Behavioral HealthCare, Inc. (Cascadia) for the County to consent to the transfer of property deeded to HAP under the auspices of the Affordable Housing Development Program. Our office is recommending that the Board consent to the transfer of the property to Cascadia and authorize our Office to prepare the documents to effectuate such a transfer. A draft resolution approving the transfer is attached for your consideration.

2. Please provide sufficient background information for the Board and the public to understand this issue.

On January 9, 2002 the County transferred a 4290 square foot property, located at the former 5305 NE 11th Avenue in Portland, to the Housing Authority of Portland under the procedures of the Affordable Housing Development Program. The County took

back a trust deed from HAP securing performance and debt under a note in the amount of \$15,790.58. HAP also executed a sale and development agreement and regulatory agreement, acting as covenants and restrictions running with the land, committing the property to low income rental use for a period of sixty years from the date of transfer.

HAP proposed to build 4 – one bedroom units on the site. The site zoning is R1ah which permits the number of proposed units. HAP proposes to rent the units to very low income people (30-50%AMI) in recovery from alcoholism or drug dependency. Tenants would be either low-income employed people or disabled people with federal entitlement income. Each unit would be private and functional apartment. Architectural style will complement adjacent residential buildings.

Through its own competitive RFP process, HAP chose Cascadia to lease the constructed building and provide services at the site. HAP and Cascadia then jointly applied to the State Housing and Community Services Division and the Portland Development Commission to finance the project and were awarded funding reservations. As a public body, HAP is subject to the State Bureau of Labor and Industries (BOLI) wage monitoring on all its housing development projects. After receiving the project funding awards the BOLI wage rates increased significantly. After going out to bid for the project it became clear to HAP that it would not be cost effective for them to develop the project. Cascadia, as a private non-profit developer, is not subject to the BOLI wage rates and should be able to construct the building at a more affordable cost.

HAP is requesting that the County consent to transferring ownership and the development obligations on this site to Cascadia. Cascadia desires to take ownership of the property and agrees to assume the development and affordability requirements of the existing AHDP documents. Both HAP and Cascadia have contacted the State and PDC to request transfer of their development funding reservations from HAP to Cascadia. Both PDC and the State have tentatively agreed to change their funding reservations subject to the County consenting to the conveyance of the property from HAP to Cascadia. Letters from HAP and Cascadia requesting the County's consent to the proposed transfer are included with this memorandum.

Housing opportunity for people in recovery from addiction and/or mental illness is scant. Cascadia is a proven developer, owner and service provider to people with special needs. One of the County's important functions is to provide effective services to people with disabilities. Consenting to this transfer request will utilize the talents of an experienced agency and produce four acutely needed units for some of our most underserved citizens.

Our office is requesting a waiver of the customary review period in order to place this matter before the Board of Commissioners on August 28th. The tentative funding reservations given to Cascadia by the State of Oregon and PDC are subject to a quick resolution of the property conveyance from HAP. Construction could begin next month if the transfer is completed.

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

Should the County consent to the proposed transfer the debt as evidenced by the promissory note would continue to be secured by the trust deed recorded against the property. No other financial impacts are apparent.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

If the proposed transfer is approved, the County would release HAP from its obligations under the County's AHDP loan documents, HAP would assign its interest in the property to Cascadia and Cascadia would assume the existing obligations as stipulated in the loan documents. These actions can occur simultaneously in a Novation Agreement that sets forth the terms of the required assignment, assumption and release between the parties. We have previously worked with Matt Ryan of the County Attorney's office to write simple Novation Agreements to affect similar outcomes for properties that the County supported with federal CDBG funding.

Alternatively, should the Board find that the transfer to Cascadia is not in the best public interest, the County could take back the property from HAP and dispose of it according to County Ordinance.

The need for affordable housing especially for people with special needs, continues to outstrip the supply in Multnomah County. The Portland, Gresham and Multnomah County endorsed Consolidated Plan for the implementation of housing policy sets rental housing for very low income people with special needs as its first priority. The County Behavioral Health and Community Corrections programs concur that the availability of housing for persons with mental disabilities is a critical problem.

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

Siting housing for people with disabilities is a sensitive neighborhood issue. Providing fair access for persons with disabilities is not only an important goal of our Office and the County but is the law. As the project was a joint effort, HAP and Cascadia collaborated on the community notification effort. HAP mailed letters to adjacent property owners generally describing the project and pledging to be an open and responsive neighbor. Cascadia mailed a notice with a fact sheet about the project and advertised and held a meeting about the proposal at the King neighborhood facility in March of 2003. Cascadia tried to notify neighbors of its development intentions while protecting the privacy and rights of its prospective tenants. A copy of the fact sheet distributed by Cascadia is included with this memo.

This consent to transfer matter will be heard in a public meeting before the Board as was the original transfer to the HAP.

As previously stated, project financing for the site will be provided by the State of Oregon and the Portland Development Commission.

Please feel free to contact HC Tupper X83114 from the Office of School and Community Partnerships should you wish to discuss this material.

Required Signatures:

Department/Agency Director:



Date: August 13, 2003

Budget Analyst

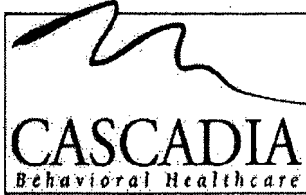
By: _____

Date:

Dept/Countywide HR

By: _____

Date:



August 8, 2003

HC Tupper
Multnomah County
Office of Community Programs and Partnerships
421 SW 6th Ave., Suite 200
Portland, OR 97204

RE: former 5305 NE 11th Ave.

Dear Mr. Tupper:

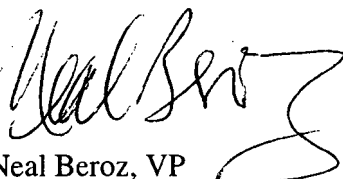
This memo is to confirm that Cascadia Behavioral Healthcare, Inc. is interested in assuming the ownership of the above captioned property in order to develop and manage it as housing for very low income persons having special needs.

As you know, the Housing Authority of Portland (HAP), in partnership with Cascadia, applied for and was awarded this parcel in order to construct four units of alcohol and drug free housing for persons in recovery from addictions and/or mental illness. It was the intent of HAP to master lease the completed development to Cascadia to serve this population. Subsequent to being awarded the property, HAP found it necessary to focus its efforts elsewhere and asked Cascadia if it would consent to raising the additional funds required to go forward and to developing and owning the property.

Cascadia welcomes the opportunity to go forward with this project. Cascadia will develop the property essentially as proposed to the County by HAP. The required additional funds have been secured and we are on target for a September 2003 construction start. We believe that we have the capacity to be sole developer of this project and hope that our track record as a developer, operator, and owner of special needs housing will induce you to recommend to the Board of County Commissioners that this property be assigned to Cascadia in lieu of the Housing Authority.

Thank you for your consideration.

Sincerely,


Neal Beroz, VP
Housing Services



DEVELOPMENT AND
ASSET MANAGEMENT

HOUSING AUTHORITY
OF PORTLAND

135 S.W. Ash Street
Portland, OR 97204

Tel 503.802.8555
Fax 503.802.8579
TTY 503.802.8554

www.hapdx.org



July 1, 2003

H.C. Tupper
Multnomah County
Division of Community Programs and Partnerships
421 S.W. Sixth Avenue, Suite 200
Portland, OR 97204

FAXED

RE: Former 5305 N.E. 11th Avenue

Dear HC:

The Housing Authority of Portland (HAP) seeks formal approval by the Multnomah County Commission to transfer the property located at former 5305 N.E. 11th Avenue; legal description: Lot 8, Block 2 CAESAR PARK to Cascadia Behavioral Health Care.

The Housing Authority originally planned to develop the property with four units of housing and master lease to Cascadia. As you know, HAP as public entity is subject to the Bureau of Labor and Industries (BOLI) wage monitoring on all of its housing development projects. During our efforts to fund the N.E. 11th Avenue development, wage rates increased significantly, therefore, causing the cost of construction to increase. After weighing several options, it was determined that with this spike in the BOLI rates, the project is no longer feasible for HAP to develop.

This project now has all of the funding necessary to build it after the burden of wage monitoring has been lifted. Since Cascadia is a private non-profit, they are not subject to BOLI wage monitoring and HAP would like to transfer ownership and all of its funding reservations to them.

Cascadia is anxious to get started on construction of this project; therefore, we would appreciate an accelerated approval of this request. I understand you are going on vacation at the end of this week and we were wondering if one of your colleagues could expedite this process. Please let Arsinoe Speliotopoulos 503-802-8504 or Victor Smeltz 503-802-8506 know.

Thank you.

Sincerely,

Tom Peters
Development Finance Coordinator



11th and Emerson Fourplex

Project Owner: Housing
Authority of Portland

Property Manager and Program
Operator: Cascadia Behavioral
Healthcare, Inc., an Oregon non-
profit corporation.

Number of Units/Description of
Structure: Four two-story, one-
bedroom rental units. Each unit
will have a loft bedroom, a
bathroom, kitchen, and
living/dining room, utility room,
and outdoor storage room.

Location: 11th and Emerson,
Portland.

Tenants: The rental units will
provide housing for low-income
households who are recovering
from alcohol and other drug
abuse. The recovering tenants
will be Cascadia clients. All units
will be operated as alcohol and
drug free housing under the
Oregon Residential Landlord and
Tenant Act. We anticipate that up
to two individuals will live in each
unit. All units will provide
permanent, not transitional,
housing.

Tenant Screening: Prospective
tenants are identified by their
Counselors and are referred to the
Cascadia Addictions Services
Housing Coordinator. The
Housing Coordinator screens the
prospective tenants for housing
readiness (clean and sober time,
basic living skills, symptom
management, behavior issues,
etc.) and helps the applicant
determine whether they can be a
successful tenant with the
services available to the 11th and
Emerson Fourplex. If the
Coordinator and applicant agree
they can be a successful tenant,
the referral is passed on to
Cascadia's Occupancy Specialist.
The Occupancy Specialist will
determine eligibility through
income verification, criminal
records check, verification of
treatment participation, etc. and
will decide whether to rent to the
prospective tenant. Units at 11th
and Emerson will not be rented to
persons convicted of sex crimes.

Staffing/Services On-Site: A site
coordinator will manage the
project. Each tenant will have a
Case Coordinator or Counselor
and will be served by visiting
Addictions Services staff as
determined by their recovery plan.
Tenants may get help with money
management, daily living skills,
recovery issues, and recreation as
needed. The Case Coordinator

also monitors abstinence and adherence to a plan of recovery. If a tenant tests positive for alcohol or drug use, possesses alcohol or drugs, or stops following his or her recovery plan, the Alcohol and Drug Free Housing provisions of Residential Landlord Tenant Law allow the site coordinator to insist on compliance or to proceed with an expedited eviction process.

Services Off-Site: Each tenant will have access to the following Cascadia services: 24 hour emergency on-call; psychiatric services; medication management; socialization groups; case management; health care; recreation; recovery, and vocational services. The majority of support services will occur off-site.

Construction Schedule:
Construction of the building will commence in August 2002. Completion is anticipated in January 2003.

Land Use: This property is zoned for multi-family housing, allowing for up to four units. The proposed use is allowed in residential zones in the City of Portland.

For Additional Information on the 11th and Emerson Fourplex contact:

Arsinoe Speliotopoulos
Housing Authority of Portland
135 SW Ash
Portland, OR 97204
503-802-8579

Rose Mary Ojeda
Director, Housing Development
Cascadia Behavioral Healthcare, Inc.
2130 SW Fifth Ave.
Portland, OR 97201
503-238-0769, X 173

Paul Potter
Addictions Services
Cascadia Behavioral Healthcare, Inc.
2130 SW Fifth Ave.
Portland, OR 97201
503-230-0769, X 132

Neal Beroz
VP, Housing Services
Cascadia Behavioral Healthcare, Inc.
2130 SW Fifth Ave.
Portland, OR 97201
503-238-0769, X 125

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Consenting To The Transfer Of Real Property From Housing Authority Of Portland To Cascadia Behavioral Healthcare For Low Income Housing Purposes

The Multnomah County Board of Commissioners Finds:

- a. The real property known as: Lot 8, Block 2, Caesar Park, in the City of Portland, County of Multnomah and State of Oregon (Property) was transferred to the Housing Authority of Portland (HAP) on January 9, 2002 under the procedures set forth in Ordinance #968 and the Multnomah County Affordable Housing Development Program (AHDP).
- b. HAP has represented to the County it cannot develop the property as provided in its AHDP application in an economic and cost effective manner and therefore seeks the County's consent to convey the property to another eligible qualified entity for low income housing purposes and for HAP to be released from its obligations to the County.
- c. Cascadia Behavioral Healthcare desires to acquire the subject property and to develop it for low-income rental housing and for the provision of other services to the prospective special needs tenants at the location.
- d. Cascadia Behavioral Healthcare has agreed to assume the obligations set forth in the AHDP Sale and Development Agreement, Regulatory Agreement, Promissory Note and Trust Deed (Loan Documents) originally executed by the HAP on January 9, 2003 and recorded as Fee Number 2002008384 in the Multnomah County Deed Records.
- e. Cascadia Behavioral Healthcare has further agreed to provide low income housing to individuals with special needs for a period of sixty years.

The Multnomah County Board of Commissioners Resolves:

1. Subject to Cascadia Behavioral Healthcare's assumption of all obligations, conditions, terms and conditions originally agreed to by the Housing Authority of Portland as provided in the above discussed AHDP Loan Documents and further to Cascadia Behavioral Healthcare's commitment to provide low income housing for the a period of sixty (60) years, Multnomah County consents to the proposed transfer of all right title and interest in the above described real property from HAP to Cascadia Behavioral Healthcare.

2. The Chair is hereby authorized to execute all necessary documentation to facilitate Cascadia Behavioral Healthcare's acquisition of the above described property from the Housing Authority of Portland, provided Cascadia Behavioral Health complies with the terms and conditions required under Resolve Clause No.1.
3. The County shall not be responsible for any cost, expense, liability or other obligation with respect to this transfer.

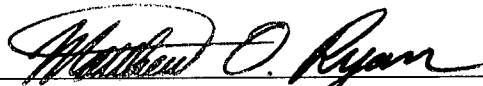
ADOPTED this 28th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 28, 2003

Agenda Item #: R-6

Est. Start Time: 10:45 AM

Date Submitted: 08/19/03

Requested Date: August 28, 2003

Time Requested: 5 minutes

Department: DBCS

Division: FM

Contact/s: Greg Herlean

Phone: 503-988-4216

Ext.: 84216

I/O Address: 274/FM

Presenters: Greg Herlean

Agenda Title: RESOLUTION Approving Real Property Lease with Mt. Hood Community College Head Start, Leasing Surplus County Property at 10317 E. Burnside Street, Portland, and Authorizing County Chair to Execute Appropriate Documents to Complete Said Lease

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Business and Community Services **requests this Resolution be considered under an "expedited process" and allow an exception to the normal Agenda Placement Request timeline.** An exception is requested because: 1) the process for preparing and negotiating this lease has been extensive; 2) the date of the Mt. Hood Head Start program for possession and obligations under the lease were to commence on August 1, 2003; 3) improvements specific to this tenant's space have been completed and the lease provides for the tenant to reimburse the County \$207,000 toward the cost of the work done.

This Agenda Placement Request, the Resolution, and the prepared Lease are being submitted to the Agenda Review Team via e-mail requesting an exception to the normal Agenda Placement Request timeline and an expedited review process.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The County purchased the Gateway Children's Center property and renovated the building now known as the Services Building, primarily for child assessment and related services integrated with the receiving center program. This lease will facilitate delivery of some of these services and other related services by the Mt. Hood Community College Head Start program, chiefly for Community Placements program which has a large provider training component and utilization of classroom spaces for parent and child group programs available with childcare on site.

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

A 5 year lease to Mt. Hood Community College Head Start will provide lease revenues of \$29,232 in the first year and base rent may be increased annually commensurate with changes in the operating costs of the leased premises. Improvements and alterations to the space have been made part of the lease and Mt. Hood Community College Head Start will pay the County \$207,000.00 to be applied to the cost of the work done by the County. All alterations and improvements will remain after the lease has terminated. In this lease, Mt. Hood Community College Head Start will pay for O&M costs and property taxes related to its leased space.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

No Budget Modification is included or requested as part of this Resolution.

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

No Contingency Request is included as part of this Resolution.

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

No Grant application or notice of intent is included or anticipated as part of this Resolution.

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

Passage of this Resolution is necessary to provide a process for the Board to approve this real property lease agreement at this time and authorize the Chair to execute the lease now.

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

N/A

Required Signatures:



Department/Agency Director: _____

Date: 08/19/03

Budget Analyst: Karyne Dargan

Date: 08/19/03

Dept/Countywide HR: L. Shipley

Date: 08/19/03

BOGSTAD Deborah L

From: HERLEAN Gregory B
Sent: Monday, August 18, 2003 3:55 PM
To: DARGAN Karyne A
Cc: BOGSTAD Deborah L; #AGENDA REVIEW TEAM; THOMAS John S; RYAN Matthew O
Subject: FW: Agenda Placement Request Packet- MHCC Head Start lease at Gateway Receiving Center

Karen,

Please see my responses below. They correspond to your questions/comments below.

1. If MHCC's \$207,000 immediate payment for tenant improvements (TI) are amortized over the 5 year lease, they are actually paying a rate higher than other tenants. The County owns these TI's and has no payback liability in the event of an early termination by either party (also see paragraph 4 below).

Comparison of Rates

\$21.75	MHCC Rate (\$9.00 + \$12.75*)
\$20.00	Other GCC Tenants
\$16.75	Approximately Market Rate
\$ 9.00	MHCC Annual Payment per square foot
\$ 8.40	Full Recovery of O&M Expenses, approximately

*If amortized over its 5 year duration, this TI equates to \$12.75 per annual square foot [\$207,000 TI's / (5 yrs x 3,248 sq. ft.)) No other GCC tenant has offered to pay for their tenant improvements.

2. No, FPM is not subsidizing this. The O&M expense level of \$9 per annual square foot more than covers our actual operating and maintenance expenses. Additionally, FPM has this budgeted for FY04.

3. See #1 above.

4. Yes. For MHCC, paragraph 9.2 "Destruction". For County, Section 13 "Default". For both parties, 90 day notice for any reason, per paragraph 16.9, "Early Termination".

5. Yes.

Please call my cell, (503) 209.3209, if I can provide further assistance.

Thanks,

Gregory Herlean, CPCPM
Manager, Contracts & Procurement
Multnomah County
Facilities & Property Management

(503) 988-4216

-----Original Message-----

From: DARGAN Karyne A

Sent: Monday, August 18, 2003 1:40 PM

To: BOGSTAD Deborah L; CRAWFORD Debra D.; #AGENDA REVIEW TEAM

Cc: THOMAS John S; RYAN Matthew O; HERLEAN Gregory B; DEGREGORIO Jennifer

Subject: RE: Agenda Placement Request Packet- MHCC Head Start lease at Gateway Receiving Center

Budget concerns:

I'm not sure how this figures into the overall plan for the Gateway Center, which is our biggest concern. Here are some other thoughts:

- 1. Cost per sq ft = \$9 per year. How does this compare to other tenants?
- 2. County pays most of O&M costs (see page 7-8). Can FPM really do cover those costs?
- 3. How does this rate compare to market rate? \$9 is a good rate, I think.
- 4. Is there an out clause.
- 5. Note that the rate is tied to inflation. Is this standard?

K

-----Original Message-----

From: BOGSTAD Deborah L

Sent: Monday, August 18, 2003 12:12 PM

To: CRAWFORD Debra D.; #AGENDA REVIEW TEAM

Cc: THOMAS John S; RYAN Matthew O; HERLEAN Gregory B; DEGREGORIO Jennifer

Subject: RE: Agenda Placement Request Packet- MHCC Head Start lease at Gateway Receiving Center

Here are the electronic agenda placement documents with corrections to the APR, the Resolution and the lease:

<< File: APR_HeadStartCRClease.doc >> << File: LEASE_CRCHeadStart.doc >> << File: LEASE_CRCHeadStart-Exhibit A.tif >> << File: RES_HeadStartCRClease.doc >>

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Real Property Lease with Mt. Hood Community College Head Start, Leasing Surplus County Property at 10317 E. Burnside Street, Portland, and Authorizing County Chair to Execute Appropriate Documents to Complete Said Lease

The Multnomah County Board of Commissioners Finds:

- a. The County purchased the Gateway Children's Center property and renovated the building now known as the Services Building, primarily for child assessment and related services integrated with the receiving center program.
- b. The County is confronting difficult financial times and the County Board has been forced to make major reductions in budgets for County Departments and Programs.
- c. The Department of Business and Community Services has no plans to occupy this portion of the Services Building, and the Facilities and Property Management Division has not identified any other County agency or program which has stated an interest in occupying this facility.
- d. The Gateway Children's Center, known as Services Building #448, owned by Multnomah County, located at 10317 E. Burnside, Portland, Oregon, is not needed for any County purposes and is surplus.
- e. The Mt. Hood Community College Head Start (MHCC Head Start) has stated its commitment to lease 3,248 square feet of space from Multnomah County in the Gateway Children's Center campus.
- f. The County is interested in cooperating with the MHCC Head Start program at the Gateway Children's Center campus and it is in the public's interest to lease the space to MHCC Head Start for up to five years and to grant MHCC Head Start an option to renew the lease for an additional term of five (5) years.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into and execute a real property lease agreement between the MHCC Head Start and the County for 3,248 square feet of space in the Gateway Children's Center property.

2. The County Chair shall be, and is hereby, authorized to execute a lease agreement substantially in the form attached with MHCC Head Start in the Gateway Children's Center property.

ADOPTED this 28th day of August, 2003.

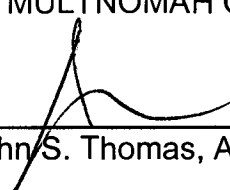
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



John S. Thomas, Assistant County Attorney

Exhibit A

Tenant Information

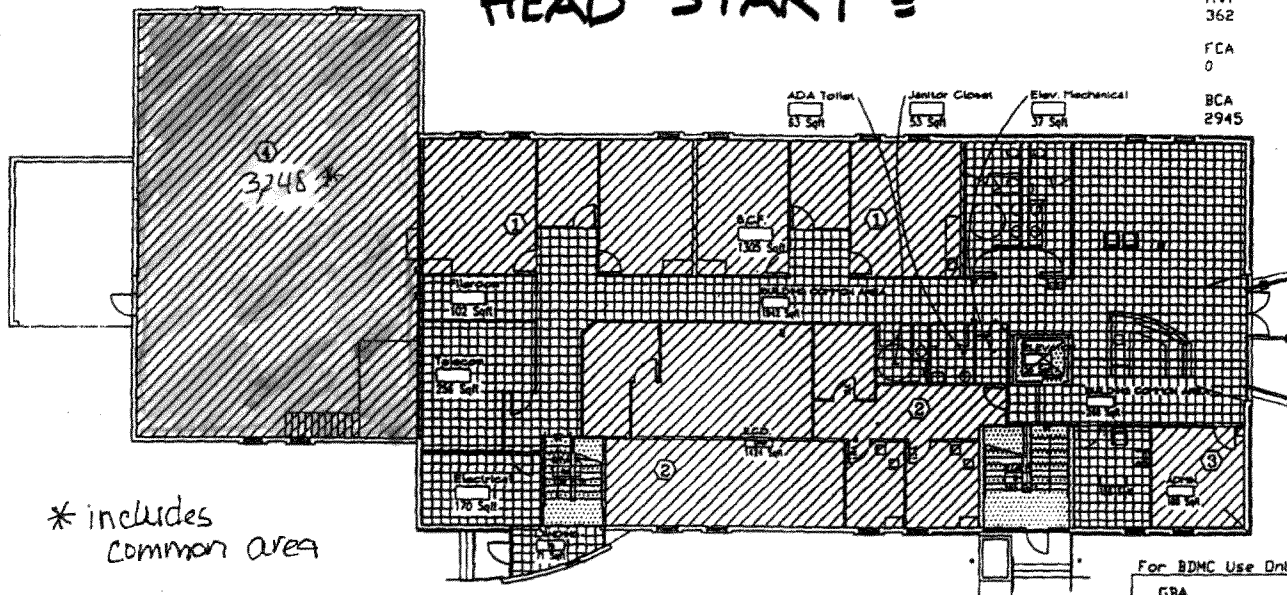
- ① Non-County Oregon Dept. Human Services
General Use
1305
- ② B448-Base
Vacant
General Use
1424
- ③ CRC Admin.
General Use
188 Sq. ft.
- ④ B448-Base
Head
Start

Children's Receiving Center #448
10317 E. Burnside Street
Portland, Oregon 97216

HEAD START =

Floor Information

GMA
8545
MVP
362
FCA
0
BCA
2945



Figures above represent occupied areas by tenant and do not reflect total building square footage. For example, the figures above do not include common areas. For further information contact Facility Services Manager.

August 2002
Esther Lugallo

First Floor

Measured by: Michael Khaligh
Date: 08 August 2002

For BDMC Use Only

GBA
8857

(B12 variance allowance)

Control #331

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-120

Approving Real Property Lease with Mt. Hood Community College Head Start, Leasing Surplus County Property at 10317 E. Burnside Street, Portland, and Authorizing County Chair to Execute Appropriate Documents to Complete Said Lease

The Multnomah County Board of Commissioners Finds:

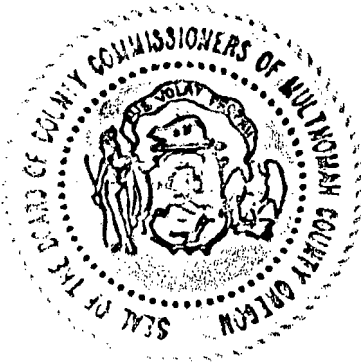
- a. The County purchased the Gateway Children's Center property and renovated the building now known as the Services Building, primarily for child assessment and related services integrated with the receiving center program.
- b. The County is confronting difficult financial times and the County Board has been forced to make major reductions in budgets for County Departments and Programs.
- c. The Department of Business and Community Services has no plans to occupy this portion of the Services Building, and the Facilities and Property Management Division has not identified any other County agency or program which has stated an interest in occupying this facility.
- d. The Gateway Children's Center, known as Services Building #448, owned by Multnomah County, located at 10317 E. Burnside, Portland, Oregon, is not needed for any County purposes and is surplus.
- e. The Mt. Hood Community College Head Start (MHCC Head Start) has stated its commitment to lease 3,248 square feet of space from Multnomah County in the Gateway Children's Center campus.
- f. The County is interested in cooperating with the MHCC Head Start program at the Gateway Children's Center campus and it is in the public's interest to lease the space to MHCC Head Start for up to five years and to grant MHCC Head Start an option to renew the lease for an additional term of five (5) years.

The Multnomah County Board of Commissioners Resolves:

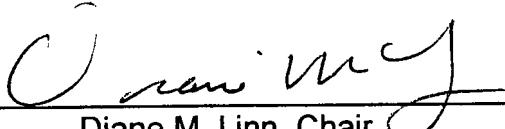
1. Multnomah County shall enter into and execute a real property lease agreement between the MHCC Head Start and the County for 3,248 square feet of space in the Gateway Children's Center property.

2. The County Chair shall be, and is hereby, authorized to execute a lease agreement substantially in the form attached with MHCC Head Start in the Gateway Children's Center property.

ADOPTED this 28th day of August, 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

LEASE

Date: August 28, 2003

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street 97227

And: Mt. Hood Community College Head Start ("Tenant")
10100 N.E. Prescott Street
Portland OR 97220

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately **3,248** square feet of space, as shown in Exhibit "A" of this Lease, in the building located at 10317 E. Burnside Street, Portland, Oregon.

Landlord shall operate and maintain a Common Area as shown on the attached Exhibit "A" for its intended purposes in such manner as Landlord's sole discretion shall deem appropriate and may from time to time change the size, location, nature and use of the Common Area and make installations thereon and remove same; provided unless required by law or due to some other reason outside the control of Landlord, Landlord agrees not to materially change the size, location, nature or use of the Common Area without the prior written consent of Tenant, such consent not to be unreasonably withheld or delayed. Tenant and Tenant's employees, agents, representatives and invitees shall have the non-exclusive right to use the Common Area as designated by Landlord, subject to such reasonable rules and regulations as Landlord may impose. Landlord may at any time temporarily close the Common Area to make repairs or changes and may do such other acts in and to the Common Area as in its judgment may be desirable.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence **August 28, 2003** and continue through **July 31, 2008** unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on **August 28, 2003**, or on such later date as the work to be performed by Landlord

pursuant to the Work Sheet, Exhibit "B" of this Lease, is substantially complete and the Premises are available for possession by Tenant if possession is not given on the opening day of the term. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this lease because of delay in delivery of possession except as hereinafter provided.

1.3 Renewal Option. If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of five (5) years, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than one hundred twenty (120) days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this Lease. Rent for a renewal term shall be the greater of (a) the monthly rental during the last month of the original term or (b) the monthly rental during the last month of the original term increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items and Major Group Figures for All Urban Consumers (1982-84 = 100). If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used. The percentage change shall be determined by comparison of the index figure for **August 2003 and July 2008**.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as **base rent the sum of \$2,436.00 per month**. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord. The rent will be adjusted on the annual anniversary date of this Lease based on the percentage increase in the yearly Consumer Price Index for U.S. City Average (Urban Consumer Portland), published by the United States Bureau of Labor Statistics of the United States Department of Labor. If

such index is no longer published the nearest comparable data on changes in the cost of living shall be used, provided the increase shall be subject to a minimum annual increase of 3% and a maximum annual increase of 5%.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for operation of Tenant's Head Start program for children and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant, its employees and clientele shall have the exclusive use of parking spaces in the parking lot at the structure in which the Premises are located. The number of spaces shall be negotiated at the time the parking area is striped and all spaces have been identified. Tenant agrees to abide by Parking Guidelines described in the attached Exhibit C.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing dead, damaged or diseased plant materials when Landlord

determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

5.2 Alterations Required. The improvements and alterations delineated on the work sheet attached to and made a part of this lease as Exhibit B shall be performed by the parties designated, at the expense of the parties as designated and within the time stated in the work sheet.

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Documentation. If Tenant is self-insured for liability, Tenant shall provide a letter to Landlord stating that fact and that Mt. Hood College Head Start (Tenant) will provide coverage to Multnomah County (Landlord).

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not

affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 Exemption from Real Property Taxes. Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation. If the leased premises become subject to a local property tax lien during the term of this lease and Tenant fails to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>X</u>	___
Sewer	<u>X</u>	___
Electricity	<u>X</u>	___
Gas	<u>X</u>	___
Trash Removal	<u>X</u>	___
Janitorial Service	<u>X</u>	___
Janitorial Supplies	<u>X</u>	___
Window Washing	<u>X</u>	___
Snow and Ice Removal	<u>X</u>	___

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably

possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties,

or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

10.3 Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements at the date of execution of the Lease for occupancy by Tenant, for the permitted uses under this Lease, and to the extent enforceable at the date of execution of this lease, meet the requirements of the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent

instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default. In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall

deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with

occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten

percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

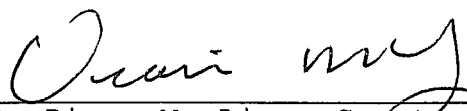
16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Early Termination. Landlord or Tenant may terminate this Lease for any reason with minimum ninety (90) day written notice to the other.

Landlord:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


By Diane M. Linn, County Chair

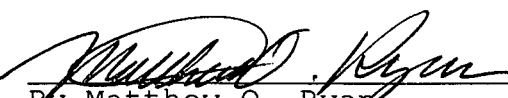
Tenant:

MT. HOOD COMMUNITY COLLEGE
HEAD START

By: _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON


By Matthew O. Ryan
Assistant County Attorney

Date 08.26.03

EXHIBIT A
Map of Children's Receiving Center
MHCC Head Start Space

(Available electronically as TIF file, hard copies to be provided with packet)

Exhibit A

Children's Receiving Center #448
10317 E. Burnside Street
Portland, Oregon 97216

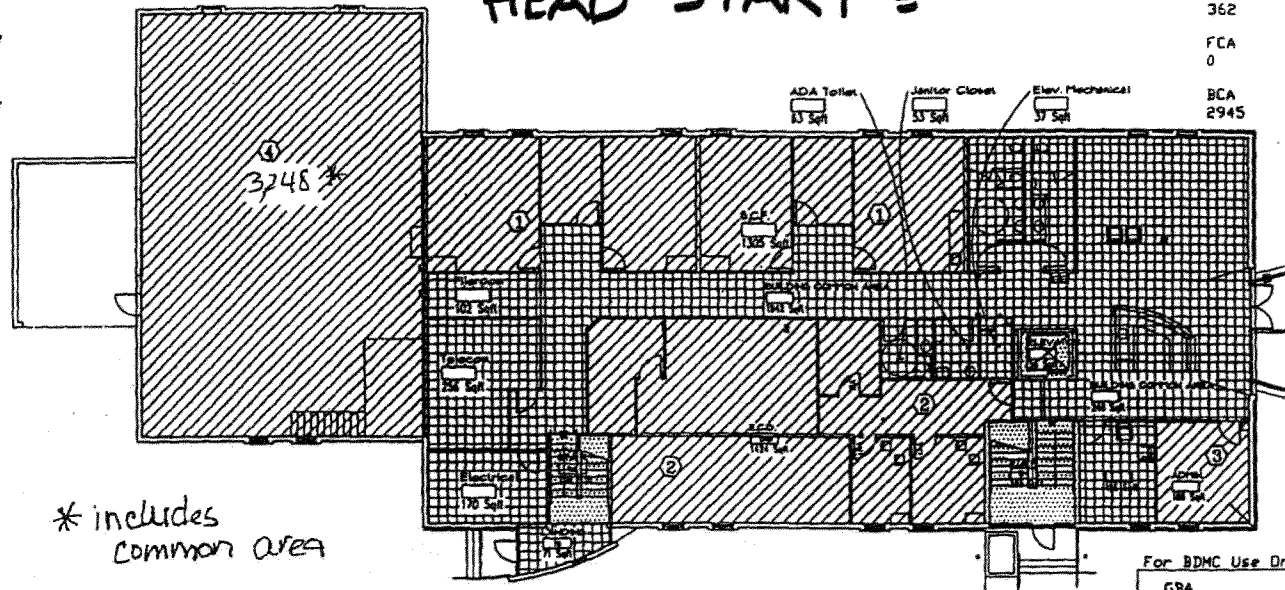
Tenant Information

- ① Non-County Oregon Dept. Human Services
General Use
1365
- ② B448-Base
Vacant
General Use
1424
- ③ CRC Admin.
General Use
188 Sq. ft.
- ④ B448-Base
Head
Start

Floor Information

GMA
8545
MVP
362
FCA
0
BCA
2945

HEAD START =



Figures above represent occupied areas by tenant and do not reflect total available square footage. For example, the figures above do not include common areas. For further information contact Facility Services Manager.

August 2002
Esther Lugalla

First Floor

Measured by: Michael Khaligh
Date: 08 August 2002

For BDMC Use Only

GBA
8837

(31% variance allowance)

Control #331

**EXHIBIT B
WORK SHEET**

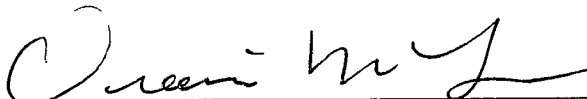
Attached to and made part of a lease dated _____,
between Multnomah County, Oregon, Landlord, and Mt. Hood
Community College Head Start, Tenant.

The work to be done on the Premises shall be commenced,
performed and completed promptly, subject only to delays caused
by factors not within the Landlord's reasonable control by the
Landlord. The work shall be performed according to a set of
construction drawings provided to the Tenant and agreed upon
between Landlord and Tenant. The signature of both Landlord and
Tenant on this page shall confirm that said construction drawings
have been approved by both parties prior to execution of this
Lease.

Tenant shall pay to Landlord, upon commencement of
construction, the sum of two hundred seven thousand dollars
(\$207,000.00), to be applied to the cost of the work to be done
by Landlord.

Tenant shall not be required upon termination of the lease
to remove the alterations and improvements effected by the above
work and to restore the premises to the condition that existed
before the work was done.

Landlord: Multnomah County, Oregon

By 
Diane M. Linn, County Chair

Tenant: Mt. Hood Community College Head Start

By _____

EXHIBIT C
Gateway Children's Campus
PARKING GUIDELINES

1. Twenty spaces will be reserved for visitors. Visitor spaces will be marked. Social Services building receptionist will provide visitor passes. Accommodation will be made for visitors with children to conveniently pick up passes.
2. Staff who must have a car due to a disability will get a space. There are four designated handicap spaces.
3. Staff who must have their own for work purposes will get a space; however, staff who can park-and-ride should, and employers who provide TriMet passes should expect employees to use them.
4. Publicly owned (government) vehicles will be identified as such.
5. Visitor spaces will be marked. All other spaces will be marked as reserved and numbered.
6. Employers should encourage staff to park on street (102nd or E. Burnside) whenever possible.
7. Itinerant staff who use the building occasionally will follow the same direction under #3. TriMet Park & Ride lots at Gateway or 122nd can be used for the brief commute to the Gateway Campus.
8. Remaining spaces will be allocated based on number of staff (e.g. Morrison Center has 10% of Campus staff, so would get 10% of remaining parking spaces).