

ANNOTATED MINUTES

Tuesday, March 28, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

Chair Beverly Stein convened the meeting at 1:41 p.m., with Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

- P-1 CU 2-95/HV 2-95 Review the March 3, 1995 Hearings Officer Decision DENYING Conditional Use Approval of a Single-Family Dwelling Not Related to Forest Management and Variances to Two Side Yard Setback Requirements on a 16.43 Acre Existing Parcel in the Commercial Forest Use Zoning District, for Property Located at 16200 NW McNAMEE ROAD

DECISION READ. APPEAL FILED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING BE SCHEDULED FOR TUESDAY, APRIL 25, 1995, WITH TESTIMONY LIMITED TO 20 MINUTES PER SIDE.

The planning meeting was adjourned at 1:42 p.m. and the work session convened at 1:46 p.m.

Tuesday, March 28, 1995 - 1:35 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

WORK SESSION

- WS-1 Stakeholders Work Session to Review and Edit the Technical Advisory Committee Draft Multnomah County Strategic Investment Policy (Tax Abatement Program).

Vice-Chair Sharron Kelley arrived at 1:55 p.m.

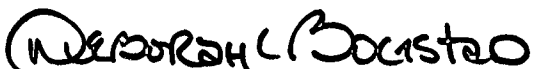
ARTY TROST FACILITATED SESSION ATTENDED BY STAKEHOLDERS BEVERLY STEIN, DON ROBERTSON, PAUL THALHOFER, GUSSIE McROBERT, TANYA COLLIER, GARY HANSEN, SHARRON KELLEY AND DAN SALTZMAN. COUNTY COUNSEL SANDRA DUFFY EXPLANATION OF CONSTITUTIONALITY AND CONFIDENTIALITY ISSUES AND RESPONSE TO

STAKEHOLDERS QUESTIONS, COMMENTS AND DISCUSSION. TECHNICAL COMMITTEE MEMBERS SHARON TIMKO, ROB FUSSELL, MARCY JACOBS, BOB ROBISON AND MICHAEL ODGEN PRESENTATION, EXPLANATION AND SUGGESTIONS IN RESPONSE TO STAKEHOLDERS QUESTIONS AND DISCUSSION CONCERNING PROPOSED OPTIONS A AND B. EXPERTS MARK CLEMONS, LISA NISENFELD, CAROLYN MORRISON AND MIKE SABA EXPLANATION IN RESPONSE TO STAKEHOLDERS QUESTIONS AND DISCUSSION. ECO NORTHWEST CONSULTANT CARL BATTEN EXPLANATION AND SUGGESTIONS IN RESPONSE TO STAKEHOLDERS QUESTIONS AND DISCUSSION. MAYOR McROBERT PRESENTED POLICY SUGGESTIONS AND CONCERNS OF FAIRVIEW MAYOR ROGER VONDERHARR. MR. ROBISON PRESENTED POLICY SUGGESTIONS AND CONCERNS OF PORTLAND COMMISSIONER GRETCHEN KAFOURY. BY MAJORITY CONSENSUS FOLLOWING DISCUSSION AND DELIBERATIONS, STAKEHOLDERS ACCEPTED, REJECTED, AMENDED AND REVISED VARIOUS SECTIONS OF THE 19 PAGE DRAFT POLICY AND DIRECTED TECHNICAL COMMITTEE TO PREPARE THE PROPOSED POLICY TO BE AVAILABLE THROUGH THE OFFICE OF THE BOARD CLERK BY 12:00 PM, THURSDAY, APRIL 6, 1995. CHAIR STEIN ANNOUNCED A PUBLIC HEARING ON THE PROPOSED STRATEGIC INVESTMENT PROGRAM POLICY IS SCHEDULED FOR 6:30 PM, TUESDAY, APRIL 11, 1995, AND A FIRST READING AND POSSIBLE ADOPTION OF THE ORDINANCE ADOPTING THE POLICY BY EMERGENCY CLAUSE IS SCHEDULED FOR 9:30 AM, THURSDAY, APRIL 13, 1995, WITH A POSSIBLE SECOND READING AND ADOPTION SCHEDULED FOR 9:30 AM, THURSDAY, APRIL 20, 1995, ALL TO BE HELD IN COMMISSIONERS' HEARING ROOM 602 OF THE MULTNOMAH COUNTY COURTHOUSE.

Mayor Gussie McRobert was excused at 5:50 p.m.

There being no further business, the meeting was adjourned at 6:00 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad

Thursday, March 30, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-9) WAS
UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Karen Burger-Kimber, Linda Ross and Heidi Soderberg to the MULTNOMAH COUNTY ANIMAL CONTROL ADVISORY COMMITTEE
- C-2 In the Matter of the Appointment of Joe Ferguson to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
- C-3 In the Matter of the Appointments of Robert H. Pung, Sr., Cora L. Smith and Stefan Stent to the COMMUNITY CORRECTIONS ADVISORY COMMITTEE
- C-4 In the Matter of the Appointments of Carol Bononno, Michael W. Glass, Ed Jones, Clarence Lankins and Rod Monroe to the DUII COMMUNITY ADVISORY BOARD

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 ORDER in the Matter of the Execution of Deed D951164 for Repurchase of Tax Acquired Property to the Former Owner Randall J. Borho and Joseph Kappers, as Trustees of the Fourbs Trust

ORDER 95-59.

DEPARTMENT OF HEALTH

- C-6 Ratification of Intergovernmental Agreement Contract 201865 Between the City of Portland and Multnomah County, Wherein the County's Bloodborne Pathogen Program Will Provide City Employees the Education, Training and HBV Vaccinations Required by Oregon OSHA, for the Period January 1, 1995 through December 31, 1997

COMMUNITY AND FAMILY SERVICES DIVISION

- C-7 Ratification of Intergovernmental Agreement Contract 104435 Between Multnomah County and the City of Troutdale, for Completion of Improvements to SE 4th Street, SE 2nd Street and SE Dora Street, Using Federal Community Development Block Grant Funds, for the Period August 1, 1994 through July 30, 1995
- C-8 Ratification of Intergovernmental Agreement Contract 104445 Between Multnomah County and the City of Fairview, for Completion of Fairview Avenue Sanitary Sewer Trunk Replacement, Fairview Creek Culvert Replacement (Linglebach and Arnold), Matney Street Culvert and Walnut Lane Culvert Replacement, Using Federal Community Development Block Grant Funds, for the Period October 1, 1994 through December 30, 1995
- C-9 Ratification of Intergovernmental Agreement Contract 104455 Between Multnomah County and Burlington Water District, for Completion of NW Harborton Drive, Branch Waterline Project, Using Federal Community Development Block Grant Funds, for the Period August 1, 1994 through July 30, 1995

REGULAR AGENDA

PUBLIC COMMENT

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

JOHN PRAGGASTIS AND TIM RAMIS DISCUSSED RESPONSE TO REQUEST FOR INFORMATION REGARDING EMS REQUEST FOR PROPOSALS ISSUE. BILL COLLINS, DR. GARY OXMAN AND LAURENCE KRESSEL RESPONSE TO TESTIMONY, BOARD QUESTIONS AND DISCUSSION.

COMMUNITY AND FAMILY SERVICES DIVISION

- R-2 Ratification of Intergovernmental Agreement Contract 104465 Between Multnomah County and Senior Job Center, for Continuation of Home Repairs for Low Income Elderly Using Federal Community Development Block Grant Funds, through June 30, 1996

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONER SALTZMAN ABSTAINING DUE TO HIS

**POSITION ON THE PORTLAND COMMUNITY COLLEGE
BOARD.**

DEPARTMENT OF HEALTH

- R-3 PROCLAMATION in the Matter of Proclaiming April 3 through 9, 1995 as PUBLIC HEALTH WEEK in Multnomah County

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. DR. OXMAN PRESENTATION. PROCLAMATION READ. PROCLAMATION 95-60 UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 PROCLAMATION in the Matter of Proclaiming April, 1995 EARTHQUAKE PREPAREDNESS MONTH in Multnomah County

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. JOY TUMBAGA PRESENTATION. PROCLAMATION READ. PROCLAMATION 95-61 UNANIMOUSLY APPROVED.

- R-5 Budget Modification NOND 4 Requesting Authorization to Reclassify an Employee Services Specialist 1 (Training Coordinator) to a Training Administrator and Adding a Half-Time Office Assistant 2 in the Training Section of the Employee Services Division

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. CURTIS SMITH AND CHAIR STEIN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-6 Budget Modification NOND 9 Requesting Authorization to Appropriate \$3,500 in Grant Revenue from Portland General Electric Company into the Chair's Office Professional Services/Policy and Legislative Support Budget for Facilitation and Consultation Services Regarding Development of a Strategic Investment (Tax Abatement) Plan and Policy

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-6. SHARON TIMKO EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-7 Budget Modification MCSO 14 Requesting Authorization to Reclassify 23 Warehouse Worker Positions to Equipment/Property Technicians Effective January 23, 1993 and Authorization to Increase Personnel Services Line Items by \$214,815 in the Sheriff's Office Budget and Reduce the General Fund Contingency by \$188,664 and the Inmate Welfare Fund by \$26,151

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CHAIR STEIN AND DAVE WARREN RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING PROCESS FOR CONTINGENCY REQUESTS. BOARD COMMENTS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO SET R-7 OVER ONE WEEK WITH BUDGET OFFICE DIRECTION TO PROVIDE FORMAL BUDGET ANALYSIS OF CONTINGENCY REQUEST. MR. AAB COMMENTS. BUDGET MODIFICATION UNANIMOUSLY SET OVER TO THURSDAY, APRIL 6, 1995, WITH SUBMITTAL OF BUDGET OFFICE ANALYSIS OF CONTINGENCY REQUEST.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-8 Budget Modification DCC 4 Requesting Authorization to Transfer \$3,000 from General Fund Contingency to the DCC Administration Budget to Hire a Facilitator for a System Analysis Phase 1, Working with the Public Safety Jail Task Force

FOLLOWING BOARD DISCUSSION AND UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, BUDGET MODIFICATION R-8 WAS UNANIMOUSLY SET OVER TO THURSDAY, APRIL 6, 1995, WITH DIRECTION THAT STAFF SUBMIT ADDITIONAL INFORMATION AS WELL AS FORMAL BUDGET OFFICE ANALYSIS OF CONTINGENCY REQUEST.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-9 Ratification of Intergovernmental Agreement Contract 301825 Between Multnomah County and the City of Gresham for Maintenance of Vance Park for a Sum Not to Exceed \$7,000 Annually

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. BOB

THOMAS EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

- R-10 Second Reading and Possible Adoption of a Proposed ORDINANCE in the Matter of Increasing Cemetery Rates for County Cemeteries, Amending Multnomah County Code 5.10.250

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 813 UNANIMOUSLY APPROVED.

- R-11 ORDER in the Matter of a Public Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. KATHY TUNEBERG AND STEPHEN KELLY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 95-62 UNANIMOUSLY APPROVED.

- R-12 ORDER in the Matter of the Grant of a Sewer Easement on County Land at the Juvenile Justice Center Parcel, NW 1/4, Section 32, T1N, R2E, WM, Multnomah County, Oregon

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-12. BOB OBERST EXPLANATION. ORDER 95-63 UNANIMOUSLY APPROVED.

- R-13 RESOLUTION AND ORDER in the Matter of the Vacation of a Cul-de-Sac Portion of NE 195th Avenue Situated 372 Feet, More or Less, South of NE Irving Court, County Road No. 4304

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-13. MR. THOMAS EXPLANATION. RESOLUTION AND ORDER 95-64 UNANIMOUSLY APPROVED.

- R-14 Budget Modification DES 7 Requesting Authorization to Reclassify an Office Assistant I to a Warehouse Worker and Increase the Position from .54 FTE to 1.0 FTE, and Delete an Electronic Technician and Add an Electronic Technician Assistant Position Within the Fleet, Records, Electronic and Distribution Services Division Budget

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-14. TOM GUINEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-15 Budget Modification DES 8 Requesting Authorization to Delete a Vacant Office Assistant II Position and Add a Garage Attendant Position Within the Fleet, Records, Electronic and Distribution Services Division Budget

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-15. MR. GUINEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-16 Request Approval of a Notice of Intent to Apply for a \$114,668 Edward Byrne Memorial State and Local Formula Grant for a One Year Project to Increase the Ability of School Based Health Center Staff to Identify Students Who Face Violence in their Homes, Community or School and Provide a Comprehensive Array of Services to Those Students, Including a School-Based Support and Education Group

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-16. DR. OXMAN EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-17 Request Approval of a Notice of Intent to Apply for a \$375,000 Per Year, Two Year Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment Grant for a Community Based Comprehensive HIV/STD/TB Outreach Services for High Risk Substance Abusers Demonstration Program to Continue Funding for Outreach, Intervention and Substance Abuse Treatment Referral Services to Homeless High Risk Users and Their Sexual Partners

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-17. MARY KAY DUVAL EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-18 Budget Modification MCHD 8 Requesting Authorization to Increase the School Based Administration Program Budget to Reflect Receipt of Funds from the Community and Family Services Division Budget to Pay for a Teen Pregnancy Prevention Demonstration Project Entitled "Postponing Sexual Involvement"

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-18. JAN SINCLAIR EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-19 Budget Modification MCHD 9 Requesting Authorization to Increase the Dental Program to Reflect Increased Estimate of Medicaid Capitation Funds for the Oregon Health Plan**

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-19. DR. OXMAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-20 First Reading of a Proposed ORDINANCE Repealing MCC Chapter 6.32 and Adopting MCC Chapter 6.33, Emergency Medical Service and Ambulance Code, in Order to Implement the Ambulance Service Plan for Multnomah County**

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF THE FIRST READING. BILL COLLINS EXPLANATION. TED BAIRD REPRESENTING AMERICAN MEDICAL RESPONSE, PRESENTED TESTIMONY EXPRESSING CONCERN WITH VARIOUS PROPOSED PLAN DEFINITIONS AND OTHER LANGUAGE. MR. COLLINS RESPONSE TO MR. BAIRD'S CONCERNS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMUNITY AMBULANCE OWNER JUNITA KAUBLE PRESENTED TESTIMONY EXPRESSING CONCERN WITH AND REQUESTING CLARIFICATION OF VARIOUS PROPOSED PLAN DEFINITIONS. MR. COLLINS RESPONSE TO MS. KAUBLE'S CONCERNS AND QUESTIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. AMERICAN MEDICAL RESPONSE NORTHWEST PRESIDENT TRACE SKEEN REPORTED ON RECENT BOARD OF MEDICAL EXAMINERS CHANGE OF POLICY REGARDING TRANSPORT OF PATIENTS WITH IVS; TESTIFIED IN SUPPORT OF COMMISSIONER KELLEY'S PROPOSAL REGARDING ADMINISTRATIVE RULES AND IN SUPPORT OF EXPEDITING THE PROPOSED PLAN. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT PAGE 25, SECTION 6.33.600(A) BE AMENDED TO READ "DISPATCH FOR CONTRACTED AMBULANCES SHALL BE PROVIDED

BY THE CITY OF PORTLAND BUREAU OF EMERGENCY COMMUNICATIONS." MR. COLLINS RESPONSE TO BOARD COMMENTS AND DISCUSSION. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, AMENDMENT TO PAGE 14, SECTION 6.33.100(F). BOARD DISCUSSION AND COMMENTS. MR. COLLINS, MR. KRESSEL AND DR. OXMAN COMMENTS AND SUGGESTIONS IN RESPONSE TO BOARD DISCUSSION. FOLLOWING DISCUSSION, AFTER WITHDRAWAL OF PREVIOUS MOTION AND SECOND AND UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT PAGE 14, SECTION 6.33.100(C)(5) BE AMENDED TO READ "PROMULGATION OF STANDARDS OF PATIENT CARE CONSISTENT WITH THE AMBULANCE SERVICE AREA PLAN INCLUDING, BUT NOT LIMITED TO:" FIRST READING OF THE PROPOSED ORDINANCE UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING SCHEDULED FOR THURSDAY, APRIL 6, 1995. FOLLOWING DISCUSSION, CHAIR STEIN INVITED ALL PARTIES WISHING TO PROPOSE ADDITIONAL AMENDMENTS TO SUBMIT SAME TO THE BOARD AND BILL COLLINS BY 12:00 PM, MONDAY, 3, 1995 SO THEY MAY BE REVIEWED PRIOR TO SECOND READING.

NON-DEPARTMENTAL

- R-21 First Reading of a Proposed ORDINANCE Repealing Ordinance 590 and Permanently Eliminating the Funders Advisory Committee

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING. COMMISSIONER SALTZMAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, APRIL 6, 1995.

There being no further business, the meeting was adjourned at 11:50 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MARCH 27, 1995 - MARCH 31, 1995

Tuesday, March 28, 1995 - 1:30 PM - Planning Items Page 2

Tuesday, March 28, 1995 - 1:35 PM - Work Session Page 2

Thursday, March 30, 1995 - 9:30 AM - Regular Meeting Page 2

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

Thursday, 6:00 PM, Channel 30

Friday, 10:00 PM, Channel 30

Saturday, 12:30 PM, Channel 30

Sunday, 1:00 PM, Channel 30

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

*Tuesday, March 28, 1995 - 1:30 PM
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PLANNING ITEMS

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WORK SESSION

- WS-1 Stakeholders Work Session to Review and Edit the Technical Advisory Committee Draft Multnomah County Strategic Investment Policy (Tax Abatement Program). 3 1/2 HOURS REQUESTED.*
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*Thursday, March 30, 1995 - 9:30 AM
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REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointments of Karen Burger-Kimber, Linda Ross and Heidi Soderberg to the MULTNOMAH COUNTY ANIMAL CONTROL ADVISORY COMMITTEE*
- C-2 In the Matter of the Appointment of Joe Ferguson to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE*
- C-3 In the Matter of the Appointments of Robert H. Pung, Sr., Cora L. Smith and Stefan Stent to the COMMUNITY CORRECTIONS ADVISORY COMMITTEE*
- C-4 In the Matter of the Appointments of Carol Bononno, Michael W. Glass, Ed Jones, Clarence Lankins and Rod Monroe to the DUII COMMUNITY ADVISORY BOARD*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 *ORDER in the Matter of the Execution of Deed D951164 for Repurchase of Tax Acquired Property to the Former Owner Randall J. Borho and Joseph Kappers, as Trustees of the Fourbs Trust*

DEPARTMENT OF HEALTH

- C-6 *Ratification of Intergovernmental Agreement Contract 201865 Between the City of Portland and Multnomah County, Wherein the County's Bloodborne Pathogen Program Will Provide City Employees the Education, Training and HBV Vaccinations Required by Oregon OSHA, for the Period January 1, 1995 through December 31, 1997*

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PUBLIC COMMENT

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

COMMUNITY AND FAMILY SERVICES DIVISION

- R-2 *Ratification of Intergovernmental Agreement Contract 104465 Between Multnomah County and Portland Community College Senior Job Center, for Continuation of Home Repairs for Low Income Elderly Using Federal Community Development Block Grant Funds, through June 30, 1996*

DEPARTMENT OF HEALTH

- R-3 *PROCLAMATION in the Matter of Proclaiming April 3 through 9, 1995 as PUBLIC HEALTH WEEK in Multnomah County*

NON-DEPARTMENTAL

- R-4 *PROCLAMATION in the Matter of Proclaiming April, 1995 EARTHQUAKE PREPAREDNESS MONTH in Multnomah County*
- R-5 *Budget Modification NOND 4 Requesting Authorization to Reclassify an Employee Services Specialist 1 (Training Coordinator) to a Training Administrator and Adding a Half-Time Office Assistant 2 in the Training Section of the Employee Services Division*
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SHERIFF'S OFFICE

- R-7 *Budget Modification MCSO 14 Requesting Authorization to Reclassify 23 Warehouse Worker Positions to Equipment/Property Technicians Effective January 23, 1993 and Authorization to Increase Personnel Services Line Items by \$214,815 in the Sheriff's Office Budget and Reduce the General Fund Contingency by \$188,664 and the Inmate Welfare Fund by \$26,151*

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-8 *Budget Modification DCC Requesting Authorization to Transfer \$3,000 from General Fund Contingency to the DCC Administration Budget to Hire a Facilitator for a System Analysis Phase 1, Working with the Public Safety Jail Task Force*

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- R-10 *Second Reading and Possible Adoption of a Proposed ORDINANCE in the Matter of Increasing Cemetery Rates for County Cemeteries, Amending Multnomah County Code 5.10.250*
- R-11 *ORDER in the Matter of a Public Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes*

- R-12 *ORDER in the Matter of the Grant of a Sewer Easement on County Land at the Juvenile Justice Center Parcel, NW 1/4, Section 32, T1N, R2E, WM, Multnomah County, Oregon*

- R-13 *RESOLUTION AND ORDER in the Matter of the Vacation of a Cul-de-Sac Portion of NE 195th Avenue Situated 372 Feet, More or Less, South of NE Irving Court, County Road No. 4304*

- R-14 *Budget Modification DES 7 Requesting Authorization to Reclassify an Office Assistant I to a Warehouse Worker and Increase the Position from .54 FTE to 1.0 FTE, and Delete an Electronic Technician and Add an Electronic Technician Assistant Position Within the Fleet, Records, Electronic and Distribution Services Division Budget*

- R-15 *Budget Modification DES 8 Requesting Authorization to Delete a Vacant Office Assistant II Position and Add a Garage Attendant Position Within the Fleet, Records, Electronic and Distribution Services Division Budget*

DEPARTMENT OF HEALTH

- R-16 *Request Approval of a Notice of Intent to Apply for a \$114,668 Edward Byrne Memorial State and Local Formula Grant for a One Year Project to Increase the Ability of School Based Health Center Staff to Identify Students Who Face Violence in their Homes, Community or School and Provide a Comprehensive Array of Services to Those Students, Including a School-Based Support and Education Group*

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- R-18 *Budget Modification MCHD 8 Requesting Authorization to Increase the School Based Administration Program Budget to Reflect Receipt of Funds from the Community and Family Services Division Budget to Pay for a Teen Pregnancy Prevention Demonstration Project Entitled "Postponing Sexual Involvement"*

- R-19 *Budget Modification MCHD 9 Requesting Authorization to Increase the Dental Program to Reflect Increased Estimate of Medicaid Capitation Funds for the Oregon Health Plan*

- R-20 *First Reading of a Proposed ORDINANCE Repealing MCC Chapter 6.32 and Adopting MCC Chapter 6.33, Emergency Medical Service and Ambulance Code, in Order to Implement the Ambulance Service Plan for Multnomah County*



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

SUPPLEMENTAL AGENDA

*Thursday, March 30, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

REGULAR AGENDA

NON-DEPARTMENTAL

*R-21 First Reading of a Proposed ORDINANCE Repealing Ordinance 590 and
Permanently Eliminating the Funders Advisory Committee*

Agenda No.: C-1

AGENDA PLACEMENT FORM

3/17/95

APPOINTMENTS/REAPPOINTMENTS TO BOARDS & COMMISSIONS

Name:	Action:	Position:	Term:
DUII Community Advisory Board:			
Mike Glass	Appointment	Transportation	3/31/97
Carol Bononno	Reappointment	Health Care	5/30/97
Rod Monroe	Reappointment	Local Government Rep.	10/30/97
Clarence Lankins	Reappointment	Law Enforcement	5/30/97
Ed Jones	Reappointment	Defense Attorney	7/30/97
Community Corrections Advisory Committee:			
Robert Pung	Appointment	At Large	3/30/97
Stefan Stent	Appointment	At Large	3/30/97
Cora Smith	Appointment	At Large	3/30/97
Animal Control Advisory Committee:			
Heidi Soderberg	Reappointment	BCC Staff Rep.	6/30/95
Linda Ross	Appointment	Veterinarian	3/30/98
Karen Burger-Kimber	Reappointment	#5/City of Troutdale	3/30/98
Citizen Involvement Committee:			
Joe Ferguson	Appointment	District 3	3/1/97



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Multnomah County Animal Control Advisory Committee

B. Name Linda Ross DVM.

Address 17450 S.W. Lisa St.

City Beaverton State OR Zip Code 97006

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

Home Phone (503) 645-6833

C. Current Employer Laurelhurst Veterinary Hospital

Address 2945 N.E. Sandy Blvd.

City Portland State OR Zip Code 97232

Your Job Title veterinarian

Work Phone (503) 233-5222 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No ☐

D. Previous Employers _____ Dates _____ Job Title _____

- None since 1986 - various summer jobs as
veterinary assistant, technician in microbiology
research, kennel worker, etc.

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
San Jose State University	1977-1979	general studies
University of Massachusetts, Amherst	1981-1983	B.S. Zoology 1983
Texas A's M University	1986-1990	Veterinary student DVM degree 1990

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

Dr. Robert Anderson 2945 N.E. Sandy Blvd, Portland 233-5222
Dr. Preston Ross 5055 N.E. Fremont St., Portland 282-0991

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

None foreseeable

I. Affirmative Action Information

Female / caucasian
sex/racial ethnic background

Birth date: Month 9 Day 26 Year 59

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

Signature

Quich Ron DVM.

Date

12-15-94

Meeting Date: AAA 30 1993

Agenda No.: C-2

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Boards & Commissions Appointments/Reappointments

BOARD BRIEFING: Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 3/30/95
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

See Attached

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

APPOINTMENTS/REAPPOINTMENTS TO BOARDS & COMMISSIONS

Name:	Action:	Position:	Term:
DUI Community Advisory Board:			
Mike Glass	Appointment	Transportation	3/31/97
Carol Bononno	Reappointment	Health Care	5/30/97
Rod Monroe	Reappointment	Local Government Rep.	10/30/97
Clarence Lankins	Reappointment	Law Enforcement	5/30/97
Ed Jones	Reappointment	Defense Attorney	7/30/97
Community Corrections Advisory Committee:			
Robert Pung	Appointment	At Large	3/30/97
Stefan Stent	Appointment	At Large	3/30/97
Cora Smith	Appointment	At Large	3/30/97
Animal Control Advisory Committee:			
Heidi Soderberg	Reappointment	BCC Staff Rep.	6/30/95
Linda Ross	Appointment	Veterinarian	3/30/98
Karen Burger-Kimber	Reappointment	#5/City of Troutdale	3/30/98
Citizen Involvement Committee:			
Joe Ferguson	Appointment	District 3	3/1/97

INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: LENTS NEIGHBORHOOD ASSOC

SECTION I

NAME: JOE FERGUSON HOME PHONE: 777-3541
ADDRESS: 5020 SE 92nd Ave WORK PHONE: 731-3239
Portland OR 97266

Is your residence located in Multnomah County?

YES X NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

TO BE INVOLVED IN THE PROCESS OF
SHAPING THE FUTURE OF OUR AREA
TO BENEFIT THE PEOPLE OF THIS COUNTY

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. LENTS NEIGHBORHOOD ASSOC DATE: ongoing
2. LENTS FOUNDERS DAY COMMITTEE DATE: Every Aug
3. Mentoring Program DATE: ongoing
RESPONSIBILITIES: CHAIRMAN Subcommittee Member

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Jim Cleary 232-0010 3534 SE. Main PM 972.14

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

NONE

SECTION VI

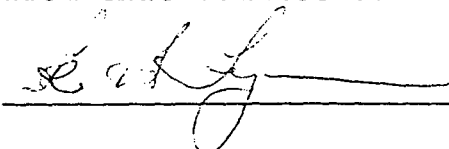
In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 10 Day 11 Year 51 SEX: Female _____ Male ✓

ETHNIC ORIGIN: Asian _____ Black _____ Hispanic _____

Native American _____ White ✓

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

Signature: 

Date: Jan 9th 1995

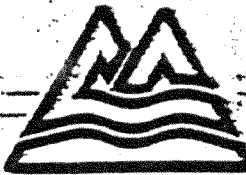
Agenda No.: 6-5

AGENDA PLACEMENT FORM

3/17/95

APPOINTMENTS/REAPPOINTMENTS TO BOARDS & COMMISSIONS

Name:	Action:	Position:	Term:
DUII Community Advisory Board:			
Mike Glass	Appointment	Transportation	3/31/97
Carol Bononno	Reappointment	Health Care	5/30/97
Rod Monroe	Reappointment	Local Government Rep.	10/30/97
Clarence Lankins	Reappointment	Law Enforcement	5/30/97
Ed Jones	Reappointment	Defense Attorney	7/30/97
Community Corrections Advisory Committee:			
Robert Pung	Appointment	At Large	3/30/97
Stefan Stent	Appointment	At Large	3/30/97
Cora Smith	Appointment	At Large	3/30/97
Animal Control Advisory Committee:			
Heidi Soderberg	Reappointment	BCC Staff Rep.	6/30/95
Linda Ross	Appointment	Veterinarian	3/30/98
Karen Burger-Kimber	Reappointment	#5/City of Troutdale	3/30/98
Citizen Involvement Committee:			
Joe Ferguson	Appointment	District 3	3/1/97



RECEIVED
OCT 19 1994

COPIES

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Community Action Commission - metropolitan Human Relations Comm
Community Corrections Advisory Committee - Welfare Board
(Housing Auth)

B. Name Robert F. Fung, Sr. (Bob)

Address 3627 S.E. 33rd Pl - P.O. Box 40707
Portland 97202 State OR Zip Code 97240

Do you live in unincorporated Multnomah County or X a city within Multnomah County Portland

Home Phone N/A Pager 780-0363

C. Current Employer N/A Disabled

Address _____
City _____ State _____ Zip Code _____

Your Job Title N/A

Work Phone _____

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

D. Previous Employers _____ Dates _____ Job Title _____
N/A more than 10 yrs

E. Please list all current and past volunteer activities.

Name of Organization

Dates

Responsibilities

See Attachments

F. Please list all post-secondary school education. To demonstrate educational background

Name of School

Dates

Responsibilities

St. Alphonsus

1953-1962

quit

Job Corps

1965-1967

TV Appliance Repair

Lots of Training in a lot of things

Experiences & Participation Very Large Number of Areas

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

Ben Wiedemeyer

487 Fairway CT. Seaside OR 97138

Dr. Richard Laughlin

3124 Main St. Astoria, OR 97103

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

Don't know of Any

I. Affirmative Action Information

sex/racial ethnic background

Birth date: Month 3 Day 21 Year 47

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

Signature

[Signature]

Date Oct 6, 1994

BOARDS AND COMMISSIONS



Attn: Beverly Stearns
1120 SW Fifth
Rm 1410
Portland, Or. 97204

RECEIVED

MAY 18 1994

MULTNOMAH COUNTY OREGON
MULTNOMAH COUNTY CHAIR

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

- ① Community Corrections Advisory Committee (Referral) *Margaret Guffey*
- ② Exposition Center Advisory Committee
- ③ Equalization & Taxation Bds Commission

B. Name CORA LENORA SMITH

Address 2309 SW 15th Ave

City PORTLAND State OREGON Zip 97201

Do you live in ☒ unincorporated Multnomah County or ☐ a city within Multnomah County.

Home Phone 503-283-9527

C. Current Employer Self Employed

Address 2329 SW 15th Ave

City PORTLAND State OREGON Zip 97201

Your Job Title Program Development / Enhancement

Work Phone _____ (Ext) _____ Program TEEN - Adults

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

D. Previous Employers Dates Job Title

Equalization & Taxation Bd	3yrs	member of Bd
Jefferson H.S. - Contractor	1984 - Current	Students IN TRANSITION
Dallas TV - Booker T. Washington P.H.V.A.	4-94	Image + Motivation Workshop + Seminar

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

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

included

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
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included

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

included

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

*None - 92-94 term Pres - 95 Expires (June 94)
93-95 term Chairman Bd of Handicappers
And Barber will expire! (Jan. 95)*

I. Affirmative Action Information

F *Black*
sex / racial ethnic background

birth date: Month 1 Day 1 Year 1940

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

Signature *Con L. Smith* Date *3-17-94*



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

COMMUNITY CORRECTIONS ADVISORY COMMITTEE

B. Name STEFAN STENT

Address 909 SW 12th Avenue #211

City Portland State Oregon Zip Code 97205

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

Home Phone (503) 222-2941

C. Current Employer St. Vincent Hospital

Address 909 SW Barnes Road

City Portland State OR Zip Code 97225

Your Job Title Central Service Assistant

Work Phone (503) 291-2191 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

Oregon Army National Guard, 1991-present File clerk

University of Oregon Book Store, Spring, 1993 Sales Clerk

University of Oregon Housing Dept. Fall 1991, Housing Asst.

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Police Activities League Portland, OR	October 1993	Aided with various office tasks.
Eugene, OR Police Department Community Affairs Office	March to May 1991	Tracked law-enforcement related legislation.
Berkeley, CA Police Department Community Affairs Department	August 1991	Assisted with various tasks.

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
University of Oregon	1986-1990	Bachelors of Arts Political Science Major Attended Post-Graduate
Portland State University	1994	Courses in Administration Justice

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

Maura White, Police Activities League (PAL) (503) 256-3479
(W) (503) 223-1373

Dr. Anders Winther, Veterans for Human Rights (VFHR) (H) (503) 236-1669

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

No potential conflicts of interest that I am aware of

I. Affirmative Action Information

Caucasian
sex/racial ethnic background

Birth date: Month 09 Day 21 Year 1967

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

Signature [Signature] Date October 24, 1994

Meeting Date: MAR 30 1993

Agenda No.: C-4

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Boards & Commissions Appointments/Reappointments

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 3/30/95
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

See Attached

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

F:\DATA\CHAIR\WPDATA\FORMS\AGENDA.BCC

3/17/95

APPOINTMENTS/REAPPOINTMENTS TO BOARDS & COMMISSIONS

Name:	Action:	Position:	Term:
DUII Community Advisory Board:			
Mike Glass	Appointment	Transportation	3/31/97
Carol Bononno	Reappointment	Health Care	5/30/97
Rod Monroe	Reappointment	Local Government Rep.	10/30/97
Clarence Lankins	Reappointment	Law Enforcement	5/30/97
Ed Jones	Reappointment	Defense Attorney	7/30/97
Community Corrections Advisory Committee:			
Robert Pung	Appointment	At Large	3/30/97
Stefan Stent	Appointment	At Large	3/30/97
Cora Smith	Appointment	At Large	3/30/97
Animal Control Advisory Committee:			
Heidi Soderberg	Reappointment	BCC Staff Rep.	6/30/95
Linda Ross	Appointment	Veterinarian	3/30/98
Karen Burger-Kimber	Reappointment	#5/City of Troutdale	3/30/98
Citizen Involvement Committee:			
Joe Ferguson	Appointment	District 3	3/1/97



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

① Public Information Committee ② Control Committee

B. Name Michael W Glass

Address 2541 NE 59th

City Portland State OR Zip Code 97213

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

Home Phone (503) 282-8371

C. Current Employer ODOT

Address 5315 NE 101st

City Portland State OR Zip Code 97220

Your Job Title Highway Maintenance Specialist

Work Phone (503) 257-4339

(Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No ☐

D. Previous Employers _____ Dates _____ Job Title _____

Geelock Towing 85-87 SWEEP DRIVER

Downtown Towing 83-85 TRUCK DRIVER

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Multnomah Co. Sheriff's Office	1990 to '94	RESERVE SERGEANT

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities

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

Sgt. Dave Hadler (MCSO)	12240 NE Glisan
LAUREN GSKOCHIL	421 SW 5 th 248-3691 EXT. 6348

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

I. Affirmative Action Information

Male / white
sex/racial ethnic background

Birth date: Month 08 Day 11 Year 56

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

Signature Michael W. Jones Date _____

MEETING DATE: MAR 30 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of Repurchase Deed to former owner, Randall J. Borho and Joseph Kappers, as trustees of the Fourbs Trust.

Deed D951164 and Board Order attached.

3/31/95 ORIGINAL & copy to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *James M. Du* *Ed Payne*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 22 AM 9:18

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

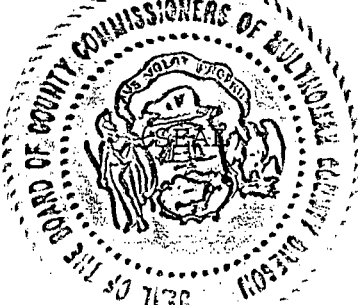
In the Matter of the Execution of)
Deed D951164 for Repurchase of) ORDER
Tax Acquired Property to the) 95-59
Former Owner)
RANDALL J BORHO AND JOSEPH KAPPERS,)
AS TRUSTEES OF THE FOURBS TRUST)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that RANDALL J BORHO AND JOSEPH KAPPERS, AS TRUSTEES OF THE FOURBS TRUST, the former record owner thereof, have applied to the county to repurchase said property for the amount of \$2,400.00 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the above referenced Trustees of the Fourbs Trust, the following described property situated in the County of Multnomah, State of Oregon:

RUSSELLVILLE ADD
S 45' OF LOT 20, BLOCK 1

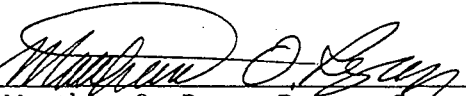
Dated at Portland, Oregon this 30th day of March , 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
Matthew O. Ryan, Deputy Counsel

DEED D951164

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RANDALL J BORHO AND JOSEPH KAPPERS, AS TRUSTEES OF THE FOURBS TRUST, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

RUSSELLVILLE ADD
S 45' OF LOT 20, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,400.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the persons acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

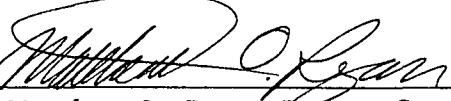
23648 HIGHWAY 26
MITCHELL OR 97750

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of March, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.

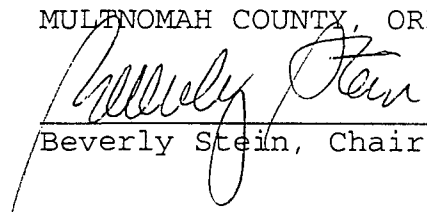


Laurence Kressel, County Counsel
for Multnomah County, Oregon

By


Matthew O. Ryan, Deputy Counsel

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

DEED APPROVED:

Janice Druian, Director
Assessment & Taxation

By _____

After recording return to Multnomah County Tax Title PO Box 2716
Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON

)

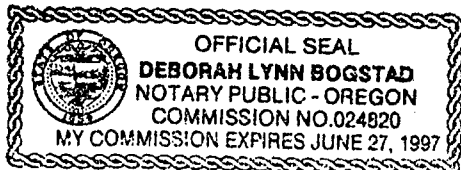
) ss


COUNTY OF MULTNOMAH

)

On this 30th day of March, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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




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

MEETING DATE: MAR 30 1995

AGENDA NO.: C-60

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental revenue agreement with the City of Portland (renewal)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk TELEPHONE #: x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of intergovernmental revenue agreement with the City of Portland. Oregon OSHA requires all employers with employees performing job duties with potential exposure to blood, body fluids, and potentially infectious materials to have a bloodborne pathogen program in place. The County will be paid by the City to provide the education, training and HBV vaccinations required.

3/31/95 ORIGINALS TO KAREN CARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Olegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

5654

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 20 PM 3:00



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odgaard* Odgaard, Director, Health Department

DATE: March 8, 1995

SUBJECT: Intergovernmental revenue agreement with the City of Portland

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract # 201865 with the City of Portland for the period January 1, 1995, to and including December 31, 1997.
- II. Background/Analysis: This is a renewal of a contract which originated in January 1993. Due to delays in negotiation with the City, the contract is retroactive to January 1, 1995. Oregon OSHA requires that all employers with employees performing job duties with potential exposure to blood, body fluids, and potentially infectious materials have a bloodborne pathogen program. The County is able to provide the education, training and HBV vaccinations required by OSHA.
- III. Financial Impact: Estimated revenue is \$50,000 per year. The City will pay the County a maximum per person as follows:

Training/Program maintenance/Recordkeeping:	\$ 40 / person
Vaccination:	\$ 45 / injection
Post-exposure evaluation and follow-up:	\$400 / incident
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201865

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-6 DATE 3/30/95 DEB BOGSTAD BOARD CLERK REVENUE

Department Health Division _____ Date March 9, 1995Contract Originator Karen Garber Phone x6207 Bldg/Room 160/8Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7Description of Contract Blood borne pathogen program

(RENEWAL)

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of PortlandMailing Address 1120 SW 5th AvenuePortland, ORPhone 823-5389

Employer ID# or SS# _____

Effective Date January 1, 1995Termination Date December 31, 1997Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odgaard

Purchasing Director _____

(Class II Contracts Only)

County Counsel Katie GatzCounty Chair / Sheriff Willy Stein

Contract Administration _____

(Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 3/10/95

Date _____

Date 3/15/95Date March 30, 1995

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0445			4144			BBP	Requirements	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PORTLAND
AND
MULTNOMAH COUNTY**

This agreement is made and entered into as of the ____ of _____, 1995, by and between Multnomah County, hereinafter referred to as the "COUNTY," and the City of Portland, hereinafter referred to as the "CITY".

RECITALS

1. Oregon OSHA requires that all employers with employees performing job duties with potential exposure to blood, body fluids, and potentially infectious materials have a Bloodborne Pathogen program in place by November 1, 1992.
2. A Bloodborne Pathogen program shall provide education, training and offer HBV vaccinations to identified employees.
3. The basic responsibility of the CITY and the COUNTY is to coordinate efforts to develop and deliver a quality program thereby demonstrating sincere concern for the health and safety of CITY employees under the jurisdiction of this program.

NOW, THEREFORE, the parties agree as follows:

I. TERM

The term of this Agreement shall be from January 1, 1995, to and including December 31, 1997.

**II. SCOPE OF AGREEMENT
DESCRIPTION OF RESPONSIBILITIES**

COUNTY services under this Agreement will consist of the following:

- (1) Annual Bloodborne Pathogen re-training for all current employees in classifications where exposure to blood or body fluids is a possibility (exposure group as defined in 29 CFR 1910.1030).
- (2) Hepatitis B vaccination series to employees identified in (1) above. (Employees may opt to sign a refusal form if they wish to decline the vaccination series.)
- (3) The COUNTY shall provide materials and services necessary for the implementation and delivery of training and vaccinations for this program.
- (4) Consultation and guidance regarding Occupational Safety & Health Administration (OSHA) Bloodborne Pathogen compliance (i.e., amendments to OSHA regulations).

- (5) Recordkeeping of training provided by the COUNTY, vaccinations, vaccination refusal, and post-exposure evaluations and follow-up will be maintained by the COUNTY in a confidential manner as defined in 29 CFR 1910.20; copies of these records will be made available to the CITY as appropriate (i.e., workers' compensation claim).
- (6) The COUNTY shall be responsible for all personnel services costs (including all salary, benefits, workers' compensation insurance) of the COUNTY staff.
- (7) Post exposure follow-up and investigation to track source individual.

To assist the COUNTY in carrying out its obligation hereunder, the CITY shall perform the services set out below:

- (8) Assist in coordinating and delivering training. Specifically, the CITY will deliver the segment regarding sites specific information (i.e., availability and location of personal protective equipment, first aid kits, etc.)
- (9) The CITY agrees to pay the COUNTY a maximum per person as follows:
 - (a) Training/Program maintenance/recordkeeping: \$40 / person
 - (b) Vaccinations: \$45 / injection
 - (c) Post-exposure evaluation and follow-up: \$400 / incident
- (10) The COUNTY will bill the CITY quarterly for services rendered in the previous quarter based on the fee schedule provided in II. (9), above.
- (11) The CITY shall be responsible for all personnel services costs (including all salary, benefits, and workers' compensation insurance) of the CITY staff.

III. EARLY TERMINATION OF AGREEMENT

- (1) All or part of this contract may be terminated by mutual consent by both parties.
- (2) Upon termination of this Agreement all COUNTY's work product completed under this contract will become and remain property of the CITY.
- (3) Either the CITY or the COUNTY may terminate agreement on 90 days written notice to the other.

IV. PAYMENT ON EARLY TERMINATION

In the event of termination under Section III., the COUNTY shall reimburse the CITY for actual materials and services incurred prior to termination pursuant to the COUNTY's obligation in II. (3), above.

In the event of termination under Section III, the CITY and COUNTY shall reimburse one another for any personnel services costs adjustments agreed upon pursuant to II. (6), above.

V. AMENDMENT TO AGREEMENT

The CITY and COUNTY may amend this Agreement from time to time by mutual written agreement. Any amendment that increases compensation payable to COUNTY must be approved by ordinance of CITY Council. The CITY Project Manager is authorized to

approve all other amendments.

VI. INDEMNIFICATION

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

VII. INDEPENDENT CONTRACTOR STATUS

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

CITY OF PORTLAND, OREGON

By _____
Vera M. Katz, Mayor
Date _____

By _____
Barbara Clark, City Auditor
Date _____

APPROVED AS TO FORM:

By _____
Frank Hudson, City Attorney, Deputy
Date _____

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date March 30, 1995

HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director
Date 3/10/95

By Jan Sinclair
Jan Sinclair, Program Manager
Date 3-9-95

REVIEWED:

Laurence B. Kressel, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens, Deputy Counsel
Date 3/15/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 3/30/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: MAR 30 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with the City of Troutdale

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval of the attached Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Community Development Program and the City of Troutdale for the period August 1, 1994 through July 30, 1995. This agreement provides for the continuation of improvement projects using the Community Development Block Grant funds as approved by the BCC.

SIGNATURES REQUIRED:

3/30/95 ORIGINALS PICKED UP BY CAROLYNNE WEBBER

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo T. Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC)

6/93

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 23 AM 9:06
MULTNOMAH COUNTY
OREGON

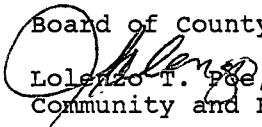


MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners
FROM:  Lorenzo T. Poe, Jr., Director
Community and Families Services Division
DATE: March 17, 1995
REQUESTED PLACEMENT DATE:
RE: Approval of an Agreement with the City of Troutdale

I. Action Requested:

Approval of an Intergovernmental Agreement with the City of Troutdale.

II. Background/Analysis:

The Community and Family Services Division's, Community Development Program has allocated \$123,560 of Federal Community Development Block Grant funds for the completion of improvements to S.E. 4th Street (94-2), S.E. 2nd Street (94-3), and S.E. Dora Street (94-5). Funds for these projects are included in the Community Development Program budget. The delay in processing this agreement is due to an oversight in the program office.

III. Financial Impact:

The funds are available via the Federal Community Development Block Grant.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides continued assistance for needed improvements and repairs approved by the Board of County Commissioners.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 104435

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>3/30/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MARCH 10, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: An IGA for the completion of improvements to SE 4th St., SE 2nd St, and SE Dora St. (CDBG)

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>CITY OF TROUTDALE</u></p> <p>Mailing Address: <u>104 SE KIBLING</u> <u>TROUTDALE, OR 97060</u></p> <p>Phone: <u>503-665-5175</u></p> <p>Employer ID# or SS#: <u>-----</u></p> <p>Effective Date: <u>AUGUST 1, 1994</u></p> <p>Termination Date: <u>JULY 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>\$123,560</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Alfredo T. Doe Jr.* Date: 3/22/95

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

County Counsel: *Ratie Gutz* Date: 3/23/95

County Chair/Sheriff: *Wally Dean* Date: March 30, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	156	010				6060			SE 4th	94,000	
02.	156	010				6060			SE 2nd	15,500	
03.	156	010				6060			SE Dora	14,060	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF TROUTDALE

for the Completion of

Improve SE 4th Street (94-2)
Improve SE 2nd Street (94-3)
Improve SE Dora Street (94-5)

This agreement, entered into this _____ day of _____ 1994,
between Multnomah County, State of Oregon (hereinafter referred to as
the "County"), and the City of Troutdale (hereinafter referred to as
the "City"):

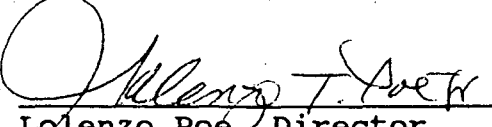
RECITALS

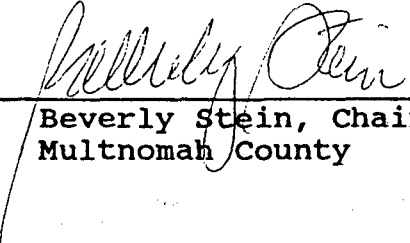
- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

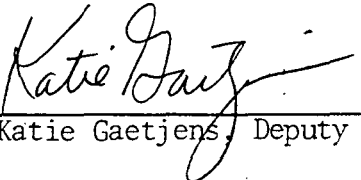
MULTNOMAH COUNTY

CITY OF TROUTDALE

By  3/22/95 By _____
Lorenzo Poe, Director Date Date
Community and Family
Services Division

By  3/30/95
Beverly Stein, Chair Date
Multnomah County

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

By  3/23/95
Katie Gaetjens, Deputy Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 3/30/95
DEB BOGSTAD
BOARD CLERK

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5. Operating Budget
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8. Operation/Maintenance
9. Amendments
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15. Reversion of Assets

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- B. Scope of Services
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- D. Voucher Request
- E. Project Progress Statement
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- G. Conflict Statement

PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Housing and Community Services Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Housing and Community Services Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Housing and Community Services Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in Exhibits A-1, A-2 and A-3 in an amount not to exceed:

Improve SE 4th Street	\$94,000
Improve SE 2nd Street	\$15,500
Improve SE Dora Street	\$14,060

Total compensation for the above listed projects is \$123,560 for the period August 1, 1994 through July 30, 1995. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.

- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Housing and Community Services Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in

accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained

therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.

- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS INDEMNIFICATION, and WORKERS COMPENSATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.
- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.
- C. The City shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.

- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - (3) Wholly or partly suspend or terminate the current award for the City's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during

suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

A. This Agreement is subject to immediate termination upon written notice by the Housing and Community Services Division should:

- (1) The City mismanage or make improper or unlawful use of Agreement funds;
- (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
- (3) Block Grant funds become no longer available from the Federal Government or the County;
- (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
- (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.

B. This Agreement is subject to termination upon 30 days written notice by the City should:

- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
- (2) Block Grant funds become no longer available from the Federal Government or through the County.

- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

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PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Housing and Community Services Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Housing and Community Services Division.

3. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

4. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national

origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance

of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)

- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

5. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

6. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

7. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

8. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

9. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

10. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

11. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

12. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

13. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

14. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

15. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development

activities below the level of such support prior to the availability of funds under this agreement.

16. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

17. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the Agency will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The Agency agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by November 30, 1994 and March 31, 1995 and submit to the Community Action/Community Development Program.

2. AUDITS AND INSPECTIONS

- A. The City will submit an audit to the County each fiscal year, performed in accordance with the Single Audit Act in conformance with guidelines established in OMB Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject all times

to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A-1, A-2, A-3. Budget Summaries
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Conflict Statement

IMPROVE SE 4TH STREET

Project Number 94-2Project Year 1994LGFS No. 156-010-1472-64CD

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity City of TroutdaleAddress: 104 SE KiblingCity: Troutdale State Oregon Zip 970601. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$
15. Construction Contracts	\$	\$94,000
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES	\$	\$94,000

CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$94,000.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 94,000.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$ 94,000.00
8. Housing & Comm. Dev.	\$ 94,000.00
9. TOTAL PROJECT COST	\$188,000.00

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on _____
_____, 19____ by _____.

Signature

IMPROVE SE 2ND STREET

Project Number 94-3Project Year 1994LGFS No. 156-010-1472-65CDBUDGET SUMMARY
Community Development Block GrantLegal Name of Entity City of TroutdaleAddress: 104 S.E. KiblingCity: Troutdale State Oregon Zip 970601. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$
15. Construction Contracts	\$	\$15,500
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES	\$	\$15,500

!

CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$15,500.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 46,500.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$ 46,500.00
8. Housing & Comm. Dev.	\$ 15,500.00
9. TOTAL PROJECT COST	\$ 62,000.00

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on _____
_____, 19____ by _____.

Signature

IMPROVE SE DORA STREET

Project Number 94-5Project Year 1994LGFS No. 156-010-1472-67CDBUDGET SUMMARY
Community Development Block GrantLegal Name of Entity City of TroutdaleAddress: 104 S.E. KiblingCity: Troutdale State Oregon Zip 970601. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$
15. Construction Contracts	\$	\$14,060
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES	\$	\$14,060

CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
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21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$14,060.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 30,940.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$ 30,940.00
8. Housing & Comm. Dev.	\$ 14,060.00
9. TOTAL PROJECT COST	\$ 45,000.00

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on _____
_____, 19____ by _____.

Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibits A-1, A-2, A-3) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:

(a) Improve SE 4th Street - Improve approximately 1,000 L.F. of SE 4th Street from Buxton Avenue to Sandy Avenue. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary.

(b) Improve SE 2nd Street - Improve approximately 240 L.F. of SE 2nd Street from Buxton Avenue to Dora Avenue. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary.

(c) Improve SE Dora Street - Improve approximately 230 L.F. of SE Dora Avenue from 2nd Street to 3rd Street. Improvements will include widening pavement; adding curbs, gutters, and sidewalks; and installing storm drainage structures and retaining walls as necessary.

- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.
- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities acknowledging the source of project funds from the Department of Housing and Urban Development and Multnomah County.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 94-2, 94-3, 94-5

Project Year 1994

LGFS Nos. 156-010-1472-64CD

156-010-1472-65CD

156-010-1472-67CD

AUTHORIZATION SIGNATURE CARD

Program Name:

Improve SE 4th Street, Project (94-2)
Improve SE 2nd Street, Project (94-3)
Improve SE Dora Street, Project (94-5)

Applicant's Name The City of Troutdale

Address 104 SE Kibling

City, State, Zip Troutdale, Oregon 97060

Telephone Number (503) 665-5175

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)

SIGNATURE

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date

Signature of Authorized Official

Title of Authorized Official

VOUCHER REQUEST

Report period: _____ to _____ Voucher Request No.: _____

Project Title: _____ Project No. _____

Check when this is final Request: _____ LGFS No.: _____

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person _____ Telephone _____

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
--------------------	-------------------------------	-------------------------------	---------------------------	--------------------------------

\$	\$	\$	

TOTALS

RECEIVED TO DATE: _____	EXPENDED THIS PERIOD: _____
PAYMENTS IN TRANSIT: _____	(LESS % RETENTION): _____
UNTAPPED BALANCE: _____	VOUCHER AMOUNT REQ.: _____

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED
SIGNATURE _____

NAME

DATE

Do not write below this line.

Reviewed and Approved _____ Date to Finance _____

This progress report is due November 31, 1994 and March 31, 1995

EXHIBIT E

Project No.: _____

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status*	% Complete	Description of Progress

Comments

* On time
Ahead of Schedule
Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

MEETING DATE: MAR 30 1995

AGENDA NO: C-8

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with the City of Fairview

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval of the attached Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Community Development Program and the City of Fairview for the period October 1, 1994 through December 30, 1995. This agreement provides for the continuation of improvement projects using the Community Development Block Grant funds as approved by the BCC.

3/20/95 ORIGINALS PICKED UP BY CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo T. Poe Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the office of the Board Clerk 248-5222

(WPDOC)

6/93

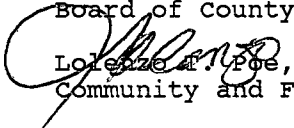
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 23 PM 4:47



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners
FROM:  Lorenzo F. Poe, Jr., Director
Community and Families Services Division
DATE: March 17, 1995
REQUESTED PLACEMENT DATE:
RE: Approval of an Agreement with the City of Fairview

I. Action Requested:

Approval of an Intergovernmental Agreement with the City of Fairview.

II. Background/Analysis:

The Community and Family Services Division's, Community Development Program has allocated \$312,083 of Federal Community Development Block Grant funds for the completion of Fairview Avenue Sanitary Sewer Trunk Replacement (91-4), Fairview Creek Culvert Replacement (Linglebach) (92-3), Fairview Creek Culvert Replacement (Arnold) 93-1, Matney Street Culvert 93-2, and Walnut Lane Culvert Replacement 94-4. Funds for these projects are included in the Community Development Program budget. The delay in processing this agreement is due to an oversight in the program office.

III. Financial Impact:

The funds are available via the Federal Community Development Block Grant.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides continued assistance for needed improvements and repairs approved by the Board of County Commissioners.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 104445

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>3/30/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MARCH 10, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: An IGA for the completion of Fairview Ave sanitary sewer trunk replacement, Fairview Creek Culvert replacement (Linglebach and Arnold), Matney Street culvert and Walnut Lane culvert replacement (CDBG) funds.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>CITY OF FAIRVIEW</u></p> <p>Mailing Address: <u>PO BOX 337</u> <u>FAIRVIEW OR 97024</u></p> <p>Phone: <u>503-665-7929</u></p> <p>Employer ID# or SS#: <u>-----</u></p> <p>Effective Date: <u>OCTOBER 1, 1994</u></p> <p>Termination Date: <u>DECEMBER 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>\$312,083</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES

Department Manager: *Greg T. Doe Jr.* Date: 3/22/95

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

County Counsel: *Katie Burt* Date: 3/22/95

County Chair/Sheriff: *Mark Stein* Date: March 30, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	156	010				6060			Frvw-sewer trunk	23,160	
02.	156	010				6060			Frvw Ck-ling	66,900	
03.	156	010				6060			Frvw Ck-Arnd	70,245	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

01.	156	010	6060	Matney Cvrt	90,258
02.	156	010	6060	Walnut Lane	61,520

DISTRIBUTION: Contracts Administration, Initiator, Finance

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF FAIRVIEW

for the Completion of

Fairview Avenue Sanitary Sewer Trunk Replacement, Project 91-4
Fairview Creek Culvert Replacement (Linglebach), Project 92-3
Fairview Creek Culvert Replacement (Arnold), Project 93-1
Matney Street Culvert, Project 93-2
Walnut Lane Culvert Replacement, Project 94-4

This agreement, entered into this _____ day of _____ 1994,
between Multnomah County, State of Oregon (hereinafter referred to as
the "County"), and the City of Fairview (hereinafter referred to as
the "City"):

RECITALS

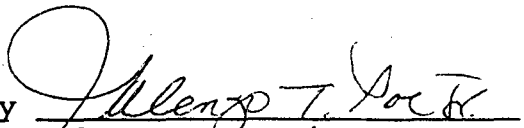
- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as de- scribed within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;

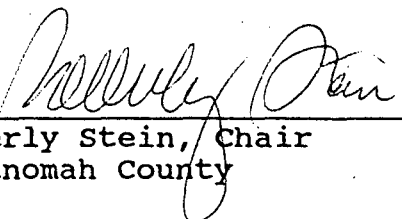
F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY

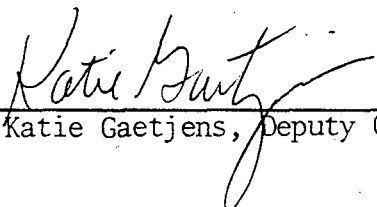
CITY OF FAIRVIEW

By  3/24/95 By _____
Lorenzo Poe, Director Date Ted Hockaday, Mayor Date
Community and Family
Services Division

By  3/30/95
Beverly Stein, Chair Date
Multnomah County

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  3/28/95
Katie Gaetjens, Deputy Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 3/30/95
DEB BOGSTAD
BOARD CLERK

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.

B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Housing and Community Services Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Housing and Community Services Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is

attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Housing and Community Services Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in Exhibits A-1, A-2, A-3, A-4 and A-5 in an amount not to exceed:

Fairview Avenue Sanitary Sewer Trunk	\$23,160.00
Fairview Creek Culvert Replacement (Linglebach)	\$66,900.00
Fairview Creek Culvert Replacement (Arnold)	\$70,245.00
Matney Street Culvert Replacement	\$90,258.00
Walnut Lane Culvert Replacement	\$61,520.00

Total compensation for the above listed projects is \$312,083 for the period of October 1, 1994 through December 30, 1995. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.

- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Housing and Community Services Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for

reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS INDEMNIFICATION, and WORKERS COMPENSATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.
- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.
- C. The City shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants

that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the current award for the City's program.
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14.

TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Housing and Community Services Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;
 - (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) Block Grant funds become no longer available from the Federal Government or the County;
 - (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15.

REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502.

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Housing and Community Services Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Housing and Community Services Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of

1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)

- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The

City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.

- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by April 1, 1995, and October 1, 1995 and submit to the Community Action/Community Development Program.

2. AUDITS AND INSPECTIONS

- A. The City will submit an audit to the County each fiscal year, performed in accordance with the Single Audit Act in conformance with guidelines established in OMB Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the Agency sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the Agency will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for 3 years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.

- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

A-1, A-2, A-3, A-4, A-5	Budget Summaries
B.	Scope of Services
C.	Authorization Signature Card
D.	Voucher Request
E.	Project Progress Statement
F.	Required Records
G.	Conflict Statement

Fairview Avenue Sanitary Sewer Trunk Replacement

Project Number 91-4Project Year 1991LGFS No. 5474BUDGET SUMMARY
Community Development Block GrantLegal Name of Entity City of FairviewAddress: P.O. Box 337City: Fairview State Oregon Zip 970241. BUDGET-LINE-ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$	
10. Operating Supplies			
11. Communications			\$
12. Travel and Training			
13. Legal and Public Notices			
14. Professional Services		\$	\$ 5,327.00
15. Construction Contracts		\$	\$ 17,833.00
16. Other: Exhibits/Fixtures		\$	\$
17. TOTAL MATERIALS AND SERVICES			\$ 23,160.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD

\$ 23,160.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$	
2. State		
3. Local Match	\$ 6,000.00	(Construction \$4620;
4. County	\$	Engr. \$1380)
5. In-Kind Service & Supply	\$	
6. Other (detail)		
7. Subtotal	\$ 6,000.00	
8. Housing & Comm. Dev.	\$ 23,160.00	
9. TOTAL PROJECT COST	\$ 29,160.00	

III. AUTHORIZATION:

Date

Authorized Signature for Project
Ted Hockaday, Mayor, City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on

_____, 19____ by _____.

Signature

Fairview Creek Culvert Replacement (Linglebach)

Project Number 92-3Project Year 1992LGFS No. 156-010-1472-43CD

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity City of Fairview
 Address: P.O. Box 337
 City: Fairview State Oregon Zip 97024

1. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$
15. Construction Contracts	\$	\$ 66,900.00
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 66,900.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY \$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 66,900.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 66,900.00
9. TOTAL PROJECT COST	\$ 66,900.00

III. AUTHORIZATION:

Date

Authorized Signature for Project
Ted Hockaday, Mayor, City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on

, 19 by .

Signature

Fairview Creek Culvert Replacement (Arnold)

Project Number 93-1
 Project Year 1993
 LGFS No. 156-101-1472-51CD

BUDGET SUMMARY
 Community Development Block Grant

Legal Name of Entity City of Fairview
 Address: P.O. Box 337
 City: Fairview State Oregon Zip 97024

1. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$ 18,264.00
15. Construction Contracts	\$	\$ 51,981.00
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 70,245.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD

\$ 70,245.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 70,245.00
9. TOTAL PROJECT COST	\$ 70,245.00

III. AUTHORIZATION:

Date

Authorized Signature for Project
Ted Hockaday, Mayor, City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on

, 19 by .

Signature

Matney Street Culvert Replacement

Project Number 93-2
 Project Year 1993
 LGFS No. 156-101-1472-52CD

BUDGET SUMMARY
 Community Development Block Grant

Legal Name of Entity City of Fairview
 Address: P.O. Box 337
 City: Fairview State Oregon Zip 97024

1. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$22,564.00	\$
15. Construction Contracts	\$	\$ 90,258.00
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 90,258.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
	i

21. TOTAL CAPITAL OUTLAY \$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 90,258.00

II. SOURCES OF PROJECT FUNDING:

1. Federal \$

2. State

3. Local Match \$ 22,564.00

4. County \$

5. In-Kind Service & Supply \$

6. Other (detail)

7. Subtotal \$

8. Housing & Comm. Dev. \$ 90,258.00

9. TOTAL PROJECT COST \$112,822.00

III. AUTHORIZATION:

Date

Authorized Signature for Project
Ted Hockaday, Mayor, City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on

, 19 by .

Signature

Walnut Lane Culvert Replacement

Project Number 94-4
 Project Year 1994
 LGFS No. 156-101-1472-66CD

BUDGET SUMMARY
 Community Development Block Grant

Legal Name of Entity City of Fairview
 Address: P.O. Box 337
 City: Fairview State Oregon Zip 97024

1. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$29,547.00	\$
15. Construction Contracts	\$	\$ 61,250.00
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 61,250.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY	\$
--------------------------	----

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD	\$ 61,250.00
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II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
------------	----

2. State	
----------	--

3. Local Match	\$ 29,547.00
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4. County	\$
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5. In-Kind Service & Supply	\$
-----------------------------	----

6. Other (detail)	
-------------------	--

7. Subtotal	\$
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8. Housing & Comm. Dev.	\$ 61,520.00
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9. TOTAL PROJECT COST	\$ 91,067.00
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III. AUTHORIZATION:

Date

Authorized Signature for Project
Ted Hockaday, Mayor, City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on

_____, 19____ by_____.

Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The specific projects to be made under this Agreement consist of:
 - (a) Fairview Avenue Sanitary Sewer Trunk Replacement - Replace 380 LF of insufficiently graded sewer line with steeper grade 15-inch sewer line in middle, flat section of Fairview Avenue.
 - (b) Fairview Creek Culvert Replacement (Linglebach) - Replace undersized culvert at private drive with proper sized culvert in Fairview Creek.
 - (c) Fairview Creek Culvert Replacement (Arnold) - Replace undersized culvert at private drive with proper sized culvert in Fairview Creek.
 - (d) Matney Street Culvert Replacement - Replace undersized culvert at Matney Street and replace unsafe culvert crossing.
 - (e) Walnut Lane Culvert Replacement - Replace undersized culvert at Walnut Lane with proper sized culvert in Fairview Creek.
- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction

Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.

- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

Project No. 91-4, 92-3, 93-1, 93-2, 94-4
 Project Years 1991, 1992, 1993, 1994
 LGFS Nos. 5474
156-010-1472-43CD
156-010-1472-51CD
156-010-1472-52CD
156-010-1472-66CD

AUTHORIZATION SIGNATURE CARD

Program Name:

Fairview Avenue Sanitary Sewer Trunk Replacement, Project (91-4)
 Fairview Creek Culvert Replacement (Linglebach), Project (92-3)
 Fairview Creek Culvert Replacement (Arnold), Project (93-1)
 Matney Street Culvert Replacement, Project (93-2)
 Walnut Lane Culvert Replacement, Project (94-4)

Applicant's Name The City of Fairview
 Address P.O. Box 337
 City, State, Zip Fairview, Oregon 97024
 Telephone Number 665-7929

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)

Jeffrey B. Sarvis

Marilyn Holstrom

SIGNATURE

Jeffrey B. Sarvis
Marilyn Holstrom

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date _____

Ted Hockaday
 Signature of Authorized Official

Mayor, City of Fairview
 Title of Authorized Official

VOUCHER REQUEST

Report period: _____ to _____ Voucher Request No.: _____

Project Title: _____ Project No. _____

Check when this is final Request: _____ LGFS No.: _____

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person: _____ Telephone _____

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
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§ § §

TOTALS

RECEIVED TO DATE: _____ EXPENDED THIS PERIOD: _____

PAYMENTS IN TRANSIT: _____ (LESS % RETENTION): _____

UNTAPPED BALANCE: _____ VOUCHER AMOUNT REQ.: _____

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED

SIGNATURE _____

NAME _____

DATE _____

Do not write below this line.

Reviewed and Approved _____ Date to Finance _____

Date to Finance

This progress report is due April 1, 1995 and October 1, 1995.

EXHIBIT E

Project No.: _____

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

<u>Name of Activity</u>	<u>Status*</u>	<u>% Complete</u>	<u>Description of Progress</u>

Comments

* On time
 Ahead of Schedule
 Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

CONFLICT STATEMENT

For all contracts in excess of \$1,000

NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST
MAY RESULT IN CONTRACT CANCELLATION

PART A

I certify that, to the best of my knowledge, no owner, investor, or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

Familial relationships include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, or brothers-in-law.

Financial relationships include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed Marilyn Holstrom Date 10-3-94

PART B

I certify that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organization and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

<u>Name of Related Owner, Investor, or Employee</u>	<u>Nature of Relationship</u>	<u>Name of County Employee or Official</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed _____ Date _____

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION.

MEETING DATE: MAR 30 1995

AGENDA NO: C-9

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with the Burlington Water District

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval of the attached Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Community Development Program and the Burlington Water District for the period August 1, 1994 through July 30, 1995. This agreement provides for the continuation of improvement projects using the Community Development Block Grant funds as approved by the BCC.

3/30/95 ORIGINALS PICKED UP BY CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: *Lorenzo T. Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC)

BOARD OF
COUNTY COMMIS-
SIONERS
1995 MAR 23 AM 9:06
MULTNOMAH COUNTY
OREGON
6/9



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners
FROM: *Lorenzo R. Poe*, Jr., Director
Community and Families Services Division
DATE: March 17, 1995
REQUESTED PLACEMENT DATE:
RE: Approval of an Agreement with Burlington Water District

I. Action Requested:

Approval of an Intergovernmental Agreement with Burlington Water District.

II. Background/Analysis:

The Community and Family Services Division's, Community Development Program has allocated \$77,600 of Federal Community Development Block Grant funds for the completion of N.W. Harborton Drive, Branch Waterline Project (94-1). Funds for this project are included in the Community Development Program budget. The delay in processing this agreement is due to an oversight in the program office.

III. Financial Impact:

The funds are available via the Federal Community Development Block Grant.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides continued assistance for needed improvements and repairs approved by the Board of County Commissioners.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MEMORANDUM

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 104455

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>3/30/95</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MARCH 10, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: An IGA for the completion of NW Harborton Dr, Branch Waterline. (CDBG)

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>BURLINGTON WATER DISTRICT</u></p> <p>Mailing Address: <u>PO BOX 83035</u> <u>PORTLAND OR 97283</u></p> <p>Phone: <u>503-621-9788</u></p> <p>Employer ID# or SS#: <u>-----</u></p> <p>Effective Date: <u>AUGUST 1, 1994</u></p> <p>Termination Date: <u>JULY 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>77,600</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>
--	--

REQUIRED SIGNATURES:

Department Manager: *Glenn T. Doe* Date: 3/22/95

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

County Counsel: *Kate Gurt* Date: 3/23/95

County Chair/Sheriff: *William Stein* Date: March 30, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	156	010				6060			NW Harborton	77,600	
02.											
03.											

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

BURLINGTON WATER DISTRICT

for the Completion of

N.W. Harborton Drive, Branch Waterline, Project (94-1)

This agreement, entered into this _____ day of _____ 1994, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the Burlington Water District (hereinafter referred to as the "District"):

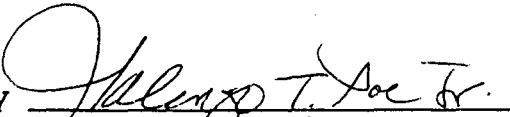
RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the District, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the District as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the District be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the District, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

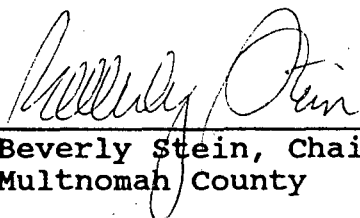
- G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY

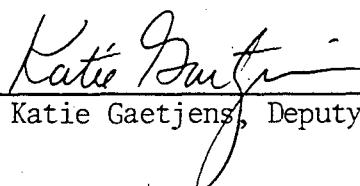
BURLINGTON WATER DISTRICT

By  3/22/95
Lorenzo Poe, Director Date
Community and Family
Services Division

By _____ Date

By  3/30/95
Beverly Stein, Chair Date
Multnomah County

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

By  3/23/95
Katie Gaetjens, Deputy Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 3/30/95
DEB BOGSTAD
BOARD CLERK

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The District will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the District with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Housing and Community Services Division.

4. ADMINISTRATION

The District will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Housing and Community Services Division. The District will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The District will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The District will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the District to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Housing and Community Services Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the District for the services specified in the exhibits in an amount not to exceed the total of \$77,600.00 for the period of August 1, 1994 through July 30, 1995. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the District on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the District's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the District as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Housing and Community Services Division unless specific other payment arrangements are agreed to by County and District.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The District shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income

is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the District in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The District agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the District fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The District will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the District not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The District agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.

- C. The District agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS INDEMNIFICATION, and WORKERS COMPENSATION

- A. The District further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.
- B. The District agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the District's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the District and/or its agents, employees, subcontractors or representatives under this Agreement. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.
- C. The District shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or District who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the District will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The District agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the District and the County.

13. ENFORCEMENT

A. Remedies for noncompliance. If the District materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the District or more severe enforcement action by the County.
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the current award for the District's program.
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

B. Hearings, Appeals. In taking an enforcement action, the County will provide the District an opportunity for such hearing, appeal, or other administrative proceeding to which the District is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination. Costs of the District resulting from obligations incurred by the District during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other District costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the District before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the District being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

A. This Agreement is subject to immediate termination upon written notice by the Housing and Community Services Division should:

- (1) The District mismanage or make improper or unlawful use of Agreement funds;
- (2) The District fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
- (3) Block Grant funds become no longer available from the Federal Government or the County;
- (4) District fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
- (5) The District fail to submit reports or submit incomplete or inaccurate reports in any material respect.

B. This Agreement is subject to termination upon 30 days written notice by the District should:

- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
- (2) Block Grant funds become no longer available from the Federal Government or through the County.

- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the District will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the District shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the District's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the District's acceptance and use of funds under this Agreement, the District shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the District will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the District will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The District agrees to submit to the Housing and Community Services Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Housing and Community Services Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the District to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The District will comply with all federal, state and local laws prohibiting discrimination on the basis of

age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the District is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The District will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The District will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the District will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The District will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The District will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement

unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)

- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the District will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The District as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The District will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the District of its obligation, if any, to require payment of the higher rates. The District shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The District will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The District will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The District may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The District will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The District may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The District will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the District will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the District to reduce substantially the amount of local financial support for

community development activities below the level of such support prior to the availability of funds under this agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the Agency will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The Agency agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by November 1, 1994, February 1, 1995 and May 1, 1995 and submit to the Community Action/Community Development Program.

2. AUDITS AND INSPECTIONS

- A. The City will submit an audit to the County each fiscal year, performed in accordance with the Single Audit Act in conformance with guidelines established in OMB Circular A-128.

- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the District sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the District will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Budget Summary
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records

EXHIBIT A

Project Number 94-1Project Year 1994LGFS No. 010-1472-63CD-1406

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity Burlington Water DistrictAddress: P.O. Box 83035City: Portland State Oregon Zip 97283**1. BUDGET LINE ITEMS:****A. PERSONNEL SERVICES:**

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$	
10. Operating Supplies			
11. Communications		\$	
12. Travel and Training			
13. Legal and Public Notices			
14. Professional Services	\$ 12,900.00	\$ 12,900.00	
15. Construction Contracts	\$ 64,700.00	\$ 64,700.00	
16. Other: Exhibits/Fixtures	\$	\$	
17. TOTAL MATERIALS AND SERVICES	\$ 77,600.00	\$ 77,600.00	

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY \$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 77,600.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 52,000.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 77,600.00
9. TOTAL PROJECT COST	\$129,600.00

III. AUTHORIZATION:

July 28, 1994
Date

July 28, 1994
Date

Matt D. Larson
Authorized Signature for Project

Steve Pendley
Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on _____
_____, 19____ by _____.

Signature

SCOPE OF SERVICES

The District and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The District with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current District standards and general specifications set forth in the District's Community Development Grant application for this project.
- (2) The District will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The District with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the District will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the District and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:

Replace 1,500 L.F. of undersized waterlines in the Harborton Drive branch with 6 inch DT water pipe to alleviate low dynamic pressure, reduce backflow and system contamination potential, and improve fire flows.

- (5) Prior to entering into any subcontract under this Agreement, the District will forward to the County copies of all contract documents for approval.
- (6) The District will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager

will endeavor to guard the County and District against apparent defects and deficiencies in the construction work.

- (7) The District will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The District will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the District will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The District will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by District staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The District will perform all necessary and customary functions in the management and supervision of District personnel for all work performed under the Agreement. The District will compensate District staff with District funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 94-1

Project Year 1994

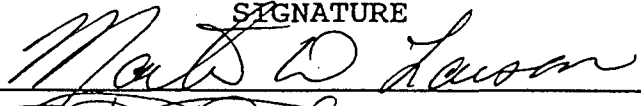
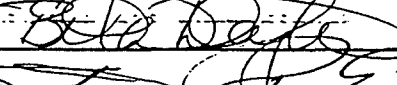
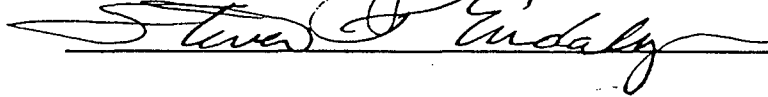
LGFS No. 010-1472-63CD-1406

AUTHORIZATION SIGNATURE CARD

Program Name N.W. Harborton Drive, Branch Waterline Replacement
Applicant's Name Burlington Water District
Address P.O. Box 83035
City, State, Zip Portland, Oregon 97283
Telephone Number (503) 621-9788

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)	SIGNATURE
<u>Martin D. Larson</u>	<u></u>
<u>Beth Doyle</u>	<u></u>
<u>Steven P. Eudaly</u>	<u></u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify that the signatures above are of the individuals authorized to execute financial documents.

July 28, 1994
Date


Signature of Authorized Official

Chairman, Board of Commissioners
Title of Authorized Official

This progress report is due November 1, 1994, February 1, 1995 and May 1, 1995

EXHIBIT E

Project No.: _____

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status*	% Complete	Description of Progress

Comments

* On time
Ahead of Schedule
Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The District will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The District will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

CONFLICT STATEMENT

For all contracts in excess of \$1,000
 NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST
 MAY RESULT IN CONTRACT CANCELLATION

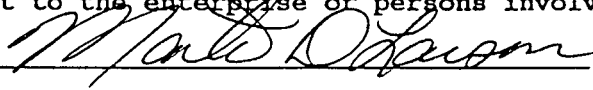
PART A

To the best of my knowledge, I certify that no owner, investor, or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

Familial relationships include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, or brothers-in-law.

Financial relationships include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed



Date

July 28, 1994

PART B

I certify that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organization and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

Name of Related Owner,
Investor, or Employee

Nature of
Relationship

Name of County
Employee or Official

Signed

Date

CONTRACTOR shall assure comparable requirements and language are included in any subcontracts it may have for services under this contract.

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION.

MEETING DATE: MAR 30 1995
AGENDA NO: R-2

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of an Agreement with PCC-Senior Job Center

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583
BLDG/ROOM #: 161/200

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

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Approval of the attached Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Community Development Program and the Portland Community College-Senior Job Center effective Upon Execution through June 30, 1996. This agreement provides for the continuation of home repairs for low income elderly using the community Development Block Grant funds as approved by the BCC.

3/30/95 ORIGINALS PICKED UP BY CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: *Lorenzo T. Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC)

6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 23 AM 9:07



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners
FROM: *Lolando M. Poe, Jr.* Lolando M. Poe, Jr., Director
Community and Families Services Division
DATE: March 22, 1995
REQUESTED PLACEMENT DATE:
RE: Approval of an Agreement with Portland Community College-Senior Job Center

I. Action Requested:

Approval of an Intergovernmental Agreement with the Portland Community College-Senior Job Center.

II. Background/Analysis:

The Community and Family Services Division's, Community Development Program has allocated \$10,839.45 of Federal Community Development Block Grant funds for the continuation of home repairs for low income elderly. Funding for this project is included in the Community Development Program budget. The delay in processing this agreement is due to an oversight in the program office.

III. Financial Impact:

The funds are available via the Federal Community Development Block Grant.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This agreement provides continued assistance for needed improvements and repairs approved by the Board of County Commissioners.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 104465

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-2</u> DATE <u>3/30/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department: _____ Division: COMMUNITY & FAMILY SERVICES Date: MARCH 10, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: An IGA for the completion of home repairs for low income elderly. (CDBG)

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>Senior Job Center</u></p> <p>Mailing Address: <u>12000 SW 49TH, SYLVANIA CAMPUS</u></p> <p style="text-align: center;"><u>PORTLAND OR 97219</u></p> <p>Phone: <u>503-452-4921</u></p> <p>Employer ID# or SS#: <u>-----</u></p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>JUNE 30, 1996</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>\$10,839.45</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 3/22/95

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

County Counsel: [Signature] Date: 3/23/95

County Chair/Sheriff: [Signature] Date: March 30, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	156	010				6060				10,839.45	
02.											
03.											

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

SENIOR JOB CENTER

for the Completion of

Home Repairs for Low Income Elderly

This agreement, entered into this _____ day of _____ 1994,
between Multnomah County, State of Oregon (hereinafter referred to as
the "County"), and Senior Job Center (hereinafter referred to as the
"Agency"):

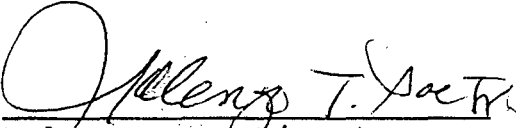
RECITALS

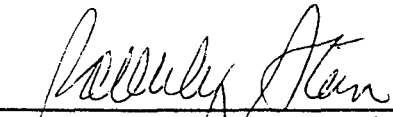
- A. The County is an urban county applicant for block grant funds under the Housing and Community Development act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the Agency, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the Agency as de- scribed within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the Agency be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the Agency, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY

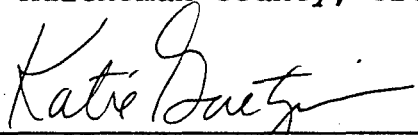
SENIOR JOB CENTER

By  3/22/95 By _____ Date _____
Lorenzo Poe, Director
Community and Family
Services Division

By  3/30/95
Beverly Stein, Chair
Multnomah County Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  3/23/95
Katie Gaetjens, Deputy Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 3/30/95
DEB BOGSTAD
BOARD CLERK

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provider of goods, services, or real estate space to Multnomah County hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax laws described in ORS 305.380(4).

Dated:

8/15/94

Carl J. Marking

By

INDEX TO CONTRACT AGREEMENT

PART I. GENERAL CONDITIONS

1. Scope of Agreement
2. Scope of Services
3. Commencement and Termination of Projects
4. Administration
5. Operating Budget
6. Compensation and Method of Payment
7. Funding Alternatives and Support
8. Operation/Maintenance
9. Amendments
10. Assignment and Subcontracting
11. Hold Harmless and Indemnification
12. Conflict of Interest
13. Liability
14. Enforcement
15. Termination
16. Reversion of Assets

PART II FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. Applicable Regulations
2. Environmental Review
3. Nondiscrimination
4. Property Management
5. Activities for which other Federal Funds must be sought
6. Nonparticipation in Political Activities
7. Nonsubstitution for Local Funding
8. Public Ownership and Leasehold Agreements
9. Public Information

PART III. EVALUATION AND RECORD KEEPING

1. Evaluation
2. Audits and Inspections
3. Records
4. Retention of Records

PART IV. EXHIBITS

- A. Required Records
- B. Budget Summary
- C. Scope of Services
- D. Worker's Compensation Insurance
- E. Conflict Statement

PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The Agency will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

A. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Community Development Division.

4. ADMINISTRATION

The Agency will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Community Development Division. The Agency will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The Agency will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The Agency will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the Agency to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Community Development Division. The budget revisions will specifically state the reasons for the requested

increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the Agency for the services specified in the exhibits in an amount not to exceed the total of Ten Thousand Eight Hundred Thirty Nine Dollars and Forty-five Cents (\$10,839.45). The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the Agency on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the Agency's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the Agency as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Community Development Division unless specific other payment arrangements are agreed to by County and Agency.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The Agency shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.
- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the

Agency in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The Agency agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the Agency fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The Agency will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the Agency not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The Agency agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The Agency agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS AND INDEMNIFICATION

- A. If Agency is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Agency is covered under such policy, Agency shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Agency's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.

- B. As to any other claim of liability, other than above described, Agency shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of the Agency or Agency's subcontractors, agents or employees under this agreement, including claims based in part on the negligence of County or others.
- C. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.
- D. The Agency shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.
- E. The Agency further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or Agency who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the Agency will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The Agency agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any

interest on the part of the Contractor or his employees must be disclosed to the Agency and the County.

13. LIABILITY

AGENCY is solely responsible for the conduct of its programs. AGENCY, its employees and agents shall not be deemed employees or agents of COUNTY. AGENCY agrees to indemnify and hold COUNTY harmless against all liability, loss and costs arising from actions, suits, claims or demands attributable to, or allegedly attributable to acts of omissions of AGENCY, its employees or agents. AGENCY further agrees to defend COUNTY, its agents and employees against all suits, actions, or proceedings brought against them in connection with AGENCY'S performance of its duties under this contract.

AGENCY shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of AGENCY, in the following minimum amounts (ORS 30.270):

- a) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
- b) \$200,000 to any claimant for all other claims arising out of a single accident or occurrence;
- c) \$500,000 for any number of claims arising out of a single accident or occurrence.

In the event that ORS 30.270 is amended to increase the amount of liability, AGENCY agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, AGENCY shall immediately notify COUNTY verbally and in writing.

AGENCY (except City, County, and State governments and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) Audit Guidelines.

AGENCY shall maintain Workers' Compensation insurance coverage for all nonexempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this agreement as Exhibit F, and is incorporated herein as part of this agreement.

In the event that contractor's Workers' Compensation insurance coverage is due to expire during the term of this agreement, contractor agrees to renew such insurance before such expiration and to provide Multnomah County a certificate of Workers' Compensation insurance coverage under such renewal contracts.

14. ENFORCEMENT

- A. Remedies for noncompliance. If the Agency materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:
- (1) Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - (3) Wholly or partly suspend or terminate the current award for the Agency's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the Agency an opportunity for such hearing, appeal, or other administrative proceeding to which the Agency is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the Agency resulting from obligations incurred by the Agency during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Agency costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the Agency before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

15. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Community Development Division should:
- (1) The Agency mismanage or make improper or unlawful use of Agreement funds;
 - (2) The Agency fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) Block Grant funds become no longer available from the Federal Government or the County;
 - (4) Agency fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The Agency fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the Agency should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the Agency will return to the County all funds which were expended in violation of the terms of this Agreement.

16. REVERSION OF ASSETS

Upon expiration the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Agency's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the Agency's acceptance and use of funds under this Agreement, the Agency shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110 and A-122, (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the Agency to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The Agency will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII, as amended by the Fair Housing Amendment Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the Agency is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The Agency will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The Agency will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended by the Fair Housing Amendment Act of 1988, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

(1) In all solicitations under this Agreement, the Agency will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.

(2) The Agency will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The Agency will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)

(3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended).
- (2) To the greatest extent feasible, the Agency will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The Agency as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The Agency may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

6. NONPARTICIPATION IN POLITICAL ACTIVITIES

The Agency will comply with the provisions of the Hatch Act (5 USC Chapter 15).

7. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the Agency to reduce substantially the amount of local financial support for community development activities

below the level of such support prior to the availability of funds under this Agreement.

8. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

9. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the Agency will include information identifying the source of funds as the Multnomah County Block Grant Program.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The Agency agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

- A. The City will submit an audit to the County each fiscal year, performed in accordance with the Single Audit Act in conformance with guidelines established in OMB Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the Agency sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the Agency will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Required Records
- B. Budget Summary
- C. Scope of Services
- D. Worker's Compensation Insurance
- E. Conflict Statement

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - The Agency will maintain narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The Agency will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The Agency will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Such other records as may be required by the County and/or HUD.

C. CAPITAL OUTLAY: Not Applicable

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$ -0-

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD

\$ 10,839.45

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$
4. County (CDBG)	\$ 10,839.45
5. In-Kind Service & Supply	\$
6. Other (detail) private	
7. Subtotal	\$
8.	
9. TOTAL PROJECT COST	\$ 10,839.45

*Includes match for other activities including case management services.

III. AUTHORIZATION:

Date

Christ L. Markus
Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section on

_____, 19____ by _____.

Signature

SCOPE OF SERVICES

See attached budget summary (Exhibit B) for specific breakdown of budget line items.

The scope of the services and terms to be performed under this contract consist of the following:

1. Project activities will commence upon contract execution and will terminate on June 30, 1996.
2. The Senior Job Center will provide environmental health and safety repairs and services described below relative to the Senior Home Repair:
 - A. Provide employment for elderly workers on a part time and/or short-term basis.
 - (1) Maintain a list of qualified, competent older workers.
 - (2) Provide to the workers any needed instruction on safety and neatness.
 - B. Provide home repairs and maintenance services to low and moderate income elderly and/or handicapped Multnomah County residents.
 - (1) Make available information on the program.
 - (2) As necessary, conduct a telephone or on-site evaluation of requests for services, determine the work to be performed, and assist the client on completing the necessary paperwork, including income eligibility and a work agreement which indicates scope of task to be performed.
 - (3) Select a qualified, competent older worker to perform the task.
 - (4) Verify the quality and completeness of work performed.
 - (5) Evaluate client satisfaction after work has been completed.
 - (6) Provide these services free of cost to the low and moderate income home owner. Income limitations will be the same as those used by Multnomah County Community Development Division.
 - (7) Limit the amount of materials and services cost per client per job to \$500 unless permission is received from Community Development Division prior to beginning work.

- (8) Limit services to home owner occupants unless permission is received from Community Development Division prior to beginning the work.
 - C. The program is available to any older person who is not able to obtain the needed services through relatives, friends, or established businesses.
 - D. Tasks which can be performed under this program include minor home repairs that eligible persons cannot do for themselves.
 - E. Worker, labor and materials expenses will be covered by Community Development Division funding.
 - F. Local travel for the evaluators will be covered by CDD funding.
 - G. Operating and/or staff expenses incurred by the Center over and above those listed above are not included in this agreement and shall not be funded through this program.
 - H. Any reallocation of funding between budgeted line items shall be approved by Community Development Division.
 - I. Any changes to this scope of services shall be approved in writing by the Community Development Division.
- 3. Payments will be made by the County upon receipt of a properly executed Invoice for Services and a report describing progress in meeting program goals. Any unexpended or unobligated funds remaining as of June 30, 1996 may be required to be returned to the County.
 - 4. Agency agrees to submit a final report to County documenting expenditures up to the contract amount.
 - 5. Agency agrees that billing to the County shall be supported by dated, signed documentation in the form of time sheets, receipts and bills for other expenses pertinent to the CDBG project. Invoices shall be submitted to the County Community Development Division (2115 SE Morrison Street, Portland, OR 97214). Reports and Invoices shall continue to the end of the contract term including that period after which the County shall have paid the full contract amount. The County, the U.S. Department of Housing and Urban Development, and their authorized representatives shall have access to the books, documents, papers and records of the Agency which are directly pertinent to the CDBG program for the purpose of making audit, examination, excerpts and transcripts.

6. Agency recognizes that the County is responsible for monitoring program implementation and the fiscal and service performance of the Agency and agrees to modify program operations as necessary to comply with the General and Special Conditions of this contract.
7. The project will be coordinated by Agency staff according to Part I, number 4 of this Agreement, and in compliance with Office of Management and Budget Circular A-102 and all other federal, state and local laws. Responsibilities of project coordination shall include but not be limited to the following:
 - (a) The Agency is solely responsible for the conduct of its program, its employees and agents shall not be deemed employees or agents of the County.
 - (b) The Agency will designate a person or persons to provide project management. The manager will review progress and quality of the work and will determine if the results of the project are in accordance with this Agreement and the Application Documents. The manager will endeavor to guard the County and Agency against apparent defects and deficiencies in the work.
 - (c) The Agency will perform all necessary and customary functions in the management and supervision of Agency personnel for all work performed under the Agreement.
 - (d) Project activities will be completed in compliance with the terms of this Agreement and the regulations applicable to this program. Specific project activities which trigger formal procedural regulation include the following: Subcontracting, Conflict of Interest, Procurement, Nondiscrimination, and Public Information.

WORKER'S COMPENSATION STATEMENT

for

SENIOR JOB CENTER

I certify that all labor necessary to complete the services described in the attached contract will be performed by the contractor only through Charles P. Wyland, Curt J. Markus, Marie Therese Flanagan and Justin P. Berlureau; and that as employees of the Senior Job Center all three individuals are covered by Workers Compensation Insurance Policy issued to Special Mobility Services. Senior Job Center has no other employees and no employees of any other employer will provide services in the performance of the attached contract.

Dated this 15 day of Aug., 1994.

Curt J Markus

Senior Job Center

CERTIFICATE OF INSURANCE

COMPANY:

SAIF Corporation
15333 SW Sequoia Parkway
PO Box 2775
Portland, OR 97208-2775

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:

Special Mobility, Services
2101 NE Flanders St.
Portland, OR 97232

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICY.

POLICY NO.	POLICY EFF DATE	POLICY EXP DATE	LIABILITY LIMITS
489677	07/01/94	06/30/95	(in thousands)
WORKERS' COMPENSATION	STATUTORY		
EMPLOYERS' LIABILITY	\$100	(each accident)	
	\$100	(each employee)	
	\$500	(Disease, Policy)	

OTHER COVERAGE AFFORDED:

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS

All Operations

If you have questions, please call 598-5733. An account assistant will help you.

CERTIFICATE HOLDER:

Housing And Community Development
Attn: Karen White
2115 SE Morrison, Multnomah County
Portland, OR 97214

AUTHORIZED REPRESENTATIVE:

Richard B. Evans

jke

Issue Date (06/28/94)

MED
SURED
LING
DRESS

RENT A GRANDPARENT
DBA: SENIOR JOB CENTER
12000 SW 49TH
PORTLAND, OR 97219

AMENDED DECLARATIONS

EFFECTIVE: 06-29-94

POLICY NUMBER 02-BO-409429-3
RENEWAL OF 02-BO-409429-2 06-92

POLICY PERIOD FROM 06-29-94 TO 06-29-95 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

FORM OF
BUSINESS: CORPORATION

AGENT
NAME
AND
ADDRESS INSURANCE PLANNING SERVICE
700 NE MULTNOMAH #396
PORTLAND, OR 97232

36-40477 (002) (503) 233-5302

THE CHANGE IN YOUR POLICY RESULTS IN AN ADDITIONAL PREMIUM OF \$5.00.
PLEASE REFER TO YOUR ENCLOSED BILLING STATEMENT FOR THE AMOUNT
CURRENTLY DUE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU
TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ADDITIONAL INSURED
CITY OF PORTLAND
ATTN: BARBARA MADIGAN
808 S W 3RD #600
PORTLAND, OR 97204

ADDITIONAL INSURED
WASHINGTON COUNTY H C D
ATTN: HANK MARCH
155 N FIRST AVENUE
HILLSBORO, OR 97124

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS POLICY:

P0407(0187) ADD INS ST OR POL SUBDIVISIONS
P0006(1292) LIABILITY COVERAGE FORM
L0139(1091) OREGON CHANGES
L7201(0392) COMPANY COMMON POL CONDITIONS
P0002(1292) SPECIAL PROPERTY COVERAGE FORM
P7072(0793) BOP ULTRA PROPERTY PLUS
P0404(1292) HIRED AND NON-OWNED AUTO LIAB
P7057(0593) ADDL INSD DESIGNATED PERSON

IL0003(0689) CALCULATION OF PREMIUM
BP0009(0689) COMMON POLICY CONDITIONS
IL0279(0692) OREGON CHANGES-CANCEL & NONREW
IL7203(0792) OREGON CHANGES-CANC & NONRENEW
BP7635(0589) BOP ULTRA PLUS LIABILITY ENDT
BP0403(0187) ACCOUNTS RECEIVABLE COV
BP7030(0390) VALUABLE PAPERS & RECORDS COV

POLICY DECLARATIONS EXTENSION

NAMED INSURED: RENT A GRANDPARENT

POLICY NUMBER: 02-BO-409429-3

REMISES	1	12000 SW 49TH	CONSTRUCTION:	FIRE RESISTIVE
BUILDING	1	PORTLAND, OR 97219	OCCUPANCY:	REFERS JOBS TO SENIOR CITIZENS

APPLICABLE TO THESE PREMISES	LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 250 APPLIES	
BUSINESS PERSONAL PROPERTY	\$ 12,000
BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS)	ACTUAL LOSS SUSTAINED
DEDUCTIBLE: NONE	
CIVIL LEGAL LIABILITY (ANY ONE FIRE OR EXPLOSION)	\$ 50,000
DEDUCTIBLE: NONE	
OUTDOOR SIGNS (DEDUCTIBLE: \$ 250)	\$ 5,000
ACCOUNTS RECEIVABLE	\$ 5,000
VALUABLE PAPERS AND RECORDS	\$ 5,000

POLICY DECLARATIONS EXTENSION

NAMED INSURED: RENT A GRANDPARENT

POLICY NUMBER: 02-BO-409429-3

APPLICABLE TO ALL PREMISES YOU OWN, RENT OR OCCUPY	LIMITS OF INSURANCE
BUSINESS LIABILITY: LIABILITY AND MEDICAL EXPENSES MEDICAL EXPENSES (ANY ONE PERSON) AGGREGATE LIMITS: PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT ALL OTHER INJURY OR DAMAGE (ALL OCCURRENCES) UNINSURED AUTO AND NON-OWNED AUTO LIABILITY	\$ 1,000,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 SEE BUSINESS LIABILITY
TOTAL TERM PREMIUM	\$ 255.00

POLICY DECLARATIONS EXTENSION

NAMED INSURED: RENT A GRANDPARENT

POLICY NUMBER: 02-BO-409429-3

ADDITIONAL INSURED
MULTNOMAH COUNTY
PREMISES 001 ATTN: KAREN WHIPPLE
2115 S E MORRISON
PORTLAND, OR 97214

ADDITIONAL INSURED
CITY OF GRESHAM H C D
PREMISES 001 ATTN: PETE VON CHRISTIERTSON
133 N W EASTMAN PARKWAY
GRESHAM, OR 97030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

BP 70 57 05 93

BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name of Person or Organization:

City of Portland
Washington County
Multnomah County
City of Gresham

WHO IS AN INSURED (Section C) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

CONFLICT STATEMENT

For all contracts in excess of \$1,000

NOTE: FAILURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST
MAY RESULT IN CONTRACT CANCELLATION

PART A

I certify that, to the best of my knowledge, no owner, investor, or employee of this organization has a familial or financial relationship, as defined below, with any County employee(s) or official(s) who have responsibility for processing, awarding, funding, or monitoring this contract.

Familial relationships include spouse, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, fathers-in-law, mothers-in-law, sisters-in-law, or brothers-in-law.

Financial relationships include involvement of persons in the same partnership, joint venture, company, corporation, association, or any other organization or group of persons which could result in a monetary benefit to the enterprise or persons involved.

Signed Carl J. Mark Date 8/15/94

PART B

I certify that the following is a complete list of familial and financial relationships, as defined above, between any owners, investors, or employees of my organization and any County employees or officials with responsibility for processing, awarding, funding, or monitoring this contract.

<u>Name of Related Owner, Investor, or Employee</u>	<u>Nature of Relationship</u>	<u>Name of County Employee or Official</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed _____ Date _____

FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR REJECTION.

MEETING DATE: MAR 30 1995

AGENDA NO.: R-3

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Public Health Week Proclamation

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 30, 1995

Amount of Time Needed: 10-15 minutes

DEPARTMENT: HEALTH DIVISION: Regulatory Health

CONTACT: Gary L. Oxman, M.D. TELEPHONE #: 248-3674 ext. 2640

BLDG/ROOM #: 160/8/HD

PERSON(S) MAKING PRESENTATION: Gary L. Oxman

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Proclamation approval requested in order to participate in the Nationwide celebration of Public Health Week.

330 ORIGINAL & COPY TO DR GARY OXMAN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

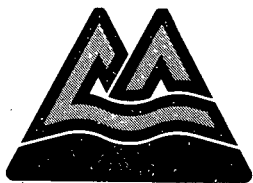
Or

DEPARTMENT MANAGER: [Signature] / Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1995 MAR 20 AM 9:54
MULTNOMAH COUNTY
CLERK OF BOARD OF
COUNTY COMMISSIONERS
OREGON



MULTNOMAH COUNTY OREGON




HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM:  Gary Oxman, MD, MPH, Health Officer

DATE: March 16, 1995

AGENDA DATE: March 30, 1995

SUBJECT: Public Health Week Proclamation

I. Recommendation:

Recommend approval of attached proclamation declaring the week of April 3 - 9 as Public Health Week in Multnomah County.

II. Background/Analysis:

Public Health Week has been celebrated by a number of states and local jurisdictions across the U.S. over the past few years. This is the first year in which there has been a major effort to have a national celebration.

The purposes of Public Health Week are to 1) communicate with and raise awareness among the general public about the importance, value, and accomplishments of our public health system; and 2) allow workers in public health to celebrate their accomplishments and commitment to serving the community.

III. Financial Impact:

None

IV. Legal Issues:

None

V. Controversial Issues:

None, unless there is undue public sensitivity to government communicating its goals and

accomplishments.

VI. Link to Current County Policies:

Supports RESULTS Campaign and other "good government" efforts to promote knowledge of county government actions and involvement of the public/customers in services.

VII. Citizen Involvement:

Health Department will brief its Community Health Council, and will involve members in appropriate activities. Also, the Department is planning an effort to have several stories about public health issues and accomplishments appear in the print and electronic media during Public Health Week.

VIII. Other Government Participation:

Governor Kitzhaber will issue a proclamation, and president Clinton is also likely to do so.

Many counties across the state will issue similar proclamations and will be involved in active public information efforts.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming April) P R O C L A M A T I O N
3 through 9, 1995 as Public Health) 95- 60
Week in Multnomah County)

WHEREAS, promoting, protecting and preserving the health and quality of life of the people of Multnomah County is a major goal of county government; and

WHEREAS, public health programs benefit everyone in our community, not just those people who receive direct services; and

WHEREAS, public health services complement and support other health services, and are essential for a strong health care system; and

WHEREAS, public health activities guard against infectious diseases, environmental and workplace hazards, chronic diseases, unintentional injuries, and violence; and

WHEREAS, prevention strategies improve infant mortality rates and childhood immunization rates, promote child and adolescent health, prevent teen pregnancies, and reduce child abuse; and

WHEREAS, educating and encouraging people to adopt healthy behaviors helps them attain well-being and prevents chronic illness and premature death; and


WHEREAS, Multnomah County's public health system is crucial to achieving the vision of healthy people living in a healthy community; now therefore

The Multnomah County Board of Commissioners HEREBY PROCLAIMS April 3 through 9, 1995 as **PUBLIC HEALTH WEEK** in Multnomah County, Oregon, and calls upon the people of Multnomah County to celebrate with activities that promote health and acknowledge the benefits of our public health system to our residents.

APPROVED this 30th day of March, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

MEETING DATE: MAR 30 1995
AGENDA NO.: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation: April, 1995 as Earthquake Preparedness Month

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: March 23, 1995

Amount of Time Needed: 5 min

DEPARTMENT: Non-Departmental

DIVISION: Emergency Management

CONTACT: Joy Tumbaga

TELEPHONE #: 251-2468

BLDG/ROOM#: 313-204

PERSON(S) MAKING PRESENTATION: Joy Tumbaga

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request for Multnomah County Board of County Commissioners to Proclaim April, 1995 as Earthquake Preparedness Month in Multnomah County and to encourage all citizens to take a personal interest in increasing their awareness of and preparedness for the possibility of a major earthquake or other major disaster in their community, as well as taking steps to increase their safety.

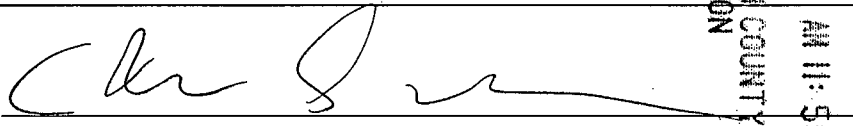
3/30/95 ORIGINAL & copy to JOY
TUMBAGA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 17 AM 11:59
MULTNOMAH COUNTY
OREGON

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOY TUMBAGA
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: MARCH 2, 1995

REQUESTED PLACEMENT DATE: MARCH 23, 1995

RE: Proclamation: April, 1995 "Earthquake Preparedness Month"

I. Recommendation/Action Requested:
(Concise listing of recommendation/action requested.)

Approve Proclamation to declare "April 1995 as Earthquake Preparedness Month"

II. Background/Analysis:
(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)

For the past two years (1993 & 1994) the Board of County Commissioners has proclaimed April as Earthquake Preparedness Month. The Proclamation has been focused on encouraging all citizens to take a personal interest in increasing their awareness of and preparedness for the possibility of a major earthquake or other major disaster in their community, as well as taking steps to increase their safety.

III. Financial Impact:
(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the timeline. If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)

Cost to support Earthquake Month activities has been pre-identified and budgeted into the Fiscal Year budget. This agenda item has no additional financial or budgetary impact.

IV. Legal Issues:
(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)

We are aware of no legal issues.

V. Controversial Issues:
(Policy/Political)

The County has Proclaimed April as Earthquake Preparedness Month for two consecutive years. There have been no controversial issues and we do not expect there will be any this year.

VI. Link to Current County Policies:
(Consistent/Changes Needed)

This proclamation is tied to County Benchmark #95 Community Preparedness-percentage of residences, institutions, and businesses which are prepared for an emergency by being able to sustain themselves for 72 hours. This benchmark measures the extent to which the emergency service providers have communicated with and educated the public about emergency preparedness.

VII. Citizen Participation:
(What has been the degree of citizen involvement - Formal, i.e., task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)

None

VIII. Other Government Participation:
(Does it affect another jurisdiction/county department? Do they know about it?)

None

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming April,) PROCLAMATION
1995, Earthquake Preparedness) 95- 61
Month in Multnomah County)

WHEREAS, Oregon has suffered considerable damage from several small earthquakes in the last few years; and

WHEREAS, scientific evidence indicates that Multnomah County is at risk for a major earthquake in the future; and

WHEREAS, there is currently no accurate way to predict when an earthquake will occur; and

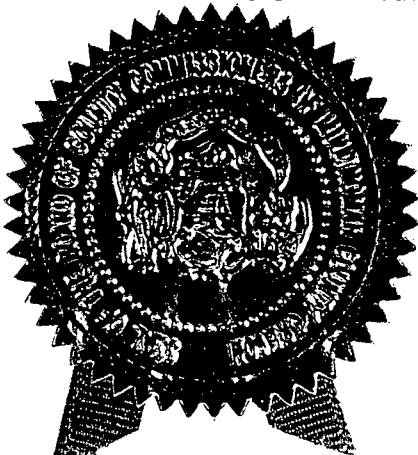
WHEREAS, the loss of life and property can be greatly reduced if appropriate earthquake preparedness measures are taken BEFORE such an earthquake occurs; and

WHEREAS, emergency management agencies and the American Red Cross will highlight these lifesaving procedures and provide earthquake safety information to citizens during the month of April; and

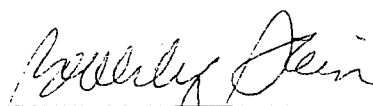
WHEREAS, because it may not be possible to overcome physical barriers caused by an earthquake; individual, family, and organizational preparedness is crucial to survival during the first 72 hours after a major disaster until relief assistance can arrive; now therefore

The Board of County Commissioners HEREBY PROCLAIMS April, 1995 as **EARTHQUAKE PREPAREDNESS MONTH** in Multnomah County, Oregon, and encourages all citizens to take a personal interest in increasing their awareness of and preparedness for the possibility of a major earthquake or other major disaster in their community, as well as taking steps to increase their safety.

PROCLAIMED this 30th day of March, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

BUDGET MODIFICATION NO.

NOND 4

(For Clerk's Use) Meeting Date

MAR 30 1995

Agenda No.

R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

03/30/95

(Date)

DEPARTMENT Management Support ServicesDIVISION Employee ServicesCONTACT Curtis SmithTELEPHONE x3113

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Curtis Smith

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification NOND 4 Requesting Authorization to Reclassify an Employee Services Specialist 1 (Training Coordinator) to a Training Administrator and add .5 Office Asst. 2 in the Training Section of the Employee Services Division.

(Estimated Time Needed on the Agenda) 10 minutes

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒

Personnel changes are shown in detail on the attached sheet

Effective June 1, 1995, reclassify Employee Services Specialist 1 (Training Coordinator) position to Training Administrator and add .5 Office Assistant 2 in the Training Section of the Employee Services Division. This reclassification and addition will be absorbed within the current Employee Services Division budget. This will be a continuing cost and there will be an Add Package submitted to continue this action for Fiscal Year 1995/96.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Date

3/13/95

Department Director

Date

Plan/Budget Analyst

Date

3-14-95

Employee Services

Date

Board Approval

Date

3/30/95

Donald H. Winkley

3/13/95

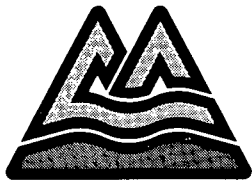
NOND 4

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

BUDMOD1



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager 

DATE: March 10, 1995

REQUESTED PLACEMENT DATE: March 30, 1995

RE: Budget Modification No. NOND4

- I. Recommendation/Action Requested: Requesting authorization to reclassify an Employee services Specialist 1 (Training Coordinator) to a Training Administrator, and adding one-half Office Assistant 2 in the Training Section of the Employee Services Division.
- II. Background/Analysis: The County has recently launched a high performance government initiative named RESULTS, which will empower managers and employees to provide quality service through valuing innovation, improving responsiveness, and practicing continuous quality improvement. Our goal is to become customer-focused and to emphasize timely, accountable and measurable performance in order to meet County benchmarks and key program objectives. The County also is implementing a new exempt pay ordinance that requires new skills for managers and employees in evaluation and accountability techniques.

We propose establishing a Human Resource Development Program, to be led by an administrator reporting to the Employee Services Division Manager. This Program and position are in the Employee Services Division, which provides comprehensive human resource services in recruitment, hiring, classification, compensation, training, manager consultation, and benefits administration.

The mission of Employee Services is changing, and will be to create a comprehensive human resources support system for the County's high performance initiatives. The Division will be challenged to streamline, simplify, decentralize, or otherwise modify personnel functions and processes as needed in order to maximize training resources and support an environment devoted to excellence.

A primary and key focus will be Human Resource Development in order to provide a comprehensive program of managerial development and employee training that will equip the County's workforce to deliver quality services to the community. The training program must provide managers with the tools they need in order to recruit, select, train, motivate, coach, evaluate and develop their human resources. It must also help to create a learning environment, where continuous learning is the norm, and where employees develop their skills and talents and acquire the ability to continuously improve their delivery of services.

The new Training Administrator will work closely with the Employee Services Manager and the Chair's Office in developing the optimum organizational design for the County's human resource development services. Specifically, the administrator will work in collaboration with stakeholders to completely redesign the County's training programs, to develop a comprehensive managerial and employee training program, and to provide other assistance as necessary to transform the organization to a learning and high performance organization that emphasizes accountability and flexibility.

This position will provide the kind of support needed in an environment of rapid change and continuous quality improvement.

Qualifications for the position will emphasize comprehensive knowledge of continuous quality improvement; human resource management, training and development, and organizational development.

Recruitment will be targeted nationally, including various quality organizations and contacts, and high tech arenas. Must emphasize desire for progressive individual who embraces change as an opportunity, and who views the public and County managers and employees as customers.

- III. Financial Impact: \$ 3,454 is needed for the balance of 1994-95. (The annualized amount is \$41,446.) The Chair has committed to identifying these funds within the overall MSS 1994-95 budget.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Reclassification will enable us to staff the position with an person capable of taking on many of the new leadership responsibilities for developing and implementing quality improvement training, as well as managing the new liaison responsibilities with departmental training under Executive Order 220.
- VII. Citizen Participation: None.
- VIII. Other Government Participation: Position will interface with training units in other government agencies, to coordinate efforts when economies of scale can be achieved.

BUDGET MODIFICATION NO. NOND 9(For Clerk's Use) Meeting Date MAR 30 1995
Agenda No. R-6**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____**DEPARTMENT Nondepartmental

(Date)

CONTACT Delma FarrellDIVISION Chair's Office

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD

TELEPHONE 248-3953Sharon Timko**SUGGESTED****AGENDA TITLE** (to assist in preparing a description for the printed agenda)

Budget Modification Nond No. 9 increases the Professional Services (6110) line item within Org. 9385 Policy and Legislative Support by \$3500 from Portland General Electric Co. for facilitation and consultation services regarding development of a tax abatement plan and policy.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Increases Org. 9385 Policy and Legislative Support, by \$3500 from Portland general Electric to partially fund facilitation and consultation services regarding development of a tax abatement plan and policy.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Revenue is increased by \$3500

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) \$ _____
(Date)

After this modification

\$ _____

Originated By <i>Delma Farrell</i>	Date 3/23/95	Department Manager <i>Dorothy Steiner</i>	Date 3/23/95
Budget Analyst <i>David C. Warren</i>	Date 3/23/95	Personnel Analyst	Date
Board Approval <i>Deborah C. Boast</i>		Date 3/30/95	

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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100 050 9385

6110

3500 -

TOTAL EXPENDITURE CHANGE

3,500

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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100 050 9385

3,500

Grant from PGE

TOTAL REVENUE CHANGE

3,500

TOTAL REVENUE CHANGE



Portland General Electric Company

RECEIVED

APR 03 1995

BEVERLY L. J.
MULTNOMAH COUNTY CHAIR

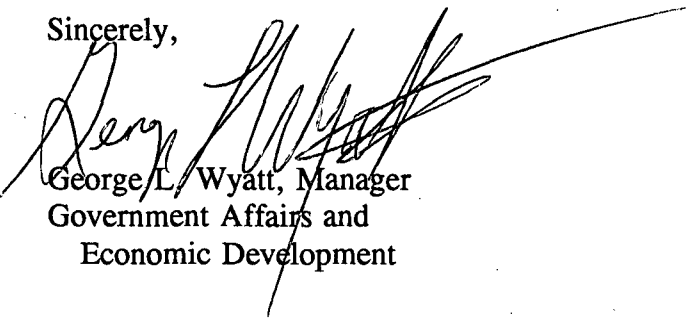
March 20, 1995

Beverly Stein
Multnomah County Chair
Portland Building, Room 1515
1120 SW Fifth Avenue
Portland, OR 97204

In the past few weeks, Sharon Timko and I have had some productive conversations about private/public partnerships. As a direct follow-up to these conversations, we are pleased to be able to present you with a check for \$3,500. Please direct \$2,500 to help pay for the consultant to develop the strategic investment policy and \$1,000 to help pay for the facilitator to facilitate the stakeholder discussions.

We support your effort to engage the appropriate stakeholders and to develop a policy that can be adopted by other cities.

Sincerely,



George L. Wyatt, Manager
Government Affairs and
Economic Development

cc: Fred Miller
Sharon Timko

att: \$3,500 check

BUDGET MODIFICATION NO.

MCSO #14

MAR 30 1995

(For Clerk's Use) Meeting Date

Agenda No.

R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's OfficeDIVISION Corrections, ServicesCONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to reclassify 23 Warehouse Worker positions to Equipment/Property Technicians effective 1/25/93.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will reclassify 23 warehouse worker positions in the Property, Commissary, and Equipment Units of the Sheriff's Office. The new classification is called Equipment/Property Technicians. Pay ranges are 12-17% higher than the old classification.

The modification appropriates the increased wage rates for all 23 positions (3 of which are currently vacant) beginning 4/1/95. It also appropriates funds for retroactive pay dating back to 1/25/93 for the 20 current employees. The total cost is \$214,815, with \$26,151 coming out of Inmate Commissary operations, and the remaining \$188,664 coming from general fund contingency.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase cash transfer to insurance fund \$9,972.

Increase general fund cash transfer to levy fund \$39,292.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

\$ _____

After this modification

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

MC50#14

BUDGET FY:

BUDGET FY:

MCSO # 14

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

BUDMOD1

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. MC 50# 14 2. Amount requested from General Fund Contingency: \$188,664

3. Summary of request:

Request to pay for reclassification of 23 positions. Amount would include retro pay for pay back to 1/25/93.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? no
If so, when? _____

If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

It was not anticipated.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other departmental sources of funds available?

The Sheriff's Office budget is expected to be spent at at least 100%

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated apyback to the contingency account.

None.

8. This request is for a Quarterly _____, Emergency x review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Signature of Department Head/Elected Official

Date

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS
FROM: JOHN BUNNELL, Sheriff
TODAY'S DATE: March 9, 1995
REQUESTED PLACEMENT DATE: March 16, 1995
RE: RECLASSIFICATION OF WAREHOUSE WORKER POSITION

I. Recommendation/Action Requested: Request Board approval for two items:

1. Reclassification of Warehouse Worker to Equipment/Property Technician.
2. Approval of budget modification to increase personnel services line items by \$214,815 in the MCSO budget and reduce general fund contingency by \$188,664, and the Inmate Welfare Fund by \$26,151.

II. Background/Analysis:

On January 25, 1993, the Warehouse Workers in the Multnomah County Sheriff's Office requested a reclassification audit through the County Personnel Office. Over the course of two years the position was audited, new job description written and salary ranges adjusted. The results of that audit created a job title of Equipment/Property Technician and resulted in a wage increase of 12-17% for 23 Warehouse Workers. Since the request was made in 1993, retroactive pay must be made back to that date. This modification would approve the reclassification and appropriate funds from contingency to pay for the wages increase and retroactive pay.

III. Financial Impact:

The request is for \$188,664 from the General Fund contingency, and for \$26,151 from the Inmate Welfare Fund contingency.

IV. Legal Issues:

The employee reclassification process is defined in the Local 88 Contract, Article 23.

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

County Personnel Office

BUDGET MODIFICATION NO.

DCC 4

(For Clerk's Use) Meeting Date

MAR 30 1995

Agenda No.

R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT DCCDIVISION DCC AdministrationCONTACT Norm MonroeTELEPHONE 248-3962

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfers \$3,000 from contingency to the DCC Administration budget to hire a facilitator
for a System Analysis Phase 1, working with the Public Safety Jail Task Force.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This contract cost represents the initial phase of a broader criminal justice systems impact analysis.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

CLERK OF
COUNTY COMMISSIONERS
1995 MAR 20 AM 9:55
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General

Fund Contingency before this modification (as of

3/2/95)1,846,064

Date

After this modification / \$ 1,843,064

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

DCC 4

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	021	2110			6110			3,000		Professional Services
		100	045	9120			7700			(3,000)		General Fund Contingency
TOTAL EXPENDITURE CHANGE										0		

REVENUE

TRANSACTION EB GM[]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0		

MEETING DATE: MAR 30 1995

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovt. Agreement with City of Gresham for Vance Park Maint.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 23, 1995

Amount of Time Needed: 5-10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Thomas TELEPHONE #: 248-3838
BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: Bob Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of an IGA with the city of Gresham for maintenance of Vance Park. The county owns the Vance Park property, and Gresham has maintained it in the past through an agreement with the Park Services Division (now known as Metro Parks & Greenspaces). The amount of revenue required for maintenance is not to exceed \$7,000.00 from the county Road Fund.

3/31/95 ORIGINALS TO Robert Thomas

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams / Linda Donald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN. PL

RTCK0953.AGEN

6/93

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 23 PM 2:56
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry Nicholas, P. E.,
Transportation Division Director

TODAY'S DATE: March 6, 1995

REQUESTED PLACEMENT DATE: March 23, 1995

RE: Adoption of IGA between Multnomah County and the City of
Gresham for Vance Park Maintenance Services

I. Recommendation/Action Requested:

The Transportation Division recommends the Board adopt this Intergovernmental Agreement with the City of Gresham for maintenance of Vance Park. Vance Park is the property of Multnomah County, purchased by the County Road Fund for its underlying gravel resources. Under terms of this agreement, Gresham will provide park maintenance services for the County.

II. Background/Analysis:

During prior years, Multnomah County's Park Services Division prepared a similar IGA to have Gresham provide the same services upon the Vance Park property. Since the Parks Services Division was transferred to METRO earlier this year, it became necessary for the Transportation Division to redraft the existing IGA for the current year's services. Park maintenance activities are limited to repairs to existing facilities, landscape maintenance, brush clearing, and tree hazard mitigation.

III. Financial Impact:

Current fiscal year's revenue required for this agreement is \$7,000 to be funded from the County Road Fund. No additional appropriations or budget modifications will be necessary.

IV. Legal Issues:

None.

V. Controversial Issues:

None; these same services have been contracted from the city of Gresham at this location since 1988.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Multnomah County no longer provides park maintenance services of any kind. The city of Gresham has provided these same services for the county for several years and is willing to continue this arrangement.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301825

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-9</u> DATE <u>3/30/95</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Environmental Services Division Transportation Date March 7, 1995Contract Originator Robert C. Thomas Phone 248-3838 Bldg/Room #425/YeonAdministrative Contact same as originator Phone " " Bldg/Room " "

Description of Contract Intergovernmental Agreement with the city of Gresham for maintenance of Vance Park. Maintenance will include limited facility repairs, landscape maintenance, brush clearing, & tree hazard mitigation, for a sum not to exceed \$7,000 annually, at county-owned property.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of GreshamMailing Address 1333 NW Eastman ParkwayGresham, OR 97030Phone 669-2403

Employer ID# or SS# _____

Effective Date Upon executionTermination Date Upon terminationOriginal Contract Amount \$ 7,000.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ NOT TO EXCEED: 7,000.00**REQUIRED SIGNATURES:**Department Manager Betsy Williams / [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

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

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ as billed ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 3/15/95

Date _____

Date 3/28/95Date March 30, 1995

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY
AND THE CITY OF GRESHAM FOR VANCE PARK SERVICES**

THIS AGREEMENT is entered into under the authority of Chapter 190 of the Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (CITY), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon (COUNTY). The purpose of this agreement is to assure continued recreational use of Vance Park.

WHEREAS, Multnomah County possesses a 20-acre developed neighborhood park at S.E. 182nd Avenue and S.E. Mill Street known as Vance Park No. 58; and

WHEREAS, the Park property was purchased by County Road Fund monies for its underlying gravel resources, and the County shall retain fee simple ownership of the quarry property; and

WHEREAS, the City urban services area policy in Section 10.410 of the City *Community Development Plan* requires the City to provide urban level services to newly annexed areas, where feasible. Park maintenance services to recently annexed Vance Park is one such service; and

WHEREAS, the County has adopted Resolution A which states in part that the County will reduce its level of delivery of municipal services, including neighborhood park services in unincorporated urban areas; and

WHEREAS, O.R.S. 190.010 et seq. provides for intergovernmental agreements between units of local government to allow the performance of functions or activities by one unit of local government for another; and

WHEREAS, O.R.S. 190.020 requires that an intergovernmental Agreement contemplating the performance of functions or activities by one unit of local apportionment of funds between the parties; and

WHEREAS, while Vance Park remains in recreational use, the County desires that the City undertake Park maintenance and administrative responsibilities, to include seasonal scheduling of soccer and softball fields.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

- I. The City shall provide park maintenance and administrative duties at the level and in the amounts set forth in Addendum No. 1.
- II. The City shall submit monthly itemized statements for actual costs incurred to date on the basis of prevailing salary rates for each classification. Normal pay additives and equipment rental, provided that compensation to the City shall not exceed \$7,000.00 per year during the effective period of this agreement.
- III. If County fails to transfer park maintenance funds to the city for Vance Park services, the City shall have no obligation to maintain and administer Vance Park.
- IV. The City shall make no new improvements other than those identified in Addendum No. 1 or remove any existing improvements without prior written approval by the County Transportation Director.
- V. The City shall provide new park identification signs that show the County and the City as jointly responsible for the park facility, with prior approval by County Transportation Director.
- VI. All existing equipment, utility systems, appurtenances, and natural resources at Vance Park shall remain the property of the County.
- VII. Subject to the limits of the Oregon Tort Claims Act, each party to this agreement shall be responsible for the action of its own employees or agents for all claims arising out of the use or maintenance of Vance Park.
- VIII. This agreement shall become effective upon the date of approval by both parties.
- IX. This agreement may be renewed annually by City and County by a written renewal agreement.

HEREBY AGREED:

CITY OF GRESHAM

By Gussie McRobert
Gussie McRobert, Mayor

DATED: 12/21/94

By [Signature]
City Manager

Approved as to Form:

By Matthew R Bauman
& Thomas Sponsler, City Attorney

RTCK0865.AGR

COUNTY OF MULTNOMAH

By [Signature]
Beverly Stein, County Chair

DATED: March 30, 1995

Reviewed:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By [Signature]
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 3/30/95
DEB BOGSTAD
BOARD CLERK

ADDENDUM NO. 1

VANCE PARK MAINTENANCE COSTS

**City of Gresham
Park Maintenance Division**

FY 94-95

ACTIVITY	LABOR	EQUIP.	MATERIAL	TOTAL
Mowing	\$2,880	\$3,850	\$245	\$6,975
Mech/Chem Edging	140	130	40	310
Fertilization	90	90	360	540
Selective Weed Spraying	120	90	185	395
Safety Inspections/ Garbage	1,040	130	400	1,570
Tennis Court Repairs	140	50	250	440
Tree Hazard Mitigation	960	300	75	1,335
Pathway Sweeping	140	215	20	375
Painting/Staining	480	55	120	655
Brush Clearing	800	425	180	1,405
TOTALS	\$6,790	\$5,335	\$1,875	\$14,000

Maintenance costs are to be shared equally between the City of Gresham and Multnomah County.

RTCK0865.AGR

MEETING DATE: ~~MAR 23 1995~~ MAR 30 1995

AGENDA NO: ~~R-2~~ R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proposed Ordinance Amending MCC 5.10.250 (Grave Prices)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: May 23, 1995 (first reading)

Amount of Time Needed: 10 minutes

DEPARTMENT/OFFICE: Environmental Services DIVISION: Administration

CONTACT: Betsy Williams TELEPHONE #: 248-5012

BLDG/ROOM #: 412/206

PERSON(S) MAKING PRESENTATION: Charles Ciecko (Metro)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Proposed amendment to MCC 5.10.250 (Pioneer Cemetery Grave Prices) is based on October 1994 survey of grave prices charged at privately owned cemeteries in the Portland area and is intended to keep Pioneer Cemeteries competitive with the private sector.

3/31/95 copies to Betsy Williams & Ordinance Distribution List

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 MAR 14 PM 4:15
MULTIOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Proposed Ordinance Amending MCC 5.10.250
Effective Date: May 1, 1995

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

Increase prices for graves in County-owned Pioneer Cemeteries. Proposal is based upon a survey (attached) of privately-owned cemeteries in the Portland area and intended to keep County prices competitive with the private sector.

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

To our knowledge, only Oregon City's Mt. View is owned and operated by any other local jurisdiction. Proposed increases are in line with their current rates.

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

Based on the survey which has conducted in October 1994, we believe the proposed prices fall on the low end of the price range of available interment plots.

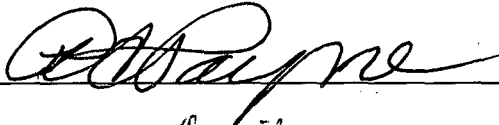
What is the fiscal impact, if any?

This price increase along with proposed service fee increases which are handled administratively will raise additional \$25,000 - \$30,000 annually.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: _____



Planning & Budget Division (if fiscal impact): _____



Department Manager/Elected Official: _____



PIONEER CEMETERIES COMPARATIVE FEE SURVEY - OCTOBER 1994

	Crescent Grove	Forest Lawn	Lincoln	Mt. Calvary	Riverview	Rose City	Skyline	Sunset Hills	Mt. View Ore. City	Pioneer Cemeteries	Proposed
Grave Prices	\$425-600	\$750-850	\$860-1,195	\$545-965	\$575-1,250	\$820-1,600	\$550-1,600	\$550-1,175	\$500-650	\$350-475	\$450-600
Cremation Graves	None	\$450	\$2,397 (2)	\$400 (2)	\$325-795	\$400 (2)	\$670 (1)	\$350	None	\$250	\$300
Grave Opening, Closing Adult Liner/Vault	\$450	\$395	\$525	\$520	\$550	\$475	\$540	\$495	\$475	\$395	\$450
Adult Line, State Size	\$325	\$380	\$490	\$355	\$395	\$320	\$415	\$385 4 pc* \$565 1 pc*	\$250	\$290	\$325
Grave Opening, Closing Cremation	\$225	\$95	\$210	\$250	\$250	\$395	\$280	\$275	\$250	\$250	\$275
Cremation Box	\$50	\$95	\$125-185 Sealed Vault Only	\$75	\$145	-	\$230	-	-	-	-
Overtime Saturday	\$150	No Charge	No Charge	\$210	\$295 AM \$590 PM	\$190	\$270	\$205	\$250	\$200	\$225
Overtime Sunday	\$200	No Charge	\$250 Sun. or aft 3:30	No Sunday	\$950 AM \$1,245 PM	No Sunday	No Sunday \$400 insist		No Sunday	\$250	\$275
Additional Fees - Recording, etc.	-	-	\$35	-	-	\$125	-	\$125	-	-	-
Basic Fee Open, Close, using liner Not including Grave	\$775	\$775	\$1,050	\$875	\$945	\$920	\$995	\$1,005	\$725	\$685	\$775
Same as above with least expensive grave	\$1,200	\$1,525	\$1,910	\$1,420	\$1,520	\$1,740	\$1,795	\$1,555	\$1,225	\$1,035	\$1,225
											pcs.fs

* LTD

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY
ORDINANCE NO. 813

(Language in brackets[] is to be deleted; underlined language is new)

An Ordinance in the matter of increasing cemetery rates for county cemeteries,
amending Multnomah County Code 5.10.250.

Multnomah County ordains as follows:

Findings.

- (A) A survey of grave sale fees involving eight (8) privately owned Cemeteries and one (1) Publicly owned Cemetery in the Portland Metropolitan area indicates that County Grave Plots are under-priced.
- (B) The proposed increase in grave prices will bring the County in line with privately and publicly owned and operated cemeteries.

Fees.

Multnomah County Code 5.10.250 is amended to read as follows:

5.10.250 Fees for memorials and cemeteries.

- (A) For the services of the Department of Environmental Services in connection with memorials, cemeteries, and related matters, the grave fees shall be:

Type of Service	[Fee]	<u>Fee</u>
Grave Price Range	[\$350 - \$475]	<u>\$450 - \$600</u>
Cremain Graves	[\$250]	<u>\$300</u>
Child Graves	[\$150]	<u>\$175</u>

All service fees may be set by the Director of the Environmental Services to reflect the true cost, plus overhead, of the services provided.

1
2 (B) The Director of Environmental Services may waive fees for grave sales
3 and burial services in situations of extreme financial hardship. All
4 waivers or exemptions shall be written by order setting forth the facts to
5 justify the waiver or exemption.
6
7

8 Adopted this 30th day of March 1995, being the date of its second
9 reading before the Board of County Commissioners of Multnomah County, Oregon and shall
10 become effective on May 1, 1995.
11



12 BOARD OF COUNTY COMMISSIONERS
13 FOR MULTNOMAH COUNTY OREGON
14

15
16
17 By 

18 Beverly Stein, Chair

19 REVIEWED:

20
21 By 

22 LAURENCE KRESSEL, County Counsel
23 for Multnomah County, Oregon
24
25

MEETING DATE: MAR 30 1995

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Public Sale

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: March 30, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Richard Payne & Stephen Kelly

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of sale of ²²~~27~~ tax foreclosed properties at public auction.

Staff Report is attached.

3/31/95 copies to Stephen Kelly & Rich Payne

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 20 PM 2:59

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* *Betsy Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Rich Payne/Stephen Kelly
TODAY'S DATE: March 17, 1995
REQUESTED PLACEMENT DATE: March 30, 1995

RE: Request approval to sell attached list of tax foreclosed properties at Public Auction.

I. Recommendation/Action Requested:

Approval to sell tax foreclosed properties at Public Auction.

II. Background/Analysis:

The properties offered for sale have been acquired by Multnomah County through foreclosure for non-payment of property taxes. The properties have been offered for donation to public agencies and non-profit low income housing developers of Multnomah County, or designated for sale by the Director of Department of Environmental Services to establish fiscal stability to the Tax Title Fund.

III. Financial Impact:

Without sales of these properties in FY 1994/95, Tax Title Fund may not be able to cover projected expenditures.

IV. Legal Issues:

Before any property is sold a determination of clear title will be made. If title problems arise, the property will be removed from the sale and appropriate action taken to clear title.

V. Controversial Issues:

All property owners adjacent to properties to be sold at Public Auction will be notified.

VI Link to Current County Policies:

Ordinance 795 requires that all Tax Title Properties be made available to public agencies within Multnomah County for public use or to public and non-profit housing developers for low-income housing development.

VII. Citizen Participation:

Citizens will be able to voice concerns at public meeting conducted by the Multnomah County Board of County Commissioners.

VIII. Other Government Participation:

Properties sold at Multnomah County Auction which have City of Portland liens thereon, are subject to an Intergovernmental Agreement (26002).

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of a Public Sale of)
Properties Acquired by Multnomah) ORDER
County through the Foreclosure of) 95- 62
Liens for Delinquent Taxes)

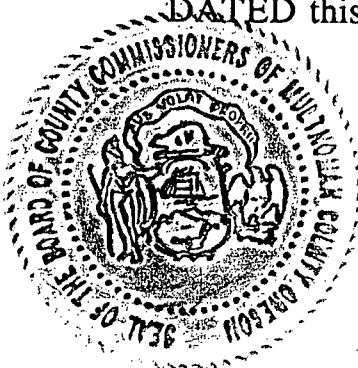
WHEREAS, the twenty-two properties listed on Exhibit A attached hereto have been foreclosed for back taxes and been deeded to Multnomah County; and

WHEREAS, the above referenced properties were offered for donation to public agencies and non-profit low income housing developers of Multnomah County in accordance with Ordinance 795, and none of the properties were accepted by the above referenced entities; and

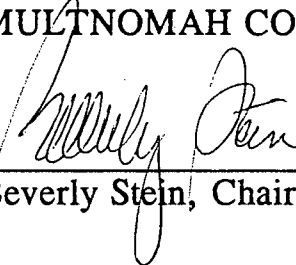
WHEREAS, it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110; now therefore

IT IS HEREBY ORDERED that the Multnomah County Sheriff be and he hereby is directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the properties described in the attached Exhibit A for not less than the minimum price set below the description of said properties, including market values of said properties.

DATED this 30th day of March, 1995.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

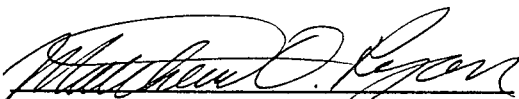

Matthew O. Ryan, Deputy

EXHIBIT A

PROPOSED PROPERTIES LISTED FOR PUBLIC SALE

TAX ACCOUNT NUMBERS:

01	LEGAL DESCRIPTION: PROPERTY LOCATION:	ATKINSONS ADD LOT 7, BLOCK 2; WEST 17' OF LOT 8, BLOCK 2 EAST OF 2558 NW. VAUGHN ST.	R04280-0150 MARKET VALUE: \$22,500.00 MINIMUM BID: \$18,000.00
02	LEGAL DESCRIPTION: PROPERTY LOCATION:	BARTONS ADD LOT 16, BLOCK 4 FORMER 10119 N. ALLEGHENY ST.	R05630-0830 MARKET VALUE: \$7,600.00 MINIMUM BID: \$5,980.00
03	LEGAL DESCRIPTION: PROPERTY LOCATION:	CENTRAL ALBINA WEST 33 1/3' OF LOT 16, BLOCK 9 FORMER 540 N. SKIDMORE ST.	R14680-1310 MARKET VALUE: \$2,000.00 MINIMUM BID: \$1,600.00
04	LEGAL DESCRIPTION: PROPERTY LOCATION:	COLLEGE PLACE LOTS 15 & 16, BLOCK 7 FORMER 9325 N. ADRIATIC AVE.	R16980-2620 MARKET VALUE: \$5,800.00 MINIMUM BID: \$4,640.00
05	LEGAL DESCRIPTION: PROPERTY LOCATION:	EAGLES NEST ADD TAXLOT #1 OF LOT 3 WEST OF 2510 SW. EAGLES NEST LANE	R22360-0150 MARKET VALUE: \$28,800.00 MINIMUM BID: \$23,040.00
06	LEGAL DESCRIPTION: PROPERTY LOCATION:	EAGLES NEST ADD TAXLOT #2 OF LOTS 3 & 4 SOUTHWEST OF 2510 SW. EAGLES NEST LANE	R22360-0180 MARKET VALUE: \$28,800.00 MINIMUM BID: \$23,040.00
07	LEGAL DESCRIPTION: PROPERTY LOCATION:	EAGLES NEST ADD TAXLOT #3 OF LOT 4 SOUTH OF 2506 SW. EAGLES NEST LANE	R22360-0200 MARKET VALUE: \$35,500.00 MINIMUM BID: \$28,400.00
08	LEGAL DESCRIPTION: PROPERTY LOCATION:	LINCOLN PARK EXC. WEST 10' TAKEN FOR UNION AVE. (MARTIN LUTHER KING JR. BLVD.), LOT 1, BLOCK 1 FORMER 3802 NE. M.L.K. JR. BLVD.	R49710-0010 MARKET VALUE: \$10,400.00 MINIMUM BID: \$8,320.00
09	LEGAL DESCRIPTION: PROPERTY LOCATION:	MT. TABOR VILLA ADD LOT 31, BLOCK 22 FORMER 338 SE. 74TH AVE.	R58940-4320 MARKET VALUE: \$6,500.00 MINIMUM BID: \$5,200.00

EXHIBIT A

10	LEGAL DESCRIPTION: PROPERTY LOCATION:	MULTNOMAH EAST 35' OF LOT 2, BLOCK 10 1024 N. SKIDMORE ST.	R59190-1440 MARKET VALUE: \$10,600.00 MINIMUM BID: \$8,480.00
11	LEGAL DESCRIPTION: PROPERTY LOCATION:	NORTHWEST MT. TABOR TAXLOT #1 OF LOTS 15-17, BLOCK 2 FORMER 814 NE. 60TH AVE.	R61760-0470 MARKET VALUE: \$15,400.00 MINIMUM BID: \$12,320.00
12	LEGAL DESCRIPTION: PROPERTY LOCATION:	OVERTON PARK EXC. SOUTH 50' -SOUTH 1/2 OF NORTH 1/2 OF LOT 14, BLOCK A ADJACENT TO 5829 SE. MITCHELL ST.	R63440-1070 MARKET VALUE: \$100.00 MINIMUM BID: \$80.00
13	LEGAL DESCRIPTION: PROPERTY LOCATION:	PARADISE SPRING TRACT LOT 13, BLOCK 15 WEST OF 4614 SE. SALMON ST.	R64280-1920 MARKET VALUE: \$1,500.00 MINIMUM BID: \$1,200.00
14	LEGAL DESCRIPTION: PROPERTY LOCATION:	PENINSULAR ADD TO EAST PORTLAND LOT 33, BLOCK 5 EAST OF 2610 N. HALLECK	R65510-2130 MARKET VALUE: \$2,300.00 MINIMUM BID: \$1,840.00
15	LEGAL DESCRIPTION: PROPERTY LOCATION:	RIVERSIDE ADD LOT 9, BLOCK 1 FORMER 1736 N. KILLINGSWORTH ST.	R70960-0180 MARKET VALUE: \$11,300.00 MINIMUM BID: \$9,040.00
16	LEGAL DESCRIPTION: PROPERTY LOCATION:	STERLING ADD NORTH 20' OF LOT 4, BLOCK 2 ADJACENT TO 7224 SE. 72ND AVE.	R79500-0310 MARKET VALUE: \$3,700.00 MINIMUM BID: \$2,960.00
17	LEGAL DESCRIPTION: PROPERTY LOCATION:	PLAT OF SUNNYSIDE EAST 80' OF LOT 9, BLOCK 45 1215 SE. 34TH AVE.	R81041-1320 MARKET VALUE: \$120,000.00 MINIMUM BID: \$96,000.00
18	LEGAL DESCRIPTION: PROPERTY LOCATION:	WEST HIGHLANDS & EXT WEST 25' OF LOT 1, BLOCK 3 ADJACENT TO 1812 SW. PARKVIEW CT.	R89310-1010 MARKET VALUE: \$1,600.00 MINIMUM BID: \$1,280.00

EXHIBIT A

19	LEGAL DESCRIPTION: PROPERTY LOCATION:	WILLIAMS AVENUE ADD #2 WEST 1/2 OF LOT 17, BLOCK 1 FORMER 134 N. ALBERTA ST.	R91650-0430 MARKET VALUE: \$5,700.00 MINIMUM BID: \$4,560.00
20	LEGAL DESCRIPTION: PROPERTY LOCATION:	WOERNDLEVILLE SOUTH 10' OF LOT 4, BLOCK 6 CORNER OF SE. BOISE ST. & SE. 103RD AVE.	R92380-2890 MARKET VALUE: \$1,100.00 MINIMUM BID: \$880.00
21	LEGAL DESCRIPTION: PROPERTY LOCATION:	SECTION 6 1S 1E TAXLOT ##361 0.68 ACRES SW. YAMHILL DRIVE (NEAR SW. 61ST AND SW. BARNES ROAD)	R99106-3610 MARKET VALUE: \$60,400.00 MINIMUM BID: \$48,320.00
22	LEGAL DESCRIPTION: PROPERTY LOCATION:	SECTION 6 1S 3E TAX LOT #179 0.32 ACRES 2050 SE. 176TH AVE.	R99306-1790 MARKET VALUE: \$35,000.00 MINIMUM BID: \$28,000.00

MEETING DATE: MAR 30 1995

AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: GRANT OF SEWER EASEMENT TO CITY OF PORTLAND AT JUVENILE JUSTICE CENTER

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: JANUARY 26, 1995

Amount of Time Needed: 5 MINUTES

DEPARTMENT: ENVIRONMENTAL SERVICES DIVISION: FACILITIES & PROPERTY MANAGEMENT

CONTACT: BOB OBERST TELEPHONE #: 248-3851
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: BOB OBERST

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

SEE SUPPLEMENT

3/31/95 copy of ORDER & ORIGINAL EASEMENT
to Bob Oberst

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 20 PM 3:00

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Wheeler

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

TODAY'S DATE: January 6, 1995

REQUESTED PLACEMENT: January 26, 1995

RE: Approval of Grant of SEWER EASEMENT to City of Portland for expansion of sanitary sewer line on land adjacent to Multnomah County Juvenile Justice Center.

I. Recommendation/Action Requested: Approval by Board of Commissioners of SEWER EASEMENT allowing City of Portland to expand and maintain sanitary sewer presently located on an easement over County property adjacent to Juvenile Justice Center.

II. Background/Analysis: This parcel of land consists of a strip of land approximately one-quarter acre in area adjacent to an existing sewer easement on the northwesterly side of the Juvenile Justice Center.

III. Financial Impact: None.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected.

VIII. Other Government Participation: The easement is to be acquired by the City of Portland for the purposes above stated. The degree of City involvement of other governmental bodies is not known to FM.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of a SEWER)
EASEMENT on County Land at the Juvenile)
Justice Center Parcel, NW1/4, Section)
32, T1N, R2E, WM, Multnomah County,)
Oregon.)

O R D E R
95-63

It appearing that the City of Portland, Oregon desires to maintain and improve its municipal sanitary sewer line in the vicinity of Multnomah County's Juvenile Justice Center in order to serve present and future sanitary sewer needs in that area; and

It appearing that there is a sanitary sewer line on an existing easement at this location which must be maintained and may be improved; and

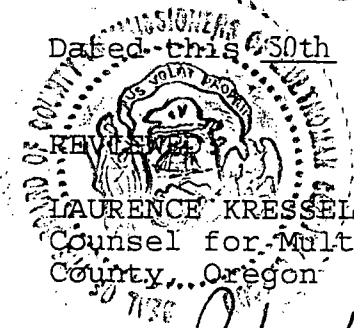
It appearing that the construction of the new Juvenile Justice Center facilities may hinder such maintenance and improvement unless an easement is granted therefor and that the granting of the easement will not hinder the construction of the Juvenile Justice Center facilities; and

It appearing that City of Portland has requested a SEWER EASEMENT totalling approximately one-quarter acre upon said parcel upon which to maintain and improve its municipal sanitary sewer line on the existing adjacent easement; and

It being determined that the requested easement will have little or no effect upon the use or value of said parcel, that the requested easement will assist in maintaining and improving the municipal sanitary service and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this SEWER EASEMENT before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 30th day of March, 1995.



LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By

John L. DuBay
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Beverly Stein
Beverly Stein, County Chair

SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a home-rule political subdivision, duly organized and incorporated under the laws of the State of Oregon, in consideration of the sum of One (\$1.00) and no/100 Dollars, and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland, the right to lay down, construct, operate, and perpetually maintain a sewer or sewers through, under, and along the following described parcel:

R/W #4966-R

A strip of land variable in width across a portion of the northwest one-quarter of Section 32, T1N, R2E, W.M., City of Portland, Multnomah County, Oregon, said strip being adjacent to and southeasterly of an existing 15 foot sewer easement as described in Book 1615, Page 573, recorded September 2, 1982, Multnomah County Deed Records, said strip being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of NE 65th Avenue (60 feet wide) being S 02°25'58" W, a distance of 18.84 feet from the intersection of the easterly right-of-way line of said NE 65th Avenue and the southeasterly right-of-way line of the Banfield Freeway (I-84, width varies), said point being in the southeasterly line of said Book 1615, Page 573; thence along said southeasterly easement line N 55°12'28" E a distance of 164.85 feet to an angle point; thence continuing along said southeasterly easement line N 59°22'27" E, a distance of 564.87 feet; thence S 57°22'56" W a distance of 738.64 feet to the easterly right-of-way line of NE 65th Avenue; thence N 02°25'58" E a distance of 16.34 feet to the Point of Beginning.

The basis of bearing of this description being a "Record of Survey" prepared for Multnomah County, dated June 17, 1992, and recorded as SN. 53145.

IT IS UNDERSTOOD and agreed that all sewer easements dedicated to the public are exclusive easements. No other utilities, facilities, or easements are to be located within the boundaries of public sewer easements without prior written consent of the Director of the Bureau of Environmental Services.

After Recording Return to:

106/802/Marcia S. Wilder-Loggins

Tax Statement shall be sent to:

No Change

IT IS UNDERSTOOD and agreed that public sewer easements include the right of access for construction, inspection, maintenance, or other sewerage system activities.

IT IS UNDERSTOOD and agreed that no building construction, material storage, grade reduction, or tree planting shall be permitted within public sewer easements, without the prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines, shall not require consent.

THIS INSTRUMENT does not grant or convey to the City of Portland any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, inspecting, restoring, and replacing the same.

IN WITNESS WHEREOF, Multnomah County, pursuant to the lawful authority given to the undersigned by its Commission has caused these presents to be signed by its Chair, this 30th day of March, 1995.



MULTNOMAH COUNTY, A HOME-RULE
POLITICAL SUBDIVISION

By: _____

Board of County Commissioners for
Multnomah County

By: _____

Beverly Stein, Chair

APPROVED: _____

By: _____

County Chair

Dated: March 30, 1995

REVIEWED: _____

By: _____

County Counsel for Multnomah
County, Oregon

APPROVED: _____

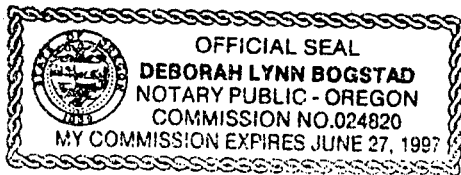
Department of Environmental Services

By: _____

Director, Department of Environmental Services

STATE OF OREGON)
)ss
County of Multnomah)

On 30 day of March , A.D., 1995, Personally appeared Beverly Stein ,
who being duly sworn did say that she, Beverly Stein, is the Chair of the Board of
Commissioners of Multnomah County, and that said instrument was signed on behalf of
Multnomah County by authority of its Board of Commissioners; and she acknowledged said
instrument to be her voluntary act and deed.



Deborah Lynn Bogstad
Notary Public for Oregon

My Commission expires 6/27/97

Approved as to form:

City Attorney

Approved:

City Engineer

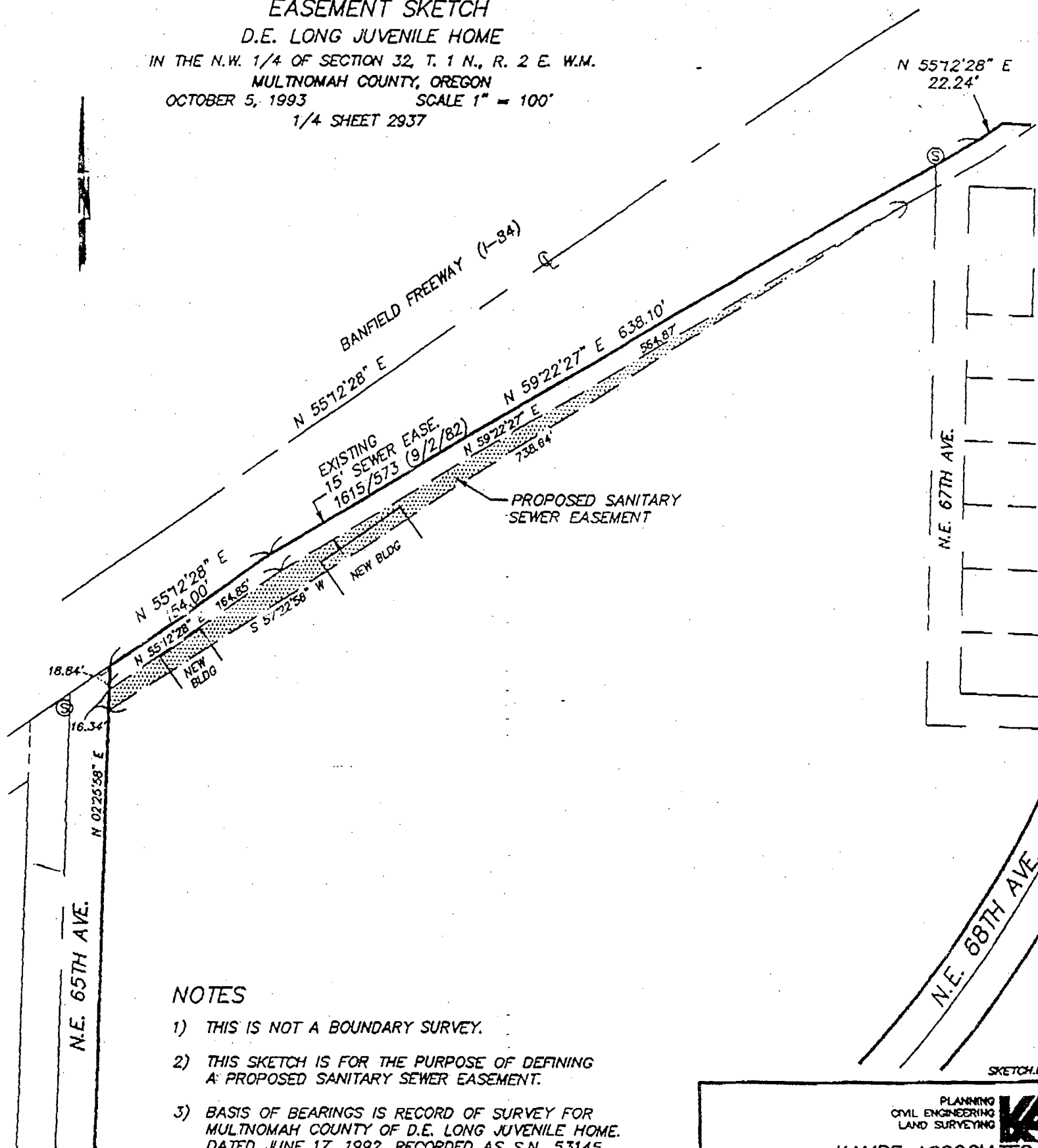
[4966]SE-Mult Co-R

EASEMENT SKETCH D.E. LONG JUVENILE HOME

IN THE N.W. 1/4 OF SECTION 32, T. 1 N., R. 2 E. W.M.
MULTNOMAH COUNTY, OREGON

OCTOBER 5, 1993 SCALE 1" = 100'

1/4 SHEET 2937



NOTES

- 1) THIS IS NOT A BOUNDARY SURVEY.
- 2) THIS SKETCH IS FOR THE PURPOSE OF DEFINING A PROPOSED SANITARY SEWER EASEMENT.
- 3) BASIS OF BEARINGS IS RECORD OF SURVEY FOR MULTNOMAH COUNTY OF D.E. LONG JUVENILE HOME. DATED JUNE 17, 1992, RECORDED AS S.N. 53145.

SKETCH.DWG

PLANNING
CIVIL ENGINEERING
LAND SURVEYING



KAMPE ASSOCIATES
209 KRUSE PARK BUILDING
3990 S.W. COLLINS WAY
LAKE OSWEGO, OREGON 97035
(503)835-6281 FAX(503) 633-5480

MEETING DATE:

MAR 30 1995

AGENDA NO:

R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution/Order Vacating Portion of NE 195th Avenue, Multco Public R/W

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING:

Date Requested: _____

March 16, 1995

Amount of Time Needed: _____

5 minutesDEPARTMENT: Environmental ServicesDIVISION: Transportation R/WCONTACT: John DorstTELEPHONE #: 248-3599BLDG/ROOM #: 425PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY☐ POLICY DIRECTION☒ APPROVAL☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Initiated by petition from the sole owner of 100% of the abutting property, the County Engineer requests Board approval of a resolution to vacate a dedicated cul-de-sac that has not been built to Multnomah County Standards, which is situated entirely within the limits of the city of Gresham. An application for a land division has been received by the city of Gresham, which includes plans to dedicate a through street in place of the present cul-de-sac termination of NE 195th Avenue. The city of Gresham has approved the vacation through Order No. 421 and Ordinance No. 1340.

3/31/95 ORIGINAL & COPY TO JOHN DORST VIA JUDY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Any Questions:

Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 22 PM 02
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: John Dorst/Transportation Division

TODAY'S DATE: February 23, 1995

REQUESTED PLACEMENT DATE: March 16, 1995

RE: Resolution to Vacate Portion of NE 195th Avenue

- I. Recommendation/Action Requested: Requesting Board approval for a resolution to vacate a cul-de-sac portion of NE 195th Avenue, unbuilt public right-of-way situated 372 feet, more or less, South of NE Irving Court, County Road No. 4304.
- II. Background/Analysis: The subject property is Multnomah County public right-of-way entirely within the limits of the city of Gresham. The subject property is a cul-de-sac with a radius of 50 feet and dedicated as part of a lot line adjustment in 1990 by the previous owner. The present owner of 100% of the abutting property has petitioned to vacate the cul-de-sac as part of the city of Gresham's conditions for approval of a land division. The proposed subdivision includes dedicating and building a through street from the terminus of NE 195th Avenue southwesterly to NE 194th Avenue. The Multnomah County Engineering staff supports this proposal.
- III. Financial Impact: Multnomah County has received a \$300 filing fee pursuant to ORS 368.341(4) with the petition to vacate, signed by the owner of 100% of the abutting land. There are no other financial issues involved with this proposal.

- IV. Legal Issues: This property is entirely within the limits of the city of Gresham. Pursuant to ORS 368.361.(3), the county may vacate if that city, by resolution or order, concurs in the findings of the county governing body in the vacation proceedings. The city has approved the vacation through Gresham Ordinance 1340.
- V. Controversial Issues: There are no controversial issues involved with this request.
- VI. Link to Current County Policies: Multnomah County has an interest in working cooperatively with the business community and neighboring jurisdictions to improve the public trust for the best possible usage.
- VII. Citizen Participation: This vacation has been initiated by petition from the sole owner of 100% of the abutting property.
- VIII. Other Government Participation: The city of Gresham has accepted an application for land division from the petitioner, to develop the property abutting the proposed vacation subject. One of the conditions of approval for this land division is to dedicate a through street and initiate proceedings to vacate the unbuilt cul-de-sac. Multnomah County staff supports this condition. Because this property is situated entirely within the limits of the city of Gresham, the Gresham City Council has approved the proceedings to vacate through Gresham Ordinance No. 1340.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

February 23, 1995

Betsy Williams, Director
Dept. of Environmental Services
2115 SE Morrison Street
Portland OR 97214

RE: Resolution to Vacate Portion
of NE 195th Avenue

Dear Betsy:

This office request Board approval of a resolution to vacate a dedicated cul-de-sac that has not been built to Multnomah County Standards, which is situated entirely within the limits of the city of Gresham. This resolution has been initiated by petition from the abutting property owner, who has submitted an application to subdivide, including a plan to dedicate a through street in place of the present cul-de-sac termination of NE 195th Avenue.

The city of Gresham has approved the vacation through the enclosed Ordinance No. 1340.

This request supports our interest in working cooperatively with the business community and neighboring jurisdictions to improve the public trust for the best possible usage.

Sincerely,

LARRY F. NICHOLAS, P. E.
Director of Transportation

JDJS0295.VAC

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a)	95-64
Cul-de-Sac Portion of NE 195th Avenue)	RESOLUTION and ORDER
Situated 372 Feet, More or Less, South)	VACATION NO. 5006
of NE Irving Court, County Road #4304)	

WHEREAS, it appears that vacation of a portion of NE 195th Avenue would be beneficial to the public for the following reasons:

The portion proposed to be vacated is a cul-de-sac dedication, having not been built to Multnomah County standards, that was dedicated as part of a lot line adjustment in 1990. The new owner of 100% of the abutting property has petitioned to vacate and has submitted a development application through the city of Gresham, planning a subdivision that will include a through street from the southerly terminus of NE 195th Avenue to NE 194th Avenue. The plan submitted reflects a more effective use of land than is possible with the standards. The new public right-of-way will be platted and is processing concurrently with this vacation request. There are no existing utilities or structures on the portion to be vacated. It is the recommendation of the Multnomah County Engineer that the dedicated cul-de-sac be vacated; and

WHEREAS, the city of Gresham has approved this vacation through Order No. 421 and Ordinance No. 1340; and

WHEREAS, the County Engineer's report dated March 10, 1995, found the proposed vacation is in the public interest, in accordance with ORS 368.351(1).

IT IS HEREBY RESOLVED, in accordance with ORS 368.326 to 368.366, to vacate the portion of said public right-of-way described as follows:

A portion of NE 195th Avenue situated in the Northeast One-quarter of Section 32, T1N, R3E, W.M., in the city of Gresham, Multnomah County, Oregon, which is described as follows:

Beginning at the Northeast corner of Lot 119, Peak Brothers Home Acres, a duly recorded plat, recorded May 5, 1913, in Book 619, Pages 61 and 62, Plat Records of Multnomah County, Oregon; thence West along the North line of said Lot 119, a distance of 90.00 feet to the true point of beginning; thence southeasterly along a non-tangent curve to the left, having a radius of 20.00 feet, the chord of which bears S 24°59'50" E, 16.90 feet, an arc distance of 17.45 feet; thence around a cul-de-sac, along a tangent curve to the right having a radius of 50.00 feet, the chord of which bears West 64.28 feet, an arc distance of 244.34 feet; thence northeasterly along a tangent curve to the left, having a radius of 20.00 feet, the chord of which bears N 24°59'50" E, 16.90 feet, an arc distance of 17.45 feet to a point on the North line of said Lot 119; thence East along said North line 50.00 feet to the true point of beginning.

The legal description of adjacent land and the land owner is:

Steven Lawrence Adams
Lots 4300, 4600 and 5600 1N 3E 2 AC

IT IS ORDERED, that ownership in this property shall vest as provided by
ORS 368.366.

IT IS ORDERED, that this Order vacating the mentioned portion of public
right-of-way be recorded in the Deed Records of Multnomah County, Oregon.

FURTHER ORDERED, that the County Surveyor and County Assessor are directed
to file copies of the same as required by law.

ADOPTED this 30th day of March, 1995.



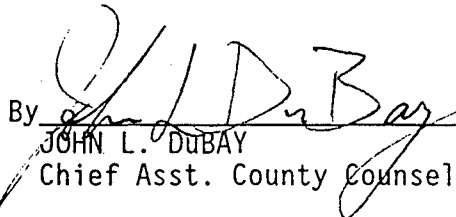
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



BEVERLY STEIN/Chair

REVIEWED:


LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon


By 

JOHN L. DuBAY
Chief Asst. County Counsel

IN THE MATTER OF THE APPLICATION OF) Order No. 421
STEVE ADAMS)
) 94-135-SD/VR/SV

Dated: November 15, 1994


City Manager


 Mayor

After recording return to:
City Recorder
City of Gresham
1333 NW Eastman Pkwy
Gresham, OR 97030

CB 40-94

ORDINANCE NO. 1340

VACATING THE CUL-DE-SAC PORTION OF N.E. 195TH AVENUE

The City of Gresham Finds:

a. The City has received an application from Steve Adams (Applicant) to vacate the cul-de-sac portion of N.E. 195th Avenue. Owners of all abutting property have consented to vacation of this street section. The portion of the street to be vacated is described specifically in the attached Exhibit A.

b. Adequate notice was given.

c. The vacation is consistent with the Gresham Community Development Plan.

d. The public interest will not be prejudiced by the street vacation.

e. The Gresham City Council approved this street vacation in Final Order No. 421, File 94-135-SD/VR/SV.

THE CITY OF GRESHAM DOES ORDAIN AS FOLLOWS:

The cul-del-sac portion of N.E. 195th Avenue, legally described on Exhibit A is vacated

First reading: November 1, 1994

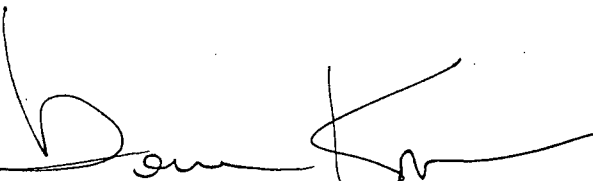
Second reading and passed: November 15, 1994

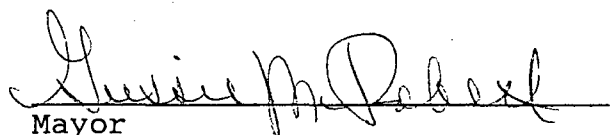
Yes: Barton-Mullins, Keathley, Boitano, Gallagher, McRobert, Giusto, Eichner

No: _____

Absent: _____

Abstain: _____


City Manager


Mayor

1 - ORDINANCE NO. 1340

d:\WORKVII\cb40-94(10/17/94-10:21am)

NOTE: This Ordinance is hereby re-recorded to replace the item recorded in Book 95, Page 4592, January 11, 1995, Deed Records of Multnomah County, due to previous lack of attached EXHIBIT "A".

EXHIBIT A
(Legal Description for cul-de-sac portion of NE 195th Ave)
(94-135-SD/VR/SV-Steve Adams)

A parcel of land situated in the northeast one-quarter of Section 32, T.1.N., R.3.E., W.M., in Multnomah County, Oregon, which is described as follows:

Beginning at the northeast corner of Lot 119, Peake Bros. Home Acres, a duly recorded plat, recorded on May 5, 1913, in Book 619, Pages 61 and 62, Plat Records of Multnomah County, Oregon; thence West along the North line of said Lot 119, a distance of 90.00 feet to the true point of beginning; thence southeasterly along a non-tangent curve to the left, having a radius of 20.00 feet, the chord of which bears S 24°59'50" E, 16.90 feet, an arc distance of 17.45 feet; thence around a cul-de-sac, along a tangent curve to the right having a radius of 50.00 feet the chord of which bears West 64.28, an arc distance of 244.34 feet; thence northeasterly along a tangent curve to the left having a radius of 20.00 feet, the chord of which bears N 24°59'50" E, 16.90 feet, an arc distance of 17.45 feet to a point on the North line of said Lot 119; thence East along said North line 50.00 feet to the true point of beginning.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Larry F. Nicholas, Director
Transportation Division
DATE: March 10, 1995
SUBJECT: NE 195th Avenue Road Vacation

ISSUE:

Vacation of the cul-de-sac portion of NE 195th Avenue, situated in Lot 119, PEAKE BROS. HOME ACRES, 372 feet, more or less, South of NE Irving Court, County Road No. 4304.

BACKGROUND:

The subject property is Multnomah County public right-of-way entirely within the limits of the city of Gresham. The subject property is a cul-de-sac with a radius of 50 feet and dedicated as part of a lot line adjustment in 1990 by the previous owner. The present owner of 100% of the privately owned abutting property has petitioned to vacate the cul-de-sac as part of the city of Gresham's conditions for approval of a land division. The proposed subdivision includes dedicating and building a through street from the terminus of NE 195th Avenue southwesterly to NE 194th Avenue. The utility companies operating in this area have been notified and do not have utilities existing in this right-of-way. The city of Gresham has approved Gresham Ordinance No. 1340, Vacating the Cul-de-Sac Portion of NE 195th Avenue.

FACTS AND FINDINGS:

The petition has been filed with the prescribed fee of \$300.00. No negative comments have been received from utility companies. Assessor's property records show that the petitioner, Steven Adams Family Construction, Inc. is the owner of Lot 119, PEAKE BROS. HOME ACRES.

The attached Resolution and Order has been prepared to grant title to the vacated property as provided by ORS 368.366. The County Engineer, after considering traffic impacts, fiscal impacts and social impacts, finds it is in the public interest to vacate the unbuilt cul-de-sac portion of NE 195th Avenue.

Board of County Commissioners
March 10, 1995
Page 2

FISCAL IMPACT:

There is no identified fiscal impact. Although vacation will return property to the tax rolls, property will be dedicated in turn as a through street when the planned subdivision has been approved.

RECOMMENDATION:

It is recommended that the Board of County Commissioners grant the vacation of the unbuilt cul-de-sac portion of NE 195th Avenue in Lot 119, PEAKE BROS. HOME ACRES, by approving the attached Resolution and Order.

JDJS0295.MEMO

BUDGET MODIFICATION NO. DES 7

(For Clerk's Use) Meeting Date

MAR 30 1995

Agenda No. R-14

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Environmental ServicesDIVISION F.R.E.D.S.CONTACT Tom GuineyTELEPHONE X5353*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Tom GuineySUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification to reclassify an Office Assistant I to a Warehouse Worker, increase it from .54 FTE to 1.00 FTE, and delete an Electronic Technician and add an Electronic Technician Assistant within the F.R.E.D.S. Division.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification to reclassify an Office Assistant I to a Warehouse Worker and increase it from .54 FTE to 1.00 FTE within the Records Program to help meet increased program needs. Also deletes an Electronic Technician and adds an Electronic Technician Assistant within Electronic Services. The changes are made within the existing F.R.E.D.S. General Fund Personal Services budgeted funds.

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 20 AM 9:54
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)

\$ _____

(Specify Fund)

(Date)

After this modification

\$ _____

Originated By <u>LP</u>	Date <u>3/13/95</u>	Department Manager <u>Betsy Williams / Nick Bussell</u>	Date <u>3/13/95</u>
Budget Analyst <u>Tom Guiney</u>	Date <u>3/13/95</u>	Personnel Analyst <u>Doreen DeWinkley</u>	Date <u>3/13/95</u>
Board Approval <u>DEBORAH COASTA</u>	Date <u>3/30/95</u>		

PERSONNEL DETAIL FOR BUD MOD NO. DES 7
5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(.54)	Office Assistant I	(9852)	(2549)	(2599)	(15,000)
1.00	Warehouse Worker	22800	4530	2988	30,318
1.00	Electronic Technician Assistant	30965	6152	7161	44,278
(1.00)	Electronic Technician	(42616)	(11024)	(7574)	(61,214)
	TOTAL CHANGE (ANNUALIZED)	1297	(2891)	(24)	(1,618)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Office Assistant I	Delete .54 FTE	(3284)	(850)	(866)	(5000)
Warehouse Worker	Add 1.00 FTE	7600	1510	996	10106
Electronic Techn.	Delete 1.00 FTE	(14205)	(3675)	(2525)	(20405)
Electronic Techn. Assist.	Add 1.00 FTE	10322	2051	2387	14760

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

a. Operates lifting and moving equipment such as pallet jacks, hand trucks, and other devices in a safe manner. Able to safely lift a weight of 60 lbs. to a height of 6 feet in a safe manner.

b. Performs record actions (retrievals, refiles, interfiles) on a variety of records and formats, and assists in the accessioning and destruction of records materials.

c. Takes requests from customers for record actions in an accurate and courteous manner. Answers questions regarding Records Center operating procedures, or refers questions to professional staff for follow-up. Answers questions from the public regarding information resources in a courteous manner, or refers such questions to professional staff for follow-up.

d. Performs accurate data entry to track record actions, maintains records finding aids, and indexes records content for archival purposes.

e. Prepares records materials for imaging applications, and assists in imaging quality control processes.

2. State the proposed classification title: Warehouse Worker

3. Is this a new position: No

4. If this is an existing position, state the name of the incumbent: Gregory Stevens

5. Proposed effective date of change: Upon approval of a budget modification or July 1, 1995

Hiring Manager: Dwight Wallis

Date: 02/01/95 Department/Division: DES/FREDS/Records

EMPLOYEE SERVICES DIVISION USE ONLY:

Action: ☒ Approved as submitted.
☒ Approved for classification title.
☐ Denied (for Reclassification Requests only).

Analyst Name: Danald Heelminkley Date: 2/22/95

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

See Electronic Technician Assistant position description

2. State the proposed classification title: Electronic Technician Assistant

3. Is this a new position: No, we have been underfilling an Electronic Technician position

4. If this is an existing position, state the name of the incumbent: Mark Sokolowski

5. Proposed effective date of change: July 1, 1995

Hiring Manager: Tom Guiney

Date: 02/01/95 Department/Division: DES/FREDS/Electronic Services

EMPLOYEE SERVICES DIVISION USE ONLY:

Action: ☒ Approved as submitted.
☒ Approved for classification title.
☐ Denied (for Reclassification Requests only).

Analyst Name: Donald (Fleenley) Date: 2/22/95



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
FLEET, RECORDS, ELECTRONIC & DISTRIBUTION
SERVICES DIVISION (F.R.E.D.S.)
1620 SE 190TH AVE.
PORTLAND, OREGON 97233-5999
(503)248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Tom Guiney *Tom G.*
TODAY'S DATE: March 3, 1995
REQUESTED PLACEMENT DATE: March 30, 1995
RE: Budget Modification - F.R.E.D.S. (Records Section/Electronic Services)

I. Recommendation/Action Requested:

Recommend approval of a Budget Modification that reclassifies a Office Assistant I to Warehouse Worker in the Records Program, increases the position from .54 FTE to 1.00 FTE, deletes an Electronic Technician in Electronic Services and adds an Electronic Technician Assistant in Electronic Services.

II. Background/Analysis:

This budget modification adjusts staffing within the F.R.E.D.S. Division to meet the increased demand for services in the Records Program and adjusts the budget in Electronic Services to reflect the current underfilling of an existing position.

The demand for the services of the Records Program has increased dramatically over the past few years. Total record actions (retrievals, returns, refiles, etc.) have increased by over 75% compared to FY 91/92. The number of boxes stored has increased 37% and the number of boxes received has increased by 31% over this same time period. This increase can be attributed in part to the establishment of the Facilities Fund. This fund gives County programs an increased incentive to utilize office space more effectively which results in more records being sent from more expensive office space to the Records Center. Not only is the Records Center receiving more records, but we are receiving them sooner, resulting in the accessioning of more active files which require more retrievals. The Records Center has also enjoyed the addition of a number of first-time users, such as DCC Parole and Probation District Offices, the Alcohol and Drug Program, and the Multnomah County Business Income Tax Unit. The increases in retention for Assessment and Taxation Records, District Attorney Case Records, and Juvenile Court Records also is requiring more space and activity. The success of this program and the addition of the Facilities Fund is resulting in better use of County program space and improved records management, but also requires additional support.

The current underfilling of the Electronic Technician position with an Electronic Technician Assistant was done to meet our training and recruitment needs long term, as well as, more economically meet our current program needs. By hiring at the entry level, we hoped to improve our ability to recruit minority or women applicants and train our own technicians to meet both our limited energy electrical and two-way radio communication needs. Journey-level technicians typically have skills in one or the other of these fields. Our organization needs both types of expertise to meet our customers' radio and detention electronic needs.

In summary, this budget modification adjusts our positions to better meet our programs' current needs.

III. Financial Impact:

The budget modification shifts funds within the F.R.E.D.S. Division General Fund Personal Services Budget. No additional funds are needed. The changes have been included within the constraint in the DES submitted budget for FY 95/96.

IV. Legal Issues:

We know of no legal issues involved with this budget modification.

V. CONTROVERSIAL ISSUES:

We are not aware of any controversial issues related to this budget modification.

VI. Link to Current County Policies:

We believe this proposal to be consistent with County policies.

VII. Citizen Participation:

The only citizen participation involved in this proposal would occur at the Board of County Commissioner's meeting on the matter.

VIII. Other Government Participation:

This action should positively impact other governments by lowering the "Shop Rate" (labor charge) in Electronic Services and improving the Records Program's potential to provide services on a limited basis to other governments.

BUDGET MODIFICATION NO. DES 8(For Clerk's Use) Meeting Date MAR 30 1995Agenda No. R-15**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR** _____

(Date)

DEPARTMENT Environmental ServicesDIVISION F.R.E.D.S.CONTACT Tom GuineyTELEPHONE X5353*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Tom Guiney**SUGGESTED****AGENDA TITLE** (to assist in preparing a description for the printed agenda)

Budget Modification that deletes 1.00 FTE Office Assistant II and adds 1.00 FTE Garage Attendant within the Fleet Fund within the existing Personal Services budget.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☒ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

This modification deletes a vacant Office Assistant II position in Fleet Services and adds a Garage Attendant to be utilized at the Downtown Motor Pool. The use of the Motor Pool has more than doubled over the last five years requiring additional staff. The net effect on the Fleet Services personal services budget is \$0.

BOARD OF
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MULTNOMAH COUNTY
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3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) (Date)

\$ _____

After this modification

\$ _____

Originated By <u>LD</u> <u>Tom Guiney</u>	Date <u>3/13/95</u>	Department Manager <u>Betsy Williams</u>	Date <u>3/13/95</u>
Budget Analyst <u>Ken Gaudin</u>	Date <u>3/15/95</u>	Personnel Analyst <u>Donald H. Hinkle</u>	Date <u>3/20/95</u>
Board Approval <u>DEBORAH C. Coester</u>		Date <u>3/30/95</u>	

TRANSACTION EB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
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[illegible]

TOTAL EXPENDITURE CHANGE

0

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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[illegible]

TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

DES 8

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

[illegible]

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Office Assistant II	Delete 1.00 FTE	(6885)	(1368)	(1451)	(9704)
Garage Attendant	Add 1.00 FTE	7037	1398	1451	9886
Temporary	Reduce	(182)			(182)

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

Perform the duties required for the day-to-day operation of the Motor Pool Lot which includes:

1. Open (A.M.) and secure (P.M.) the Motor Pool Office;
2. Answer telephones and take vehicle reservations;
3. Maintain reservations and vehicle availability (rent additional cars;
4. Move and park County and employee vehicles;
5. Fuel and check fluid levels on vehicles;
6. Schedule vehicle maintenance and shuttle vehicles;
7. Perform minor maintenance and winterization checks;
8. Maintain lot including picking up litter;
9. Perform data input into a computer work station;
10. Assist the public and employees in use of lot;
11. Other duties as required.

2. State the proposed classification title: Garage Attendant

3. Is this a new position: yes

4. If this is an existing position, state the name of the incumbent: NONE

5. Proposed effective date of change: Upon Budget Modification Approval

Hiring Manager: Tom Guiney

Date: 02/01/95 Department/Division: DES/FREDS/Fleet Services

EMPLOYEE SERVICES DIVISION USE ONLY:

Action: ☒ Approved as submitted.
☒ Approved for classification title.
☐ Denied (for Reclassification Requests only).

Analyst Name: Dwaine Henderson Date: 2/22/95



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
FLEET, RECORDS, ELECTRONIC & DISTRIBUTION
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1620 SE 190TH AVE.
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(503)248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Tom Guiney *for J.*
TODAY'S DATE: March 3, 1995
REQUESTED PLACEMENT DATE: March 30, 1995
RE: Budget Modification - F.R.E.D.S. (Fleet Services)

I. Recommendation/Action Requested:

Recommend approval of a Budget Modification that deletes a vacant Office Assistant II and adds a Garage Attendant in Fleet Services.

II. Background/Analysis:

This budget modification adjusts staffing within the F.R.E.D.S. Division to meet the increased demand for services at the Downtown Motor Pool. The use of Downtown Motor Pool vehicles has steadily increased as County programs located in the downtown area have grown. We are currently averaging 1,214 vehicle trips and 37,095 miles per month. This compares to averages of 496 trips and 18,865 miles per month in FY 89/90. This represents a 145% increase in the number of vehicle trips over this time period. The Downtown Motor Pool currently operates with one full time Garage Attendant and a temporary worker. The hours worked by the temporary worker have been increasing due to this increased activity at the Motor Pool and have essentially evolved into a full-time position. This action would allow us to change the Motor Pool staffing from one Garage Attendant and a temporary worker to two Garage Attendants.

Reassignment of some Motor Pool related record keeping currently performed at the Yeon Shops to the Motor Pool Garage Attendants combined with other reassignments of duties in both Fleet Services and the Transportation Division's Support Services would allow the existing Office Assistant II position to be eliminated.

In summary, this budget modification adjusts our positions to better meet our program's current needs.

III. Financial Impact:

The budget modification which changes position classifications within Fleet Services can be accomplished within the existing Fleet Services Personal Services budget. No additional funds are needed. The changes have been included in the DES submitted budget for FY 95/96.

IV. Legal Issues:

We know of no legal issues involved with this budget modification.

V. CONTROVERSIAL ISSUES:

We are not aware of any controversial issues related to this budget modification.

VI. Link to Current County Policies:

We believe this proposal to be consistent with County policies.

VII. Citizen Participation:

The only citizen participation involved in this proposal would occur at the Board of County Commissioner's meeting on the matter.

VIII. Other Government Participation:

No other governments are involved in this action.

MEETING DATE: MAR 30 1995

AGENDA NO.: R-10

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - SCHOOL BASED VIOLENCE PREVENTION PROJECT

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MARCH 30, 1995

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: GARY OXMAN TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: GARY OXMAN OR JUDY LOW

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Health Department is requesting approval to submit a request for \$114,668 in funding to the Edward Byrne Memorial State and Local Formula Grant Program administered through the Oregon State Criminal Justice Services Division of the Department of State Police. A 25% match is required which will be demonstrated through in-kind project staffing to include supervision and provider time.

The proposed project would increase the ability of School Based Health Center staff to identify students who face violence in their homes, community or school and provide a comprehensive array of services to those students, including a school-based support and education group. The project will recognize and address the close link between violence and substance abuse. The pilot project will focus on two School Based Health Centers and work in collaboration with local law enforcement agencies in project planning and the referral of students. The long-term goal is to develop an effective program which will be offered at all School Based Health Centers in Multnomah County.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

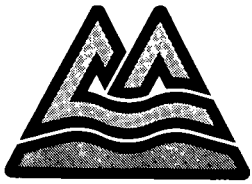
Or

DEPARTMENT MANAGER: Billi Odegaard Tomf

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 20 AM 9 54
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Judy Low, Violence Prevention Coordinator

THROUGH: Billi Odegaard, Director *Billi*

SUBJECT: Notice of Intent to Respond to a Request for Application from the Edward Byrne Memorial State and Local Formula Grant Program

DATE: March 15, 1995

Full Cultural Competence In Service Delivery Is Our Destination

The Multnomah County Health Department is requesting approval to respond to a request for applications from the Edward Byrne Memorial State and Local Formula Grant Program administered through the Oregon State Criminal Justice Services Division of the Department of State Police.

Description of Proposed Project and Project Objectives:

The proposed project would increase the ability of School Based Health Center staff to identify students who face violence in their homes, community or school and provide a comprehensive array of services to those students, including a school-based support and education group. The project will recognize and address the close link between violence and substance abuse. The pilot project will focus on two School Based Health Centers and work in collaboration with local law enforcement agencies in project planning and the referral of students. The long-term goal is to develop an effective program which will be offered at all School Based Health Centers in Multnomah County.

Funding Amount

The Health Department anticipated requesting approximately \$114,668 for a one year project with the potential of receiving continuation funds for a maximum of 5 years. There is a 25% local match requirement which will be demonstrated through in-kind project staffing to include supervision and provider time.

MEETING DATE: MAR 30 1995

AGENDA NO.: R-17

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - CSAT GRANT

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MARCH 30, 1995

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: HIV & STD SVCS DIVISION

CONTACT: MARY KAY DUVALL TELEPHONE #: 248-3030
BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: MARY KAY DUVALL OR JEANNE GOULD

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Health Department requests approval to apply for a grant from the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Community-Based Comprehensive HIV/STD/TB Outreach Services for High Risk Substance Abusers Demonstration Program. These funds will continue the CSAT grant funded project providing outreach, intervention and substance abuse treatment referral services to homeless high risk drug users and there sexual partners.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

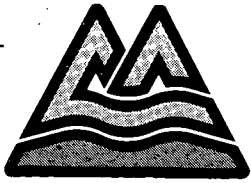
Or

DEPARTMENT MANAGER: Billi Odegaard Tmf

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1995 MAR 20 AM 9 54
MULTNOMAH COUNTY,
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Jeanne Gould, Manager HIV/STD/Planning

THROUGH: Billi Odegaard, Director *Billi Odegaard*

SUBJECT: Notice of Intent to Respond to a Request for Applications from the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, Community-Based Comprehensive HIV/STD/TB Outreach Services for High Risk Substance Abusers Demonstration Program

DATE: March 16, 1995

The Multnomah County Health Department is requesting approval to respond to a request for applications from the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, entitled Community-Based Comprehensive HIV/STD/TB Outreach Services for High Risk Substance Abusers Demonstration Program. The application is due April 27, 1995.

Background

Multnomah County Health Department, supported by a linkage agreement with the Multnomah County Community and Family Services Division Alcohol and Drug Program, currently operates a SAMHSA CSAT grant funded project providing outreach, intervention, and substance abuse treatment referral services to homeless high risk drug users and their sexual partners. The goals of this project are to facilitate drug users entry into substance abuse treatment, to provide HIV/STD/ TB risk assessments to drug users/sexual partners, and to provide information and skills to drug users/sexual partners to reduce HIV risk transmission behaviors. The current project was funded for a three year period, with funding ending on August 31, 1995. The request for applications from CSAT to which the Department is requesting to respond, is a competitive process, in which new sites will be funded and some current projects (like the one operated by the Department) will be continued for two additional years (through August, 1997).

Funding Amount

The Health Department anticipates requesting approximately \$375,000 per year, for two years. Although there is no requirement for matching funding, the RFA will give preference to projects that can demonstrate non-Federal matching resources. Matching resources may be in-kind, and it will be the intent of the Health Department to demonstrate an in-kind match through project supervision, and through medical services provided in existing Department clinics and delivered to project clients.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

March 30, 1995

DEPARTMENT

Health and Comm & Fam Svcs

DIVISION

Spec and Field Services

CONTACT

Jan Sinclair or Kathy Tinkle

TELEPHONE

248-3674 or 248-3691

NAME OF PERSON MAKING PRESENTATION TO BOARD

Jan Sinclair or Tom Fronk

SUGGESTED AGENDA TITLE

(To assist in preparing a description for the printed agenda)

Budget Modification MCHD 8 increases the School Based Administration Program to reflect the receipt of funds from Community and Family Services Division (CFS) for Postponing Sexual Involvement.

(Estimated time needed on the Agenda: 5 minutes)

2. DESCRIPTION OF MODIFICATION

[X] PERSONNEL CHANGES ON ATTACHED PAGE

The Health Department has contracted with the Community and Family Services Division to perform a teen pregnancy prevention demonstration project.

This budget modification allows for the addition of staff and materials and services.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 21 AM 10:12

3. REVENUE IMPACT

Increase Health Dept PSI Grant by \$125,000

Increase General Fund by \$7,453

Decrease CFS JSA Grant by \$125,000

4. CONTINGENCY STATUS

The General Fund Contingency is increased by \$6,098 (Indirect)

Originated By <i>James Cunningham, Clerk</i>	Date 3/20/95	Department Director <i>Billi Odegard</i>	Date 3-20-95
Finance/Budget <i>Madren Jones</i>	Date 3/21/95	Employee Relations <i>S. Ayers</i>	Date 3-21-95
Board Approval <i>NORAH C. Coostio</i>	Date 3/30/95		

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 8

5. ANNUALIZED PERSONNEL CHANGES			Compute on a full year basis even though this action affects part of the fiscal year.			
			ANNUALIZED			
FTE	CLASSIFICATION	UNIT	BASE PAY	FRINGE	INSURANCE	TOTAL
Not Applicable - One time only grant						
2.50	TOTAL CHANGE (ANNUALIZED)		77,652	20,089	14,280	112,021

6. CURRENT YEAR PERSONNEL CHANGES			Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
FTE	CLASSIFICATION	UNIT	CURRENT YEAR			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.58	Office Assistant 2	School Based Clinic Admin	11,510	2,961	3,011	17,482
0.58	Health Educator	School Based Clinic Admin	18,638	4,822	3,315	26,775
0.29	Co Principal Investigator	School Based Clinic Admin	7,478	1,935	978	10,391
1.45	TOTAL CURRENT YEAR CHANGE		37,626	9,718	7,304	54,648

EXPENDITURE DETAIL - MCHD 8

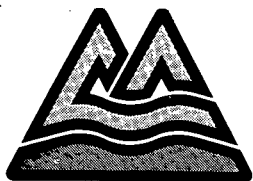
EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0465	5100			37,626		Permanent
		156	015	0465	5200			24,399		Temporary
		156	015	0465	5500			9,718		Fringe
		156	015	0465	5550			7,304		Insurance
									78,047	SUBTOTAL, SBC ADMIN, PS
		156	015	0465	6110			19,750		Professional Svcs
		156	015	0465	6230			2,800		Supplies
		156	015	0465	6330			2,256		Local Travel
		156	015	0465	7100			13,551		Indirect
		156	015	0465	7150			671		Telephone
		156	015	0465	7400			1,925		Building Mgmt
									40,953	SUBTOTAL, SBC ADMIN, MS
		156	015	0465	8400			5,000		
									6,000	SUBTOTAL, SBC ADMIN, CAPITAL
									125,000	TOTAL, SBC ADMIN
		156	015	0940	6230			6,611		Supplies
		156	015	0940	7100			842		Indirect
									7,453	TOTAL, OFFICE OF DEPT DIRECTOR
		156	010	1370	6060			(124,131)		Pass Through
		156	010	1370	7100			(869)		Indirect Costs At .7%
									(125,000)	TOTAL, CFSD/CMHYPO ORG 1370
		402	030	7990	6140			671		671 TELEPHONE FUND INCREASE
		100	045	9120	7700			1,925		1,925 BUILDING MGMT FUND INCREASE
		400	050	7531	6520			7,304		7,304 INSURANCE FUND INCREASE
		100	015	0600	7608			7,453		7,453 CASH TRANSFER TO F/S - 0900
		100	045	9120	7700			6,098		6,098 CONTINGENCY
		TOTAL EXPENDITURE CHANGE						30,904		

REVENUE DETAIL - MCHD 8

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0465	2312			125,000		JSA/PSI Grant
		156	015	0940	7601			7,453		GF Support
		156	010	1370	2312			(125,000)		JSA/CFSD
		402	030	7990	6602			671		Telephone Svc Reim
		100	045	7410	6602			1,925		Building Mgmt Svc Reim
		400	050	7040	6602			7,304		Insurance Svc Reim
		100	045	7410	6602			13,551		Svc Reim from F/S
		TOTAL REVENUE CHANGE						30,904		



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Billi Odegaard *Billi tpf*
REQUESTED PLACEMENT DATE: March 30, 1995
DATE: March 20, 1995
SUBJECT: Budget Modification MCHD 8

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve budget modification MCHD 8 which authorizes expenditure of grants funds received from Community and Family Services Division in to the Health Department.

II. Background/Analysis:

Teen pregnancy is a major concern in every community. Multnomah County has one of the highest rates of teen pregnancy in Oregon. One approach to reducing the teen pregnancy rate is to delay the onset of sexual activity in adolescents. Postponing Sexual Involvement (PSI) is a very successful program developed at Emory/Grady Memorial Hospital in Atlanta. It is based on the belief that adolescents engage in risk-taking behaviors because of social influences and that changing these behaviors depends on changing how adolescents respond to social influences. PSI is designed to be delivered with traditional sex education curricula to middle school boys and girls to promote resistance to social pressures and thereby postpone the initiation of sexual intercourse.

III. Financial Impact:

This budget modification transfers \$125,000 in the Federal/State fund from Community and Family Services to the Health Department. The General Fund Contingency is increased by \$6,098.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

This grant addresses an urgent benchmark to reduce the incidence of teen pregnancy.

VII. Citizen Participation:

Portland Public Schools administrators, principals and faculty have been involved in development of this demonstration project.

VIII. Other Government Participation:

Community and Family Services Division will do an interdepartmental agreement with the Health Department to implement this demonstration project.

1. REQUEST FOR PLACEMENT ON THE AGENDA FORMarch 30, 1995DEPARTMENT
CONTACTHealth
Gordon EmpeyDIVISION
TELEPHONEDental
248-3674

NAME OF PERSON MAKING PRESENTATION TO BOARD

Gordon Empey or Tom Fronk**SUGGESTED AGENDA TITLE**

(To assist in preparing a description for the printed agenda)

Budget Modification MCHD 9 increases the Dental Program to reflect increased estimate of Medicaid capitation funds for the Oregon Health Plan.

(Estimated time needed on the Agenda: 5 minutes)

2. DESCRIPTION OF MODIFICATION☒ **PERSONNEL CHANGES ON ATTACHED PAGE**

The Health Department's Central Care Organization (DCO) has experienced a greater than anticipated increase in enrollees.

This budget modification allows for the addition of staff at a new location. It also allots funds for contracts with other DCO's to improve service delivery to institutionalized enrollees.

1995 MAR 20 AM 9:55
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT

Increase Medicaid Cap by \$170,000

Increase General Fund by \$11,197

4. CONTINGENCY STATUS

The General Fund Contingency is increased by \$9,265 (Indirect)

Originated By <u>Joan Sears</u>	Date <u>3/9/95</u>	Department Director <u>Billi Odegard/John</u>	Date <u>3/9/95</u>
Finance/Budget <u>Kathleen Finn</u>	Date <u>3/17/95</u>	Employee Relations <u>Susan Daniell</u>	Date <u>3/14/95</u>
Board Approval <u>W. BORCHERS</u>	Date <u>3/30/95</u>		

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 9

5. ANNUALIZED PERSONNEL CHANGES			Compute on a full year basis even though this action affects part of the fiscal year.			
FTE	CLASSIFICATION	UNIT	ANNUALIZED			
			BASE PAY	FRINGE	INSURANCE	TOTAL
1.00	Dental Asst/Lead	North Portland Dental	26,874	4,721	7,197	38,792
1.00	Dental Asst/Recep	North Portland Dental	22,131	3,888	6,633	32,652
1.00	Dental Hygienist	North Portland Dental	43,619	7,663	2,649	53,931
1.00	Dentist	North Portland Dental	52,897	9,294	6,058	68,249
0.50	Administrative Secretary	Dental Div Admin	14,625	2,760	3,031	20,416
1.00	Dental Asst/Recep	102nd Ave Dental	21,341	3,750	4,859	29,950
1.00	Health Assistant	102nd Ave Dental	21,341	3,750	4,859	29,950
1.00	Health Assistant	Mid County Dental	21,341	3,750	4,859	29,950
7.50	TOTAL CHANGE (ANNUALIZED)		224,169	39,576	40,145	303,890

6. CURRENT YEAR PERSONNEL CHANGES			Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
FTE	CLASSIFICATION	UNIT	CURRENT YEAR			
			BASE PAY	FRINGE	INSURANCE	TOTAL
0.33	Dental Asst/Lead	North Portland Dental	8,958	1,574	2,399	12,931
0.33	Dental Asst/Recep	North Portland Dental	7,377	1,296	2,211	10,884
0.33	Dental Hygienist	North Portland Dental	14,540	2,554	883	17,977
0.33	Dentist	North Portland Dental	17,632	3,098	2,019	22,749
0.15	Administrative Secretary	Dental Div Admin	4,388	828	909	6,125
0.33	Dental Asst/Recep	102nd Ave Dental	7,114	1,250	1,620	9,984
0.33	Health Assistant	102nd Ave Dental	7,114	1,250	1,620	9,984
0.33	Health Assistant	Mid County Dental	7,114	1,250	1,620	9,984
2.46	TOTAL CURRENT YEAR CHANGE		74,237	13,100	13,281	100,618

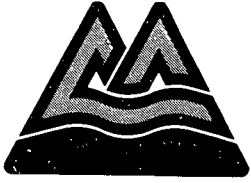
EXPENDITURE DETAIL - MCHD 9

EXPENDITURE TRANSACTION EB [] GM []					TRANSACTION DATE	ACCOUNTING PERIOD		BUDGET FISCAL YEAR		
DOCUMENT		FUND	AGENCY	ORG	OBJECT	CURRENT	REVISED	INCREASE	SUBTOTAL	DESCRIPTION
NUMBER	ACTION				CODE	AMOUNT	AMOUNT	(DECREASE)		
		156	015	0635	5100			48,507		Permanent
		156	015	0635	5200			805		Temporary
		156	015	0635	5500			8,522		Fringe
		156	015	0635	5550			7,512		Insurance
									65,346	SUBTOTAL, NORTH PTLD DENTAL, PS
		156	015	0635	6110			2,333		Professional Svcs
		156	015	0635	6190			333		Maint Contracts
		156	015	0635	6200			33		Postage
		156	015	0635	6230			5,333		Supplies
		156	015	0635	6310			133		Educ & Training
		156	015	0635	6330			33		Local Travel
		156	015	0635	7100			10,141		Indirect
		156	015	0635	7150			714		Telephone
		156	015	0635	7400			4,400		Building Mgmt
		156	015	0635	7560			1,000		Dist/Postage
									24,453	SUBTOTAL, NORTH PTLD DENTAL, MS
									89,799	TOTAL, NORTH PTLD DENTAL
		156	015	0610	5100			4,388		Permanent
		156	015	0610	5500			828		Fringe
		156	015	0610	5550			909		Insurance
									6,125	SUBTOTAL, DENTAL DIV ADMIN, PS
		156	015	0610	6110			45,000		Professional Svcs
		156	015	0610	7100			6,508		Indirect
									51,508	SUBTOTAL, DENTAL DIV ADMIN, MS
									57,633	TOTAL, DENTAL DIV ADMIN
		156	015	0643	5100			14,228		Permanent
		156	015	0643	5500			2,500		Fringe
		156	015	0643	5550			3,240		Insurance
									19,968	SUBTOTAL, 102ND AVE DENTAL, PS
		156	015	0643	7100			2,542		Indirect
									2,542	SUBTOTAL, 102ND AVE DENTAL, MS
									22,510	TOTAL, 102ND AVE DENTAL
		156	015	0645	5100			7,114		Permanent
		156	015	0645	5500			1,250		Fringe
		156	015	0645	5550			1,620		Insurance
									9,984	SUBTOTAL, MID COUNTY DENTAL, PS
		156	015	0645	7100			1,271		Indirect
									1,271	SUBTOTAL, MID COUNTY DENTAL, MS
									11,255	TOTAL, MID COUNTY DENTAL
		402	030	7990	6140			714		714 TELEPHONE FUND INCREASE
		100	045	9120	7700			4,400		4,400 BUILDING MGMT FUND INCREASE
		404	030	7345	6200			1,000		1,000 DIST/POSTAGE FUND INCREASE
		400	050	7531	6520			13,281		13,281 INSURANCE FUND INCREASE
		100	015	0600	7608			11,197		11,197 CASH TRANSFER TO F/S - 0600
		100	045	9120	7700			9,265		9,265 CONTINGENCY
TOTAL EXPENDITURE CHANGE								221,054		

REVENUE DETAIL - MCHD 9

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT		FUND	AGENCY	ORG	REVENUE	CURRENT	REVISED	INCREASE	SUBTOTAL	DESCRIPTION
NUMBER	ACTION				CODE	AMOUNT	AMOUNT	(DECREASE)		
		156	015	0635	2600			88,891		Medicaid Cap PC
		156	015	0635	7601			908		GF Support
		156	015	0610	2600			47,344		Medicaid Cap PC
		156	015	0610	7601			10,289		GF Support
		156	015	0643	2600			22,510		Medicaid Cap PC
		156	015	0645	2600			11,255		Medicaid Cap PC
		402	030	7990	6602			714		Telephone Svc Reim
		100	045	7410	6602			4,400		Building Mgmt Svc Reim
		404	030	7345	6602			1,000		Dist/Postage Svc Reim
		400	050	7040	6602			13,281		Insurance Svc Reim
		100	045	7410	6602			20,462		Svc Reim from F/S
TOTAL REVENUE CHANGE								221,054		



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Billi Odegaard *Billi Odegaard*
REQUESTED PLACEMENT DATE: March 30, 1995
DATE: March 9, 1995
SUBJECT: Budget Modification MCHD 9

- I. Recommendation/Action Requested:
The Board of County Commissioners is requested to approve budget modification MCHD 9 which increases Medicaid revenue in the dental program.
- II. Background/Analysis:
The Health Department is one of the dental care providers, Multicare Dental, in the Oregon Health Plan(OHP). The number of participating dentists, both statewide and in the tri-county metro area, has been and remains very limited. Of the five dental plans in Multnomah County, only one plan other than Multicare is open to new enrollees. This situation has created a barrier to care for enrollees and has resulted in larger than anticipated enrollment for Multicare Dental. In addition, OHP expands coverage to the aged, blind and disabled on April 1. It is expected that this will also result in increased enrollment and capitation payments for Multicare.
- III. Financial Impact:
This budget modification increases Medicaid capitation by \$170,000 and the General Fund Contingency by \$9,265.
- IV. Legal Issues
None
- V. Controversial Issues:
None
- VI. Link to Current County Policies:
These funds expand existing dental services to allow the opening of a small dental clinic in North Portland. Multicare Dental will also join with other dental plans to eliminate duplication of service to institutionalized aged, blind and disabled eligibles.

Budget Modification MCHD 9
March 9, 1995
page 2

VII. Citizen Participation:

The Department's Community Health Council has been involved in discussions of access and service delivery.

VIII. Other Government Participation:

The Dental Health Officer has worked closely with the State Office of Medical Assistance Programs to set reasonable enrollment levels for Multicare while considering service demands.

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 3/30/95

NAME

Ted Baird

ADDRESS

O'Donnel Ramiz Law Firm, representing AMR

STREET 1727 NW Hoyt St

Portland OR 97209

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-20

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 3/30/95

NAME

Junita Kauble

ADDRESS

Community Ambulance
STREET

CITY

ZIP

R-20

I WISH TO SPEAK ON AGENDA ITEM NO. ~~633~~

SUPPORT

OPPOSE ☒

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE

3/30/95

NAME

IRACC

Skene

ADDRESS

1240 SE 12th

STREET

FTL

97215

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

A-20

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: MAR 30 1995

AGENDA NO.: R-20

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: MULTNOMAH COUNTY EMS AND AMBULANCE CODE

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: MARCH 30, 1995

Amount of Time Needed: 1 hour

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220

BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: BILL COLLINS

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

First reading of a replacement Emergency Medical Services ordinance.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegaard

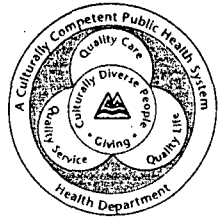
(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1995 MAR 22 11 30 AM
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Billi Odegaard

REQUESTED PLACEMENT DATE: March 30, 1995

DATE: February 6, 1995

SUBJECT: Replacement EMS and Ambulance Ordinance

- I. Recommendation/Action Requested: Approval of the replacement EMS and ambulance ordinance.
- II. Background/Analysis: This ordinance makes the changes necessary to be in compliance with the approved Ambulance Service Plan.
- III. Financial Impact: None. Cost of service paid by users. Cost of regulation paid by licensees.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: This revision is linked to the ambulance service plan.
- VII. Citizens Participation: Many public hearings and meetings over the last two years. This ordinance has been sent for comment to interested parties prior to this reading.
- VIII. Other Government Participation: Input requested from City of Portland, City of Gresham, Rural Fire Districts.

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Emergency Medical Services
and Ambulance Code (MCC 6.33)

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

This ordinance replaces the current MCC 6.32 and updates the code to meet the Ambulance Service Area Plan requirements.

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

None.

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

The current code has been in place for a number of years without problems.

What is the fiscal impact, if any?

None to Multnomah County.
Changes the ambulance license fees.

(If space is inadequate, please use other side)

SIGNATURES

Person Filling Out Form: _____

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

Bill Odgaard

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

An ordinance repealing MCC Chapter 6.32 and adopting MCC Chapter 6.33, Emergency Medical Service and Ambulance Code, in order to implement the ambulance service plan for Multnomah County.

Multnomah County ordains as follows:

Section I. Findings.

1. On June 9, 1994 Multnomah County adopted an ambulance service plan in conformance with ORS 823.180. (Ordinance 789)

2. MCC 6.32 currently regulates the provision of emergency medical services within Multnomah County. However, MCC 6.32 predates the ambulance service plan and is not adequate to fully implement the plan.

3. In order to fully implement the plan it is necessary to repeal MCC 6.32, and replace it with a new Emergency Medical Service and Ambulance Code, MCC 6.33.

Section II. Adoption of Code.

The Emergency Medical Service and Ambulance Code, attached hereto as Exhibit A is adopted. The code shall become Chapter 6.33 of the Multnomah County Code.

03/21/95:1

1 Section III. Repeal.

2 MCC Chapter 6.32 is repealed.

3
4 ADOPTED this _____ day of _____, 1995, being
5 the date of its _____ reading before the Board of County
6 Commissioners of Multnomah County, Oregon.

7 (SEAL)

8
9 _____
10 Beverly Stein, Chair
Multnomah County, Oregon

11 REVIEWED:

12 LAURENCE KRESSEL, COUNTY COUNSEL
13 FOR MULTNOMAH COUNTY, OREGON

14 By _____

Jacqueline A. Weber
15 Assistant County Counsel

16
17
18
19 F:\DATA\COUNSEL\WPDATA\SEVEN\1000JAW.ORD\jaw

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ATTACHMENT A

EMERGENCY MEDICAL SERVICE AND AMBULANCE CODE

MULTNOMAH COUNTY CODE 6.33

CONTENTS

6.33.005	TITLE
6.33.010	PURPOSE
6.33.015	REPLACEMENT
6.33.020	DEFINITIONS
6.33.030	LICENSE REQUIRED
6.33.035	EXEMPTIONS
6.33.040	LICENSE TYPE
6.33.043	AMBULANCE STAFFING
6.33.045	LICENSE REQUIREMENTS
6.33.050	APPLICATION FOR LICENSE
6.33.055	INSPECTION
6.33.060	ISSUANCE OF LICENSE
6.33.065	DENIAL, REVOCATION
6.33.070	LICENSE TERM
6.33.075	RENEWAL
6.33.080	NOTIFICATION OF CHANGE
6.33.085	AMBULANCE IDENTIFICATION
6.33.090	PROHIBITED ACTIVITIES
6.33.095	VIOLATIONS
6.33.096	PENALTY, ADDITIONAL REMEDIES
6.33.098	APPEALS
6.33.099	EFFECT OF HEARING
6.33.100	MEDICAL DIRECTION
6.33.105	ON-LINE MEDICAL DIRECTION
6.33.110	MEDICAL ADVISORY BOARD
6.33.115	TRAINING AND EDUCATION
6.33.200	EMS ADMINISTRATION
6.33.300	QUALITY MANAGEMENT/IMPROVE
6.33.400	EMS FIRST RESPONSE
6.33.450	AMBULANCE SERVICE AREA
6.33.455	AMBULANCE SERVICE CONTRACT
6.33.460	REASSIGNMENT
6.33.500	CHARGES FOR SERVICE
6.33.505	RATE ADJUSTMENT DEFINITIONS
6.33.510	CONTRACT/RATE COMMITTEE
6.33.515	RATE ADJUSTMENT PROCEDURE
6.33.520	ORDERS
6.33.525	CRC RATE REVIEW PROCEDURES
6.33.530	APPEALS TO BOARD
6.33.535	CRC CONTRACT REVIEW
6.33.600	AMBULANCE DISPATCH
6.33.625	CODE-3 RESPONSE
6.33.650	COMMUNICATIONS
6.33.655	HOSPITAL AVAILABILITY
6.33.700	MASS CASUALTY INCIDENTS
6.33.750	SPECIAL RESPONSE

6.33.005. Title.

This chapter may be cited as the "Multnomah County Emergency Medical Services and Ambulance Code" and may be so referred to.

6.33.010. Purpose.

(A) The Board has determined that it is necessary to regulate providers of emergency medical services and ambulance services to assure that the citizens of Multnomah County receive prompt, effective, efficient, coordinated, and consistently high levels of pre-hospital care before and during transport to a medical facility.

(B) Ordinance 789 (June 9, 1994) adopts the ambulance service plan for Multnomah County. This chapter provides for the implementation of that plan.

6.33.015. Replacement.

This chapter replaces Multnomah County Code Chapter 6.32.

6.33.020. Definitions.

As used in this chapter, unless the context requires otherwise.

"Administrator" means the administrator of the office of Emergency Medical Services of the Health Department of Multnomah County, Oregon.

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.

"Ambulance Services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of pre hospital medical or emergency care, if necessary.

"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of County, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a County emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire County and by meeting the other requirements of the Oregon Administrative Rules (OAR).

"Appeals Hearing Officer" or "Hearings Officer" means the person or persons designated to conduct contested case hearings concerning actions in licensing and rate regulation under this chapter.

"Board" means the Board of County Commissioners of Multnomah County, Oregon.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"Contract Compliance and Rate Regulation Committee" (CRC) means the committee appointed by the Board to review contract compliance and to review and recommend rate adjustments.

"CHORAL" means the on-line computer link among all the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"Critical Care Transport" (CCT) means an ambulance providing transport between medical care facilities and providing care at the level of a hospital critical care unit.

"County" means Multnomah County, Oregon.

"Division" or "State" means the EMS Section, Oregon Health Division, Department of Human Resources.

"Do business in Multnomah County" means to provide emergency ambulance service, non-emergency ambulance service, or other emergency medical service in Multnomah County, provided however, that transporting patients from

outside the County to a destination within the County only shall not be considered doing business within the County.

"Effective provision of ambulance services" means ambulance services provided in compliance with the County ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the County ambulance service plan provisions for provider selection.

"Eight Hundred MHz (800 MHz)" means a radio system used for emergency communications throughout the County.

"Emergency Medical Dispatcher" (EMD) means a person who is certified as an EMD by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those pre hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, first responder services, ambulance services, patient care, communications, system evaluation, and public education.

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency medical services within the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels defined in ORS Chapter 823.

"Employee" means an employee, agent, or EMT employed by a licensee.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are currently fire departments throughout the County.

"HEAR" means an identified radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"License" means a non-transferable, non-assignable permit, personal to the person or corporation to whom it is

issued, issued by the administrator, authorizing the person or corporation to do business in Multnomah County.

"Licensee" means a person or corporation possessing a valid license under this chapter.

"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"Medical Advisory Board" (MAB) means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in this chapter.

"Medical Resource Hospital" (MRH) means that hospital, contracted to MCEMS, to provide on-line medical control to EMTs.

"Multnomah County EMS (MCEMS)" means that organizational division within the Health Department responsible for the administration and coordination of the EMS system in the County.

"Non-Emergency Ambulance" means an ambulance, licensed by the County under this chapter, that provides routine medical transportation to patients who do not require emergency response.

"On-line Medical Control" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity providing emergency ambulance or first response to medical emergencies.

"Provider Selection Process" means the process established by the County for selection of an exclusive emergency ambulance service provider.

"Public Safety Answering Point" (PSAP) or "9-1-1" means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

"Urban Growth Boundary" (UGB) means the planning boundary developed by METRO that delineates the areas considered "urban" and "rural" for purposes of this chapter.

"User Fees", EMSMD Fees, or "Franchise Fees" means the fees established under Multnomah County Code, payable by the

provider to the County, for system administration, regulation, and medical supervision.

6.33.030. License required.

It shall be unlawful for any person to do business in Multnomah County without a license issued under this chapter.

6.33.035. Exemptions.

This chapter shall not apply to:

(A) Vehicles owned or operated by the Federal government.

(B) Vehicles being used to render temporary assistance in the case of public catastrophe or emergency with which the licensees and other defined units are unable to cope.

(C) Vehicles operated solely on private property, the incidental crossing of public streets or roads notwithstanding.

(D) Persons operating vehicles under subsections (A) through (C) of this section.

6.33.040. License Types

(A) There shall be three types of ambulance licenses available in the County:

(1) Advanced Life Support (ALS).

(2) Basic Life Support (BLS).

(3) Air Ambulance.

(B) Marine Ambulances shall be considered as a marine version of either (1) or (2) above.

(C) In addition, the EMSMD may designate a license type for Critical Care Transport (CCT).

(D) MCEMS shall promulgate rules for each type of ambulance that specify staffing, equipment, supplies, use, operating policies, and other pertinent requirements for doing business in the County.

(E) The authorization to respond to emergency medical calls is not a condition of license and such authorization must be separately obtained under Section 6.33.455 of this chapter.

6.33.043. Ambulance Staffing.

(1) ALS ambulances responding to emergency calls shall be staffed with two(2) EMT-Paramedics.

(2) ALS ambulances transferring patients from hospitals to other facilities may be staffed at the minimum with one(1) EMT-Paramedic and one(1) EMT-Basic.

(3) The EMSMD shall specify staffing requirements for critical care ambulances if such a license is required under this chapter.

(4) All other ambulances shall be staffed with two(2) EMT-Basics and shall provide only BLS service.

(5) EMT-Intermediates staffing BLS ambulances in Multnomah County shall do so at the EMT-Basic scope of practice.

6.33.045. License Requirements

To obtain a license and remain a licensee, each applicant must:

(A) Meet all Federal, State, and County requirements for the operation of an ambulance.

(B) Comply with the application and license renewal requirements under this chapter.

(C) Maintain vehicles and equipment in accordance with standards, requirements and provisions of state statutes and rules and in accordance with the provisions of this chapter.

(D) Maintain, and make available as requested by MCEMS, a patient care record for each ambulance call, dispatch records, both written and recorded, for all calls and requests for service, and other information pursuant to this chapter.

(E) Prohibit from practice, any EMT or EMT trainee who suffers suspension, revocation, or termination of certificate by the state health division, or who is not currently approved for practice by the EMSMD.

(F) Identify and mark ambulances in accordance with this chapter.

(G) Meet all other applicable requirements under this chapter.

(H) Pay to County all fees required under this chapter.

6.33.050 Application for License.

(A) Application for a license issued under this chapter shall be made on forms provided by MCEMS and containing information found necessary to achieve the purposes of this chapter. This will include a schedule of rates to be charged by the licensee.

(B) A license fee of \$250.00 for each ambulance operated by the applicant shall accompany the license application. No application will be considered without the accompanying fee.

(C) No additional fee shall be charged for an ambulance that is replacing a currently licensed ambulance during the license period.

(D) The fee shall cover the annual license period and shall not be prorated for less than the period.

(E) Fees under this section shall not apply to governmental providers of EMS (unless under contract to the County), rural fire protection districts, or volunteer ambulance companies.

6.33.055. Inspection.

(A) Within thirty (30) days of the receipt of an application for a new license, MCEMS shall inspect and test each ambulance for which a license is requested.

(B) Subsequent inspections of licensed ambulances may be made from time to time to determine continued compliance with this chapter.

6.33.060. Issuance of License.

The administrator shall issue a license upon finding that:

(A) An accurate and complete application has been submitted and all fees, if required, have been paid;

(B) Insurance policies as required by State and County are in force;

(C) Ambulances, equipment and personnel meet all requirements of state law and this chapter;

(D) Personnel staffing the ambulance are approved for practice by the EMSMD;

(E) All County rules and regulations governing the operation of an ambulance service and other applicable rules and regulations have been met;

(F) A schedule of charges for service have been filed with MCEMS.

6.33.065. Denial of Application; License Revocation.

(A) In the event that an applicant's request for a license is denied, or revoked or suspended, the administrator shall provide the applicant or licensee with a written notice of the action, clearly stating the facts and conclusions and ordinance or rule provision upon which the action is based. This applicant must be advised of the right to appeal and the time within which such appeal must be filed. The applicant may then appeal under Section 6.33.098 of this chapter or file an amended application without an additional fee.

(B) Fees submitted with an application that is denied are not refundable.

(C) Any person whose license has been denied or revoked may, after one year from the date of denial or revocation, reapply for a license upon submittal of a new application and the required fees under Section 6.33.050 of this chapter.

6.33.070. License Term

The initial license shall be for a period to terminate with the conclusion of the fiscal year of the County. Renewed licenses shall be for a period of twelve (12) months.

6.33.075. Renewal

(A) Renewal applications shall be made no later than thirty (30) days prior to the license expiration date.

(B) Fees for the renewal of a license shall be the same as the fees for an initial license and shall be paid at the time of the renewal application.

(C) Where a licensee has made a timely application for renewal, such license shall not be deemed to expire, despite any stated expiration date on the license, until a formal order granting or denying the license has been issued.

6.33.080. Notification of Change in Circumstances.

If the status of a licensee under this chapter changes in regard to the number of ambulances owned or operated, the sale or discontinuance of the business, or anything substantially changing the information contained in the initial application, the licensee must immediately inform MCEMS of such changes.

6.33.085. Ambulance Identification; Advertisement.

(A) All ambulances shall meet all identification requirements specified in state and federal statute.

(B) Ambulances under contract to the County for emergency medical response shall be identified as specified in the contract and shall not display any telephone number other than "9-1-1"

(C) Ambulances not under contract for emergency medical response may not display words such as "paramedic unit", "medic unit", "advanced life support", "emergency", or other words indicating a level or type of medical care provided.

(D) Ambulances not under contract to the County may not advertise on the ambulance or in any other way that they provide emergency medical response. They may not display "9-1-1" on the ambulance.

6.33.090. Prohibited Activities.

No applicant or licensee, applicant or licensee's employee, or any other person doing business under this chapter shall:

(A) Make a false statement of a material fact, or omit disclosure of a material fact, in an application for a license;

(B) Monitor or intercept police, fire, medical, or other radio dispatch or transmission with the intent of providing service or for profit or gain;

(C) Solicit information as to accident locations by payment of any form of gratuity;

(D) Charge for services not performed, make duplicate charges for the same service, or charge rates exceeding those on file with MCEMS;

(E) Perform the services of an EMT unless authorized by state law, this chapter, and the requirements adopted thereunder;

(F) Respond by ambulance to an emergency call unless so authorized by BOEC or under a provision of this chapter;

(G) Falsify, deface, or obliterate a license or certificate required under this chapter;

(H) Transport an emergency patient in any other vehicle other than a licensed ambulance and to any other facility other than a hospital emergency department unless otherwise allowed for in this chapter.

(I) Receive on-line medical advice from any other source other than Medical Resource Hospital (MRH) unless communications with MRH are unavailable.

6.33.095. Violations

(A) The administrator shall, upon finding that a violation of this chapter or applicable federal, state, municipal, or County laws, ordinances, rules, or standards and requirements affecting emergency medical services has occurred, provide written notice to the licensee, and shall demand that if correctable, the violation be corrected within not more than thirty (30) days from the date of notice, and/or, subject to the authority of the administrator, to immediately suspend or revoke a license under Section 6.33.099 of this chapter.

(B) In the event of a notice under subsection (A) of this section:

(1) The licensee shall notify MCEMS when corrective action, if required, has been taken.

(2) If a licensee fails to take required corrective action in the time required, the licensee may be fined or the license may be revoked or suspended, subject to appeal under Section 6.33.098 of this chapter.

(3) Notice shall be in writing. Mailed notices shall be given to the last known address of the licensee and shall be considered given at the date of mailing.

6.33.096. Penalty; Additional Remedies.

(A) Violation of this chapter shall be a County offense and may be punished by a civil penalty of not more than \$10,000.

(B) A schedule of fines to be levied for violations of this chapter shall be found in EMS administrative rule.

(C) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(D) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.

6.33.098. Appeals.

(A) A person receiving a notice of denial, refusal to renew, suspension, or revocation of license, or a violation as provided in this chapter, may request a hearing by an appeals hearing officer by filing a written request with the administrator within ten (10) days of the date of the notice, setting forth reasons for the hearing and the issues to be heard.

(B) The administrator shall, upon receipt of a timely request, notify the hearings officer who will set a time and place for the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing and notify the parties.

(C) The hearing shall be conducted by the hearings officer in accordance with the most recently published Attorney General's Model Rules of Procedure.

(D) The hearings officer shall issue a final order within thirty (30) days of the termination of the hearing.

(E) An appeal of the final order, may be filed within ten (10) days of the date of the order, with the clerk of the Board, who shall schedule a hearing before the Board and notify the parties.

(F) The Board may confirm, alter, or revoke the order of the hearing officer and the action of the Board shall be considered final.

(F) A licensee who is unsuccessful in an appeal to a hearings officer or in any subsequent appeal to the Board, shall reimburse the County for the fee paid to the hearings officer.

6.33.099. Effect of Filing a Hearing Request.

Filing of a hearing request shall abate any further proceedings by the administrator, provided however, that in any case where the EMS Medical Director or the County Health Officer finds a serious danger to the public health or safety, the administrator may suspend or refuse to renew a license without a hearing. The effected licensee receiving such a notice may request a hearing with the Board of

Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

6.33.100. Medical Direction and Supervision.

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of licensed ambulance services within the County and working within the County. In addition, the EMSMD may serve as the physician supervisor for EMTs employed by EMS first responder agencies, by agreement with the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care including, but not limited to:

(a) Dispatch and pre-arrival protocols;

(b) Transport triage criteria and protocols;

(c) Specific requirements for EMTs working within the County;

(d) Approved equipment, supplies, and drugs;

(e) Patient care protocols;

(f) Medical criteria for response times;

(g) Patient transfer criteria; and

(h) Critical care inter-facility transport criteria.

(D) Assistants to the medical director.

(1) The EMSMD may appoint assistants to help carry out the duties assigned to the Medical Director. The EMSMD retains the sole responsibility for all assigned duties.

(2) Funding for assistants to the EMSMD, if any, shall be recommended by the administrator.

(E) The EMSMD may appoint committees or individuals as deemed necessary, to provide advice regarding the duties of the medical director.

(F) The administrator is authorized to collect fees from employers of EMTs to off-set the cost to County for the EMSMD and any assistants. These fees shall be limited to the salary and benefits of the EMSMD and agents. Fees will change only with compensation changes approved by the County.

6.33.105. On-line Medical Control.

(A) On-line medical control shall be provided by a Medical Resource Hospital (MRH).

(B) Standards for the MRH shall be determined by the EMSMD and implemented through a performance agreement between MRH and MCEMS.

(C) Compensation for MRH services shall be recommended by the administrator and approved by the Board of County Commissioners.

6.33.110. EMS Medical Advisory Board.

(A) There is created an EMS Medical Advisory Board (MAB) which shall consist of the following persons:

(1) Three physicians, interested and involved in pre-hospital emergency care, one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH;

(2) One physician, recommended by the County Health Officer as a member-at-large;

(3) One nurse, specializing in emergency care, and recommended by the Emergency Nurses Association;

(4) Two paramedics recommended by organizations representing paramedics.

(B) Members shall be appointed by the Board for terms of three years.

(C) Responsibilities shall include:

(1) Provision of advice to the EMSMD and MCEMS;

(2) An annual report to the Board of County Commissioners on the effectiveness of pre-hospital medical care provided by the EMS system to the citizens of Multnomah County.

(D) The chair of the MAB shall be appointed by the EMS Medical Director.

(E) Members shall be reimbursed for expenses authorized by the administrator .

6.33.115. Training and Education.

(A) All training and continuing education for EMTs will be provided through a coordinated educational program approved by the EMSMD.

(B) The program will offer education and training opportunities which include state recertification requirements, issues identified as a result of the quality improvement process, new, "state-of-the-art" information, changes in patient care protocols, and other pertinent topics.

(C) Current and additional training and education resources from the public and private sectors will be used to provide these activities to EMTs. They will be coordinated to insure their maximum use and availability.

(D) Particular attention will be paid to the training needs of the volunteer rural first responders and system resources will be made available to assist in meeting these needs.

(E) Training and education standards, EMT attendance requirements, and County specific education and training requirements shall be the responsibility of the EMSMD.

(F) There may be appointed, an "education coordinator" to assist the EMSMD. This position may be employed by the County or provided under contract to the County. This position may be funded from EMS system revenues as specified by the administrator and with the agreement of the majority of licensees.

6.33.200. EMS Program Office, Administration.

(A) There shall be within the County Health Department an EMS program office (MCEMS) which is responsible for the implementation, regulation, coordination, and enforcement of this chapter, the ambulance service plan and other EMS planning, and the administration of the emergency ambulance service contract.

(B) The responsibilities in (A) above may be accomplished through the promulgation of administrative rules, by the administrator, in accordance with the County's administrative rule process. All such rules that pertain to patient care, EMT practice, ambulance equipment and supplies, and other medical matters shall be approved by the EMSMD prior to implementation.

(C) The administrator is delegated the authority for the enforcement of this chapter including the requirement for the production of relevant records, documents, and recordings. The administrator shall have the authority to subpoena such records when necessary to insure their production.

(D) The administrator may hold hearings on matters of compliance with this chapter and subpoena and require attendance of witnesses at such hearings.

(E) The administrator may appoint committees or individuals, as deemed necessary, to provide advice to the administrator.

6.33.300. System Quality Management and Improvement.

(A) All licensees are required as a condition of license, and all other EMS providers are encouraged, to participate in the quality management program for the EMS system. Participation includes:

(1) Providing patient care data, dispatch and call determination data, EMT training and education information, vehicle maintenance information, EMT rosters, patient or other complaints, and other data and information determined by MCEMS to be necessary for the quality management process. This data is to be provided in a form and frequency to be determined by MCEMS;

(2) Serving on review bodies, committees, problem solving groups, as may be required;

(3) Implementing system changes and modifications in a timely manner;

(4) Maintaining an internal quality improvement process and providing information on the problems and outcomes to the system program;

(B) All data, information, and proceedings associated with the quality management program that could identify patients, specific events, patient medical conditions, locations, or other possible identifiers shall be considered confidential and protected from discovery in accordance with ORS Chapter 1079.

(C) There shall be a quality management committee, chaired by the EMSMD, and responsible for the development, implementation, and on-going monitoring of the quality management and improvement process.

6.33.400. EMS First Response

(A) MCEMS shall enter into agreements with all agencies providing medical first response. These agencies are fire departments and districts, police or sheriff, or other public emergency responders. These agreements shall include, but are not limited to:

- (1) Types of call response and dispatch protocols,
- (2) Response time goals,
- (3) Level of personnel training and staffing,
- (4) Educational and training support provided by MCEMS,
- (5) Equipment, supply, or other support from MCEMS,
- (6) Quality management participation,
- (7) Medical supervision through the EMSMD.

6.33.450. Emergency Ambulance Service Area.

(A) All of Multnomah County comprises a single ambulance service area served by a provider selected by the board and operating under contract or intergovernmental agreement with the County which specifies the conditions of service.

(B) In order to insure the most effective medical response with the resources available MCEMS will:

- (1) Enter into an exclusive emergency ambulance service contract with a qualified ambulance service provider.

(2) Designate response time zones within the ambulance service area. Each zone will have a response time requirement for each level of service.

(3) The zones designated in (1) above will be incorporated into the contract for exclusive emergency ambulance service.

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah County when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

6.33.455. Exclusive Emergency Ambulance Service Contract

(A) The exclusive provider of emergency ambulance service for the single ASA in the County shall be selected through a competitive proposal process by the Board of County Commissioners.

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider.

(C) The contract for emergency ambulance service shall specify all performance and operational criteria not otherwise stated in this chapter. The selected emergency ambulance provider shall enter into an agreement with the County that includes, but is not limited to, the following:

(1) The qualifications required to provide service under the agreement;

(2) Performance criteria such as response time requirements, area coverage, staffing;

(3) Charges for service;

(4) Information and data reporting requirements;

(5) The relationship between the parties to the agreement;

(6) Specifics of participation in the EMS system quality improvement program;

(7) Medical supervision requirements;

(8) Remedies for failure to meet the tenants of the agreement; and

(9) Fee requirements for medical supervision and program management and support.

(B) The contract shall have specific requirements that insure appropriate policies effecting the employees of the provider. These requirements include:

(1) A workforce diversity plan that meets all federal, state, and local standards. The plan must include a specific process for the recruitment and retention of women and minority EMTs.

(2) Agreement to provide employment consideration and priority to paramedics displaced from employment with the providers in Multnomah County prior to the contract implementation to the extent that positions are available.

(3) Providing an Employee Assistance Program (EAP) to all EMTs. The EAP programs in force by the County and the city of Portland shall serve as the standard for evaluation of offered programs.

6.33.460. Reassignment

(A) Should the contracted provider resign its interest in the ASA or should the County terminate the agreement, the County shall then select a replacement provider(s) by a method recommended by the administrator and approved by the Board.

(B) At the end of the term of the contract the Board may exercise its option of renewing the contract or seeking a replacement provider.

6.33.500. Ambulance Charges for Service.

(A) All licensees under this chapter shall provide MCEMS with a schedule of the charges (fees) for services they provide. This schedule must be current at all times.

(B) No charge for service may exceed that which is listed on the most recent schedule on file at MCEMS.

(C) Charges for services provided under contract to the County shall be limited to those specified in the contract and may not be changed, adjusted or modified except through the rate adjustment proceeding.

6.33.505 Rate Adjustment Definitions.

"Applicant" means a provider whose rates are regulated pursuant to this chapter and who requests or applies for a rate adjustment.

"Intervenor" means a person whom the Contract Review Committee (CRC) or the hearings officer has allowed to participate in a proceeding subject to the rights provided by these Rules.

"Officer" means a hearings officer to whom the County has delegated authority to conduct hearings pursuant to these rules.

"Operating expenses" or "allowable costs" means those costs attributed to the provision of emergency medical services provided under the exclusive provider agreements required by this chapter.

"Party" means a provider whose rates are regulated pursuant to this chapter and any person admitted as an intervenor pursuant to these Rules.

6.33.510. Contract Compliance and Rate Regulation Committee (CRC).

(A) There shall be a Contract Compliance and Rate Regulation Committee (CRC), appointed by the Board of County Commissioners, upon the recommendation of MCEMS.

(B) The CRC shall be comprised of the following members:

- (1) A person with expertise in ambulance operations;
- (2) An attorney with health care expertise;
- (3) A person in the business of health care administration or health care financing;
- (4) An accountant;
- (5) An EMS provider not regulated by this chapter;
- (6) A citizen residing within Multnomah County.

(C) The CRC will meet and review the response times and other performance requirements of the ambulance service contract and make recommendations to the EMS Administrator. The CRC will review all requests for rate adjustments and make recommendations to the EMS Administrator.

(D) The initial rates incorporated in the exclusive ambulance service contract shall be verified and recommended to the Board by the RFP evaluation committee, acting as the Contract Compliance and Rate Regulation Committee for purposes of this initial review.

6.33.515. Rate Adjustment Procedure.

(A) A request for a rate adjustment may be made by a licensee whose rates are regulated by this chapter or by MCEMS. This process is for contested rate increases or unusual rate increase requests. The exclusive ambulance contract rate adjustment formula is not subject to this section.

(B) The rate adjustment procedure is a contested hearings process with an appointed hearing officer that allows all interested, qualified parties to participate. The order of the hearing officer is forwarded to the CRC for final determination of the rates to be charged.

(C) There are a variety of persons who may participate in rate proceedings conducted by the County. They include the contracted provider of emergency ambulance service, other providers of ambulance service, third party payers for ambulance service, MCEMS, employees of ambulance companies, and users of emergency ambulance service.

(D) The regulated provider shall submit to the rate hearing a reviewed financial statement prepared by a certified public accountant or, if a public provider, by the appropriate financial officer.

(E) Financial statements shall be in a form and include accounts as required by MCEMS. The statements shall show only allowable costs as specified in the ambulance service contract and also shall show total costs for all accounts that require an allocation to determine allowable costs including the application of the allocation methodology to the total costs.

(F) Any person who resides or does business in Multnomah County may petition to intervene in any proceeding conducted under this section. The petition to intervene shall contain the following information:

(1) The name and address of the petitioner;

(2) The name and address of the attorney, if any, representing the petitioner;

(3) If the petitioner is an organization, the number of members in and the purposes of the organization;

(4) The nature and extent of the petitioner's interest in the proceeding;

(5) The issues the petitioner intends to raise at the proceeding; and

(6) Any special knowledge or expertise of the petitioner which would assist the County in resolving the issues in the proceeding.

(G) If the hearings officer finds the petitioner has sufficient interest not otherwise represented in the proceeding and the petitioner's appearance and participation will not unreasonably broaden the issues, burden the record, or unreasonably delay the proceeding, the hearings officer shall grant the petition.

(H) The hearings officer shall set the time and place for a hearing on the proposals for a rate adjustment. The hearing shall be held within 15 days of the time fixed by the administrator for receipt of the schedules of proposed rates. Notice shall be served on all parties at least 30 days prior to the date of the hearing, in person, by mail, or by any other reasonable means of delivery.

(I) MCEMS may request of any party the production of documents relevant to the determination of any issue currently a part of a rate setting proceeding under this chapter. The request shall set forth the general relevance and reasonable scope of the documents sought. A party may return with any requested documents a form protective order providing for the confidentiality of those documents. The form protective order shall be provided by MCEMS with each and every request for documents. Should a party refuse to produce the requested documents, the administrator may issue a subpoena for the documents.

6.33.520. Orders.

(A) The hearings officer shall issue a written recommended order, no later than 30 days after the date on which the hearing was closed, which shall be based solely on the record made at the hearing and shall forward that order to the CRC.

6.33.525. CRC Rate Review Procedures.

(A) The CRC shall schedule a review of the recommended order, which shall be held no more than 30 days after service of the recommended order.

(B) CRC review of final recommended orders shall be confined to the record of the proceeding below, which shall include:

(1) All materials, submitted by any party and received by the hearings officer;

(2) All materials submitted by staff to the hearings officer;

(3) The transcript of the hearing below;

(4) The findings and conclusions of the hearings officer.

(C) The CRC may allow oral or written argument by the parties.

(D) Parties shall limit their argument to the CRC to issues regarding an error of law or fact in the order which is essential to the decision and which the party raised in exceptions filed under these Rules.

(E) The CRC may affirm, reverse, remand, or modify the decision of the hearings officer.

(F) The CRC shall prepare a decision which shall include written findings of fact and conclusions, based upon the record. The CRC shall serve the decision upon all parties to the hearing.

(G) Unless appealed to the Board within the time specified, the decision of the CRC shall be final and non-appealable.

6.33.530. Appeals to Board of Commissioners.

(A) Within 10 days from the date a decision of the CRC is served, a party may file an appeal with the Board.

(B) The appeal to the Board shall specify:

(1) The portion of the challenged order which the appellant contends is erroneous or incomplete;

(2) The portion of the record, laws, or rules relied upon to support the appeal;

(3) The change in the order which the Board is requested to make;

(C) The Board may grant an application for an appeal if the applicant shows that there is an error of law or fact in the order which is essential to the decision and which the party appealing raised in exceptions filed under these Rules.

(D) The Board may affirm, reverse, remand, or modify the decision of the CRC.

(E) The Board's decision shall become final at the close of business on the 10th day after service of the decision on the parties.

6.33.535. CRC Contract Compliance Review Procedures.

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

6.33.600. Ambulance Dispatch.

(A) Dispatch for emergency ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, medical information requirements (pre-arrival instructions), and data reporting requirements shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

6.33.625 Code-3, (Priority 1, Lights and Sirens).

(A) "Code-3" or "Priority 1" means driving an emergency vehicle with the aid of warning lights and sirens.

(B) Ambulances may respond to a call Code-3 only when dispatched by BOEC.

(C) Ambulances are prohibited from responding to a hospital or other facility, for the purpose of initiating a non-patient call (e.g. pick up of a transport team), code-3.

(D) Any ambulance use of code-3 driving other than to respond to an emergency call dispatched by BOEC, deliver a patient to a hospital, or to deliver a transplant organ to a hospital shall be reviewed by MCEMS for appropriate use of code-3 driving. "Appropriate" is defined as responding to save the life of a patient.

6.33.650. Communications.

(A) Each ambulance shall be equipped with radios and/or other communication equipment as specified by MCEMS.

(B) All ambulances will be equipped, at a minimum, with a radio that allows communication with their dispatch center and the receiving hospitals.

(C) Each receiving hospital and MRH will communicate with ambulances on radio equipment specified by MCEMS.

(D) It shall be the responsibility of each licensee to purchase, install and maintain such equipment. The County shall not be responsible for any cost associated with this equipment.

(E) The policies for the use of such equipment, the security of the equipment, and system access requirements shall be promulgated by MCEMS in conjunction with the City of Portland and other parties involved in radio system operations.

6.33.655. Hospital Availability, Ambulance Diversion.

(A) Information regarding the ability of hospitals to receive ambulance transported patients shall be provided to ambulance units, by BOEC, using the CHORAL system.

(1) Each receiving hospital wishing to change its receiving status from time to time shall be equipped with the necessary computer and other requirements for participation in the CHORAL system. Hospitals not

participating in the CHORAL system shall be considered available for ambulance transports at all times.

(2) Ambulance companies may have CHORAL equipment for purposes of monitoring the system. The BOEC CHORAL computer information shall be the official information for the CHORAL system.

(B) Ambulances may be diverted from an intended hospital destination based only on the information provided by the CHORAL system. In the event of a failure of the CHORAL system, other means of communication, as authorized by the administrator, may be used to convey the hospital status.

(C) Nothing in this chapter is intended to supersede any state or federal laws or regulations regarding ambulance diversion or patient destination.

6.33.700. Mass Casualty Incidents (MCI)

(A) The MCI plan, as attached to the EMS administrative rules, shall serve as the guide for the response of first responders and ambulances and the care and transportation of persons, when the number of persons meets the criteria for implementation of the plan. This plan shall be reviewed from time to time by the EMSMD and modified when necessary to insure that current standards of care are being met.

(B) It is the intent that the MCI plan will be developed and maintained on a regional basis.

(C) Any licensed ambulance may be required to respond to a mass casualty incident. Those ambulances not under contract to the County will be used only at the request of the EMS administrator or by EMS approved protocol.

6.33.750. Special responses.

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are the responsibility of the fire first responders, and in the case of search and rescue, the sheriff.

(B) Response by specialized units of the ambulance providers shall be only at the direction of the responding provider in (A) above, through BOEC dispatch.

3/30/95

Saltzman
SUBMITTAL

Ordinance 6.33 (we will add as 6.33.100(F):

"The EMSMD may not implement protocols, nor take other actions that would change the standards in the Ambulance Service Area Plan or in this chapter without approval by the Board of County Commissioners."

Please let me know what you think.

Health Department
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER



Emergency Medical Services

Multnomah County

MEMORANDUM

TO: EMS Medical Advisory Board
Ambulance License Holders
Interested Parties

FROM: Bill Collins
EMS Director

DATE: February 2, 1995

RE: EMS Ordinance Replacing MCC 6.32

BOARD OF
COUNTY COMMISSIONERS
1995 FEB - 6 PM 4:03
MULTNOMAH COUNTY
OREGON

=====

Enclosed is the draft of the EMS ordinance that will replace the current MCC 6.32.

This ordinance has new language for the EMS Medical Director, rate review, ambulance contracting, and code-3 calls. Other sections have been revised to meet the requirements in the ASA plan.

Please review the draft and provide your comments and recommended additions, deletions, and corrections to the EMS office by February 24, 1995. We will make final changes prior to the first reading before the Board of County Commissioners, scheduled for March 16, 1995.

c: Gary Oxman, MD
Chair, Board of County Commissioners
County Commissioners

Health Department
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

DRAFT

EMERGENCY MEDICAL SERVICE AND AMBULANCE ORDINANCE

MCC 6.33

[TO REPLACE MCC 6.32]

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6.33.005. Title.

This chapter may be cited as the "Multnomah County Emergency Medical Services and Ambulance Code" and may be so referred to.

6.33.010. Purpose.

(A) The Board has determined that it is necessary to regulate providers of emergency medical services and ambulance services to assure that the citizens of Multnomah County receive prompt, effective, efficient, coordinated, and consistently high levels of pre-hospital care before and during transport to a medical facility.

(B) Ordinance 789(June 9,1994) adopts the ambulance service plan for Multnomah County. This chapter provides for the implementation of that plan.

6.33.015. Replacement.

This chapter replaces Multnomah County Code Chapter 6.32.

6.33.020. Definitions.

As used in this chapter, unless the context requires otherwise.

"Administrator" means the administrator of the office of Emergency Medical Services of the Health Department of Multnomah County, Oregon.

"Advanced Life Support" (ALS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Paramedic as defined in ORS Chapter 823.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or water craft that is regularly provided or offered to be provided for the timely or emergency transportation of persons suffering from illness, injury, or disability. All vehicles capable of providing transportation to the sick or injured and staffed with personnel trained to care for such individuals and equipped with supplies and equipment necessary for the care of the sick or injured shall be considered an ambulance.

"Ambulance Services" means the transportation of an ill, injured, or disabled individual in an ambulance and, in connection therewith, the administration of pre hospital medical or emergency care, if necessary.

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"Ambulance Service Area" (ASA) means a geographic area that is served by one ambulance service provider and may include all or a portion of County, or all or portions of two or more contiguous counties.

"Ambulance Service Plan" means a written document that outlines a process for establishing a County emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire County and by meeting the other requirements of the Oregon Administrative Rules (OAR).

"Appeals Hearing Officer" or "Hearings Officer" means the person or persons designated to conduct contested case hearings concerning actions in licensing and rate regulation under this chapter.

"Board" means the Board of County Commissioners of Multnomah County, Oregon.

"Basic Life Support" (BLS) means those medical services that may be provided within the scope of practice of a person certified as an EMT-Basic as defined in ORS Chapter 823.

"Bureau of Emergency Communications" (BOEC) means the Bureau within the City of Portland that maintains the 9-1-1 telephone answering system and the dispatch service for police, fire and EMS for the County.

"CHORAL" means the on-line computer link among all the receiving hospitals within Multnomah County that provides information on the status of those hospitals for receiving ambulance transports.

"Critical Care Transport" (CCT) means an ambulance providing transport between medical care facilities and providing care at the level of a hospital critical care unit.

"County" means Multnomah County, Oregon.

"Division" or "State" means the EMS Section, Oregon Health Division, Department of Human Resources.

"Do business in Multnomah County" means to provide emergency ambulance service, non-emergency ambulance service, or other emergency medical service in Multnomah County, provided however, that transporting patients from outside the County to a destination within the County only shall not be considered doing business within the County.

"Effective provision of ambulance services" means ambulance services provided in compliance with the County

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ambulance service plan provisions for boundaries, coordination, and system elements.

"Efficient provision of ambulance services" means effective ambulance services provided in compliance with the County ambulance service plan provisions for provider selection.

"Eight Hundred MHz (800 MHz)" means a radio system used for emergency communications throughout the County.

"Emergency Medical Dispatcher" (EMD) means a person who is certified as an EMD by the Board on Public Safety Standards and Training as defined in ORS 401.735.

"Emergency" means a non-hospital occurrence or situation involving illness, injury, or disability requiring immediate medical services, wherein delay of such services is likely to aggravate the condition and endanger personal health or safety.

"Emergency Medical Services" (EMS) means those pre hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue, first responder services, ambulance services, patient care, communications, system evaluation, and public education.

"Emergency Medical Services Medical Director" (EMSMD) means a physician employed by the County to provide medical direction to the EMS system and medical supervision to EMTs providing emergency medical services within the County.

"Emergency Medical Technician" (EMT) means a person certified at one of the levels defined in ORS Chapter 823.

"Employee" means an employee, agent, or EMT employed by a licensee.

"First Responder" means an organization that provides fast response to emergency medical calls by EMTs before the arrival of an ambulance. These organizations are fire departments throughout the County.

"HEAR" means an identified radio frequency used for ambulance to hospital and hospital to hospital radio communications.

"License" means a non-transferable, non-assignable permit, personal to the person or corporation to whom it is issued, issued by the administrator, authorizing the person or corporation to do business in Multnomah County.

"Licensee" means a person or corporation possessing a valid license under this chapter.

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"Mass Casualty Incident" (MCI) means an emergency medical incident with enough injured or ill persons to meet the requirements for scene and medical management as defined in the EMS Administrative Rules, MCI Plan.

"Medical Advisory Board" (MAB) means the advisory committee appointed by the Multnomah County Board of Commissioners as defined in this chapter.

"Medical Resource Hospital" (MRH) means that hospital, contracted to MCEMS, to provide on-line medical control to EMTs.

"Multnomah County EMS (MCEMS)" means that organizational division within the Health Department responsible for the administration and coordination of the EMS system in the County.

"Non-Emergency Ambulance" means an ambulance, licensed by the County under this chapter, that provides routine medical transportation to patients who do not require emergency response.

"On-line Medical Control" means medical direction and advice given to an EMT, by a physician, through radio or telephone as a supplement to the written patient care protocols.

"Provider" means any public, private, or volunteer entity, selected by the County, providing emergency ambulance or first responder response.

"Provider Selection Process" means the process established by the County for selection of an exclusive emergency ambulance service provider.

"Public Safety, Answering Point" (PSAP) or "9-1-1" means the organization that answers calls for police, fire, and emergency medical assistance that are received from persons dialing 9-1-1. This service is provided by BOEC.

"Urban Growth Boundary" (UGB) means the planning boundary developed by METRO that delineates the areas considered "urban" and "rural" for purposes of this chapter.

"User Fees" or "Franchise Fees" means the fees established under Multnomah County Code, payable by the provider to the County, for system administration, regulation, and medical supervision.

6.33.030. License required.

It shall be unlawful for any person to do business in Multnomah County without a license issued under this chapter.

6.33.035. Exemptions.

This chapter shall not apply to:

(A) Vehicles owned or operated by the Federal government.

(B) Vehicles being used to render temporary assistance in the case of public catastrophe or emergency with which the licensees and other defined units are unable to cope.

(C) Vehicles operated solely on private property, the incidental crossing of public streets or roads notwithstanding.

(D) Persons operating vehicles under subsections (A) through (C) of this section.

6.33.040. License Types

(A) There shall be three types of ambulance licenses available in the County:

(1) Advanced Life Support (ALS).

(2) Basic Life Support (BLS).

(3) Air Ambulance.

(B) In addition, the EMSMD may designate a license type for Critical Care Transport (CCT).

(C) MCEMS shall promulgate rules for each type of ambulance that specify staffing, equipment, supplies, use, operating policies, and other pertinent requirements for doing business in the County.

(D) The authorization to respond to emergency medical calls is not a condition of license and such authorization must be separately obtained under Section 6.33.455 of this chapter.

6.33.043. Ambulance Staffing.

(1) ALS ambulances responding to emergency calls shall be staffed with two(2) EMT-Paramedics unless otherwise specified in the contract for emergency ambulance service. (See Section 6.33.455)

(2) ALS ambulances transferring patients from hospitals to other facilities may be staffed with one(1) EMT-Paramedic and one(1) EMT-Basic.

(3) The EMSMD shall specify staffing requirements for critical care ambulances.

(4) All other ambulances shall be staffed with two(2) EMT-Basics only and shall provide only BLS service.

(5) EMT-Intermediates may not staff ambulances in Multnomah County.

6.33.045. License Requirements

To obtain a license and remain a licensee, each applicant must:

(A) Meet all Federal, State, and County requirements for the operation of an ambulance.

(B) Comply with the application and license renewal requirements under this chapter.

(C) Maintain vehicles and equipment in accordance with standards, requirements and provisions of state statutes and rules and in accordance with the provisions of this chapter.

(D) Maintain, and make available as requested by MCEMS, a patient care record for each ambulance call, dispatch records, both written and recorded, for all calls and requests for service, and other information pursuant to this chapter.

(E) Prohibit from practice, any EMT or EMT trainee who suffers suspension, revocation, or termination of certificate by the state health division, or who is not currently approved for practice by the EMSMD.

(F) Identify and mark ambulances in accordance with this chapter.

(G) Meet all other applicable requirements under this chapter.

(H) Pay to MCEMS all fees required under this chapter.

6.33.050 Application for License.

(A) Application for a license issued under this chapter shall be made on forms provided by MCEMS and containing information found necessary to achieve the purposes of this chapter. This will include a schedule of rates to be charged by the licensee.

(B) A license fee of \$250.00 for each ambulance operated by the applicant shall accompany the license application. No application will be considered without the accompanying fee.

(C) The fee shall cover the annual license period and shall not be prorated for less than the period.

(D) Fees under this section shall not apply to governmental providers of EMS (unless under contract to the County), rural fire protection districts, or volunteer ambulance companies.

6.33.055. Inspection.

(A) Within thirty (30) days of the receipt of an application for a new license, MCEMS shall inspect and test each ambulance for which a license is requested.

(B) Subsequent inspections of licensed ambulances may be made from time to time to determine continued compliance with this chapter.

6.33.060. Issuance of License.

The administrator shall issue a license upon finding that:

(A) An accurate and complete application has been submitted and all fees, if required, have been paid;

(B) Insurance policies as required by State and County are in force;

(C) Ambulances, equipment and personnel meet all requirements of state law and this chapter;

(D) Personnel staffing the ambulance are approved for practice by the EMSMD;

(E) All County rules and regulations governing the operation of an ambulance service and other applicable rules and regulations have been met;

(F) A schedule of charges for service have been filed with MCEMS.

6.33.065. Denial of Application; License Revocation.

(A) In the event that an applicant's request for a license is denied, or revoked or suspended, the administrator shall provide the applicant or licensee with a written notice of the action, clearly stating the facts and conclusions and ordinance or rule provision upon which the action is based. This applicant must be advised of the right to appeal and the time within which such appeal must be filed. The applicant may then appeal under Section 6.33.098 of this chapter or file an amended application without an additional fee.

(B) Fees submitted with an application that is denied are not refundable.

(C) Any person whose license has been denied or revoked may, after one year from the date of denial or revocation, reapply for a license upon submittal of a new application and the required fees under Section 6.33.050 of this chapter.

6.33.070. License Term

The initial license shall be for a period to terminate with the conclusion of the fiscal year of the County. Renewed licenses shall be for a period of twelve (12) months.

6.33.075. Renewal

(A) Renewal applications shall be made no later than thirty (30) days prior to the license expiration date.

(B) Fees for the renewal of a license shall be the same as the fees for an initial license and shall be paid at the time of the renewal application.

(C) Where a licensee has made a timely application for renewal, such license shall not be deemed to expire, despite any stated expiration date on the license, until a formal order granting or denying the license has been issued.

6.33.080. Notification of Change in Circumstances.

If the status of a licensee under this chapter changes in regard to the number of ambulances owned or operated, the sale or discontinuance of the business, or anything substantially changing the information contained in the initial application, the licensee must immediately inform MCEMS of such changes.

6.33.085. Ambulance Identification; Advertisement.

(A) All ambulances shall meet all identification requirements specified in state and federal statute.

(B) Ambulances under contract to the County for emergency medical response shall be identified as specified in the contract and shall not display any telephone number other than "9-1-1"

(C) Ambulances not under contract for emergency medical response may not display words such as "paramedic unit", "medic unit", "advanced life support", "emergency", or other words indicating a level or type of medical care provided.

(D) Ambulances not under contract to the County may not advertise on the ambulance or in any other way that they provide emergency medical response. They may not display "9-1-1" on the ambulance.

6.33.090. Prohibited Activities.

No applicant or licensee, applicant or licensee's employee, or any other person doing business under this chapter shall:

(A) Make a false statement of a material fact, or omit disclosure of a material fact, in an application for a license;

(B) Monitor or intercept police, fire, medical, or other radio dispatch or transmission with the intent of providing service or for profit or gain;

(C) Solicit information as to accident locations by payment of any form of gratuity;

(D) Charge for services not performed, make duplicate charges for the same service, or charge rates exceeding those on file with MCEMS;

(E) Perform the services of an EMT unless authorized by state law, this chapter, and the requirements adopted thereunder;

(F) Respond by ambulance to an emergency call unless so authorized by BOEC or under a provision of this chapter;

(G) Falsify, deface, or obliterate a license or certificate required under this chapter;

(H) Transport an emergency patient in any other vehicle other than a licensed ambulance and to any other facility

other than a licensed hospital emergency department unless otherwise allowed for in this chapter.

(I) Receive on-line medical advice from any other source other than Medical Resource Hospital.

6.33.095. Violations

(A) The administrator shall, upon finding that a violation of this chapter or applicable federal, state, municipal, or County laws, ordinances, rules, or standards and requirements affecting emergency medical services has occurred, provide written notice to the licensee, and shall demand that if correctable, the violation be corrected within not more than thirty (30) days from the date of notice, and/or, subject to the authority of the administrator, to immediately suspend or revoke a license under Section 6.33.099 of this chapter.

(B) In the event of a notice under subsection (A) of this section:

(1) The licensee shall notify MCEMS when corrective action, if required, has been taken.

(2) If a licensee fails to take required corrective action in the time required, the licensee may be fined or the license may be revoked or suspended, subject to appeal under Section 6.33.098 of this chapter.

(3) Notice shall be in writing. Mailed notices shall be given to the last known address of the licensee and shall be considered given at the date of mailing.

6.33.096. Penalty; Additional Remedies.

(A) Violation of this chapter shall be a County offense and may be punished by a civil penalty of not more than \$10,000.

(B) A schedule of fines to be levied for violations of this chapter shall be found in EMS administrative rule.

(C) Additional penalties for contract violations are found in the contract for exclusive emergency ambulance service.

(D) The provisions of this section are in addition to and not in lieu of other procedures and remedies provided by law.

6.33.098. Appeals.

(A) A person receiving a notice of denial, refusal to renew, suspension, or revocation of license, or a violation as provided in this chapter, may request a hearing by an appeals hearing officer by filing a written request with the administrator within ten (10) days of the date of the notice, setting forth reasons for the hearing and the issues to be heard.

(B) The administrator shall, upon receipt of a timely request, notify the hearings officer who will set a time and place for the hearing not more than thirty (30) days from the date of the receipt of the request for a hearing and notify the parties.

(C) The hearing shall be conducted by the hearings officer in accordance with the most recently published Attorney General's Model Rules of Procedure.

(D) The hearings officer shall issue a final order within thirty (30) days of the termination of the hearing.

(E) An appeal of the final order, may be filed within ten (10) days of the date of the order, with the clerk of the Board, who shall schedule a hearing before the Board and notify the parties.

(F) The Board may confirm, alter, or revoke the order of the hearing officer and the action of the Board shall be considered final.

(F) A licensee who is unsuccessful in an appeal to a hearings officer or in any subsequent appeal to the Board, shall reimburse the County for the fee paid to the hearings officer.

6.33.099. Effect of Filing a Hearing Request.

Filing of a hearing request shall abate any further proceedings by the administrator, provided however, that in any case where the EMS Medical Director or the County Health Officer finds a serious danger to the public health or safety, the administrator may suspend or refuse to renew a license without a hearing. The effected licensee receiving such a notice may request a hearing with the Board of Commissioners, within thirty (30) days of the notice, without a hearing under Section 6.33.098 of this chapter, and the initial notice may be confirmed, altered or revoked by the Board of Commissioners.

6.33.100. Medical Direction and Supervision.

(A) There shall be established, as an employee of the Health Department, appointed by the Health Officer, the position of Emergency Medical Service Medical Director (EMSMD).

(B) The EMSMD shall serve as the physician supervisor for all EMTs in the employ of providers of emergency medical services and ambulance service within the County.

(C) Duties of the EMSMD include, but are not limited to:

(1) Approval for practice for all EMTs. Approval shall be provided to each EMT and his/her employer, in writing, and a record kept by MCEMS;

(2) Creation of policies for limiting the practice of EMTs when necessary, including adequate due process protections for the effected EMT;

(3) Setting the standards for training and continuing education for EMTs and EMDs;

(4) Implementation of a quality management program designed to provide for the continuous improvement of patient care and other aspects of the EMS system;

(5) Promulgation of standards of patient care including, but not limited to:

(a) Dispatch and pre-arrival protocols;

(b) Transport triage criteria and protocols;

(c) Specific County EMT requirements;

(d) Approved equipment, supplies, and drugs;

(e) Patient care protocols;

(f) Medical criteria for response times;

(g) Patient transfer criteria; and

(h) Critical care inter-facility transport criteria.

(D) Assistants to the medical director.

(1) The EMSMD may appoint assistants to help carry out the duties assigned to the Medical Director. The EMSMD retains the sole responsibility for all assigned duties.

(2) Compensation for assistants to the EMSMD, if any, shall be recommended by the administrator and approved by the Board.

(E) The EMSMD may appoint committees or individuals as deemed necessary, to provide advice regarding the duties of the medical director.

(F) The administrator is authorized to collect fees from employers of EMTs to off-set the cost to County for the EMSMD and any assistants.

6.33.105. On-line Medical Control.

(A) On-line medical control shall be provided by a Medical Resource Hospital (MRH).

(B) Standards for the MRH shall be determined by the EMSMD and implemented through a performance agreement between MRH and MCEMS.

(C) Compensation for MRH services shall be recommended by the administrator and approved by the Board.

6.33.110. EMS Medical Advisory Board.

(A) There is created an EMS Medical Advisory Board (MAB) which shall consist of the following persons:

(1) Three physicians, interested and involved in pre-hospital emergency care, one each recommended from the following organizations: the Multnomah County Medical Society, the American College of Emergency Physicians, and MRH;

(2) One physician, recommended by the County Health Officer as a member-at-large;

(3) One nurse, specializing in emergency care, and recommended by the Emergency Nurses Association;

(4) Two paramedics recommended by organizations representing paramedics.

(B) Members shall be appointed by the Board for terms of three years.

(C) Responsibilities shall include:

(1) Provision of advice to the EMSMD and MCEMS;

(2) An annual report to the Board of County Commissioners on the effectiveness of pre-hospital medical

care provided by the EMS system to the citizens of Multnomah County.

(D) The chair of the MAB shall be appointed by the EMS Medical Director.

(E) Members shall be reimbursed for expenses authorized by the administrator .

6.33.115. Training and Education.

(A) All training and continuing education for EMTs will be provided through a coordinated educational program approved by the EMSMD.

(B) The program will offer education and training opportunities which include state recertification requirements, issues identified as a result of the quality improvement process, new, "state-of-the-art" information, changes in patient care protocols, and other pertinent topics.

(C) Current and additional training and education resources from the public and private sectors will be used to provide these activities to EMTs. They will be coordinated to insure their maximum use and availability.

(D) Particular attention will be paid to the training needs of the volunteer rural first responders and system resources will be made available to assist in meeting these needs.

(E) Training and education standards, EMT attendance requirements, and County specific education and training requirements shall be the responsibility of the EMSMD.

(F) There may be appointed, an "education coordinator" to assist the EMSMD. This position may be employed by the County or provided under contract to the County. This position may be funded from EMS system revenues as specified by the administrator.

6.33.200. EMS Program Office, Administration.

(A) There shall be within the County Health Department an EMS program office (MCEMS) which is responsible for the implementation, regulation, coordination, and enforcement of this chapter, the ambulance service plan and other EMS planning, and the administration of the emergency ambulance service contract.

(B) The responsibilities in (A) above may be accomplished through the promulgation of administrative rules, by the administrator, in accordance with the County's

administrative rule process. All such rules that pertain to patient care, EMT practice, ambulance equipment and supplies, and other medical matters shall be approved by the EMSMD prior to implementation.

(C) The administrator is delegated the authority for the enforcement of this chapter including the requirement for the production of relevant records, documents, and recordings. The administrator shall have the authority to subpoena such records when necessary to insure their production.

(D) The administrator may hold hearings on matters of compliance with this chapter and subpoena and require attendance of witnesses at such hearings.

(E) The administrator may appoint committees or individuals, as deemed necessary, to provide advice to the administrator.

6.33.300. System Quality Management and Improvement.

(A) All licensees are required as a condition of license, and all other EMS providers are encouraged, to participate in the quality management program for the EMS system. Participation includes:

(1) Providing patient care data, dispatch and call determination data, EMT training and education information, vehicle maintenance information, EMT rosters, patient or other complaints, and other data and information determined by MCEMS to be necessary for the quality management process. This data is to be provided in a form and frequency to be determined by MCEMS;

(2) Serving on review bodies, committees, problem solving groups, as may be required;

(3) Implementing system changes and modifications in a timely manner;

(4) Maintaining an internal quality improvement process and providing information on the problems and outcomes to the system program;

(B) All data, information, and proceedings associated with the quality management program that could identify patients, specific events, patient medical conditions, locations, or other possible identifiers shall be considered confidential and protected from discovery in accordance with ORS Chapter 1079.

(C) There shall be a quality management committee, chaired by the EMSMD, and responsible for the development,

implementation, and on-going monitoring of the quality management and improvement process.

6.33.400. EMS First Response

(A) MCEMS shall enter into agreements with all agencies providing medical first response. These agencies are fire departments and districts, police or sheriff, or other public emergency responders. These agreements shall include, but are not limited to:

- (1) Types of call response and dispatch protocols,
- (2) Response time goals,
- (3) Level of personnel training and staffing,
- (4) Educational and training support provided by MCEMS,
- (5) Equipment, supply, or other support from MCEMS,
- (6) Quality management participation.

6.33.450. Emergency Ambulance Service Area.

(A) All of Multnomah County comprises a single ambulance service area served by a provider selected by the board and operating under contract or intergovernmental agreement with the County which specifies the conditions of service.

(B) In order to insure the most effective medical response with the resources available MCEMS will:

(1) Enter into an exclusive emergency ambulance service contract with a qualified ambulance service provider.

(2) Designate response time zones within the ambulance service area. Each zone will have a response time requirement for each level of service.

(3) The zones designated in (1) above will be incorporated into the contract for emergency ambulance service.

(4) Through intergovernmental agreements specifying the details of service, allow EMS agencies from other jurisdictions to provide service into Multnomah County when such an action will allow for better service to the citizens in the identified areas of the County. MCEMS may likewise allow contracted agencies to serve similar areas in other jurisdictions.

6.33.455. Exclusive Emergency Ambulance Service Contract

(A) The exclusive provider of emergency ambulance service for the single ASA in the County shall be selected through a competitive proposal process by the Board of County Commissioners.

(B) MCEMS shall prepare the necessary request for proposals specifying all criteria necessary for the preparation of a proposal and the selection of a provider.

(C) The contract for emergency ambulance service shall specify all performance and operational criteria not otherwise stated in this chapter. The selected emergency ambulance provider shall enter into an agreement with the County that includes, but is not limited to, the following:

(1) The qualifications required to provide service under the agreement;

(2) Performance criteria such as response time requirements, area coverage, staffing;

(3) Charges for service;

(4) Information and data reporting requirements;

(5) The relationship between the parties to the agreement;

(6) Specifics of participation in the EMS system quality improvement program;

(7) Medical supervision requirements;

(8) Remedies for failure to meet the tenants of the agreement; and

(9) Fee requirements for medical supervision and program management and support.

(B) The contract shall have specific requirements that insure appropriate policies effecting the employees of the provider. These requirements include:

(1) A workforce diversity plan that meets all federal, state, and local standards. The plan must include a specific process for the recruitment and retention of women and minority EMTs.

(2) Agreement to provide employment consideration and priority to paramedics displaced from employment with the providers in Multnomah County prior to the contract implementation to the extent that positions are available.

(3) Providing an Employee Assistance Program (EAP) to all EMTs. The EAP programs in force by the County and the city of Portland shall serve as the standard for evaluation of offered programs.

6.33.460. Reassignment

(A) Should the contracted provider resign its interest in the ASA or should the County terminate the agreement, the County shall then select a replacement provider(S) by a method recommended by the administrator and approved by the Board.

(B) At the end of the term of the contract the Board may exercise its option of renewing the contract or seeking a replacement provider.

6.33.500. Ambulance Charges for Service.

(A) All licensees under this chapter shall provide MCEMS with a schedule of the charges (fees) for services they provide. This schedule must be current at all times.

(B) No charge for service may exceed that which is listed on the most recent schedule on file at MCEMS.

(C) Charges for services provided under contract to the County shall be limited to those specified in the contract and may not be changed, adjusted or modified except through the rate adjustment proceeding.

6.33.505 Rate Adjustment Definitions.

"Applicant" means a provider whose rates are regulated pursuant to this chapter and who requests or applies for a rate adjustment.

"Intervenor" means a person whom the CRC or the hearings officer has allowed to participate in a proceeding subject to the rights provided by these Rules.

"Officer" means a hearings officer to whom the County has delegated authority to conduct hearings pursuant to these rules.

"Operating expenses" or "allowable costs" means those costs attributed to the provision of emergency medical services provided under the exclusive provider agreements required by this chapter.

"Party" means a provider whose rates are regulated pursuant to this chapter and any person admitted as an intervenor pursuant to these Rules.

6.33.510. Contract Compliance and Rate Regulation Committee (CRC) .

(A) There shall be a contract compliance and rate regulation committee (CRC), appointed by the Board of County Commissioners, upon the recommendation of MCEMS.

(B) The CRC shall be comprised of the following members:

- (1) A person with expertise in ambulance operations;
- (2) An attorney with health care expertise;
- (3) A person in the business of health care administration or health care financing;
- (4) An accountant;
- (5) An EMS provider not regulated by this chapter;
- (6) A citizen residing within Multnomah County.

(C) The CRC will meet and review the response times and other performance requirements of the ambulance service contract and make recommendations to the EMS Administrator. The CRC will review all requests for rate adjustments and make recommendations to the EMS Administrator.

6.33.515. Rate Adjustment Procedure.

(A) A request for a rate adjustment may be made by a licensee whose rates are regulated by this chapter or by MCEMS.

(B) The rate adjustment procedure is a contested hearings process with an appointed hearing officer that allows all interested, qualified parties to participate. The order of the hearing officer is forwarded to the CRC for final determination of the rates to be charged.

(C) There are a variety of persons who may participate in rate proceedings conducted by the County. They include the contracted provider of emergency ambulance service, other providers of ambulance service, third party payers for ambulance service, MCEMS , employees of ambulance companies, and users of emergency ambulance service.

(D) The regulated provider shall submit to the rate hearing a reviewed financial statement prepared by a certified public accountant or, if a public provider, by the appropriate financial officer.

(E) Financial statements shall be in a form and include accounts as required by MCEMS. The statements shall show only allowable costs as specified in the ambulance service contract and also shall show total costs for all accounts that require an allocation to determine allowable costs including the application of the allocation methodology to the total costs.

(F) Any person who resides or does business in Multnomah County may petition to intervene in any proceeding conducted under this section. The petition to intervene shall contain the following information:

(1) The name and address of the petitioner;

(2) The name and address of the attorney, if any, representing the petitioner;

(3) If the petitioner is an organization, the number of members in and the purposes of the organization;

(4) The nature and extent of the petitioner's interest in the proceeding;

(5) The issues the petitioner intends to raise at the proceeding; and

(6) Any special knowledge or expertise of the petitioner which would assist the County in resolving the issues in the proceeding.

(G) If the hearings officer finds the petitioner has sufficient interest not otherwise represented in the proceeding and the petitioner's appearance and participation will not unreasonably broaden the issues, burden the record, or unreasonably delay the proceeding, the hearings officer shall grant the petition.

(H) The hearings officer shall set the time and place for a hearing on the proposals for a rate adjustment. The hearing shall be held within 15 days of the time fixed by the administrator for receipt of the schedules of proposed rates. Notice shall be served on all parties at least 30 days prior to the date of the hearing, in person, by mail, or by any other reasonable means of delivery.

(I) MCEMS may request of any party the production of documents relevant to the determination of any issue currently a part of a rate setting proceeding under this chapter. The request shall set forth the general relevance and reasonable scope of the documents sought. A party may return with any requested documents a form protective order providing for the confidentiality of those documents. The

form protective order shall be provided by MCEMS with each and every request for documents. Should a party refuse to produce the requested documents, the administrator may issue a subpoena for the documents.

6.33.520. Orders.

(A) The hearings officer shall issue a written recommended order, no later than 30 days after the date on which the hearing was closed, which shall be based solely on the record made at the hearing and shall forward that order to the CRC.

6.33.525. CRC Rate Review Procedures.

(A) The CRC shall schedule a review of the recommended order, which shall be held no more than 30 days after service of the recommended order.

(B) CRC review of final recommended orders shall be confined to the record of the proceeding below, which shall include:

(1) All materials, submitted by any party and received by the hearings officer;

(2) All materials submitted by staff to the hearings officer;

(3) The transcript of the hearing below;

(4) The findings and conclusions of the hearings officer.

(C) The CRC may allow oral or written argument by the parties.

(D) Parties shall limit their argument to the CRC to issues regarding an error of law or fact in the order which is essential to the decision and which the party raised in exceptions filed under these Rules.

(E) The CRC may affirm, reverse, remand, or modify the decision of the hearings officer.

(F) The CRC shall prepare a decision which shall include written findings of fact and conclusions, based upon the record. The CRC shall serve the decision upon all parties to the hearing.

(G) Unless appealed to the Board within the time specified, the decision of the CRC shall be final and non-appealable.

6.33.530. Appeals to Board of Commissioners.

(A) Within 10 days from the date a decision of the CRC is served, a party may file an appeal with the Board.

(B) The appeal to the Board shall specify:

(1) The portion of the challenged order which the appellant contends is erroneous or incomplete;

(2) The portion of the record, laws, or rules relied upon to support the appeal;

(3) The change in the order which the Board is requested to make;

(C) The Board may grant an application for an appeal if the applicant shows that there is an error of law or fact in the order which is essential to the decision and which the party appealing raised in exceptions filed under these Rules.

(D) The Board may affirm, reverse, remand, or modify the decision of the CRC.

(E) The Board's decision shall become final at the close of business on the 10th day after service of the decision on the parties.

6.33.535. CRC Contract Compliance Review Procedures.

(A) The CRC shall meet, at least annually, to review the performance, as specified in the contract, of the contractor for emergency ambulance service.

(B) Data and information necessary for this review shall be provided by the contractor, BOEC, MCEMS, and others, as requested by the CRC.

(C) The CRC will review the performance of the contractor and make recommendations to the EMS Administrator as to the contract compliance of the contractor.

6.33.600. Ambulance Dispatch.

(A) Dispatch for emergency ambulances shall be provided by the City of Portland, Bureau of Emergency Communications (BOEC).

(B) Dispatch requirements and performance standards, medical triage protocols, and medical information requirements (pre-arrival instructions) shall be specified in an intergovernmental agreement between BOEC and the County. The medical protocols and medical information

requirements specified in that agreement shall be promulgated by the EMSMD.

(C) MCEMS, in conjunction with BOEC and the ambulance contractor, shall determine the necessary information to be supplied by the contractor to insure the optimal operation of the ambulance dispatch and require the provider to supply this information in the form and manner designated. This information shall include ambulance deployment schedules and "move up" criteria and locations (system status plan).

(D) All licensees receiving requests for ambulance services through their business telephone or by any other means other than BOEC, shall, using the triage guide, approved by MCEMS and employed at BOEC, determine if the call meets the emergency dispatch requirements. If the call meets these requirements, that call information is to be transferred to 911 for dispatch. Licensees are prohibited from dispatching an ambulance to a call that meets emergency dispatch criteria.

(E) Ambulances, when responding to emergency calls, shall inform BOEC of their status for response; immediately notifying BOEC of any change from a previous status. The record of this information, along with the time of each notification, shall be kept at BOEC and shall comprise the official record for purposes of contract monitoring and compliance.

6.33.625 Code-3, (Priority 1, Lights and Sirens).

(A) "Code-3" or "Priority 1" means driving an emergency vehicle with the aid of warning lights and sirens.

(B) Ambulances may respond to a call Code-3 only when dispatched by BOEC.

(C) Ambulances are prohibited from responding to a hospital or other facility, for the purpose of initiating a non-patient call (e.g. pick up of a transport team), code-3.

(D) Any ambulance use of code-3 driving other than to respond to an emergency call dispatched by BOEC, deliver a patient to a hospital, or to deliver a transplant organ to a hospital shall be reviewed by MCEMS for appropriate use of code-3 driving. "Appropriate" is defined as responding to save the life of a patient.

6.33.650. Communications.

(A) Each ambulance shall be equipped with radios and/or other communication equipment as specified by MCEMS.

DISCUSSION DRAFT - FEB.1995

(B) All ambulances will be equipped, at a minimum, with a radio that allows communication with their dispatch center and the receiving hospitals.

(C) Each receiving hospital and MRH will communicate with ambulances on radio equipment specified by MCEMS.

(D) It shall be the responsibility of each licensee to purchase, install and maintain such equipment. The County shall not be responsible for any cost associated with this equipment.

(E) The policies for the use of such equipment, the security of the equipment, and system access requirements shall be promulgated by MCEMS in conjunction with the City of Portland and other parties involved in radio system operations.

6.33.655. Hospital Availability, Ambulance Diversion.

(A) Information regarding the ability of hospitals to receive ambulance transported patients shall be provided to ambulance units, by BOEC, using the CHORAL system.

(1) Each receiving hospital wishing to change its receiving status from time to time shall be equipped with the necessary computer and other requirements for participation in the CHORAL system. Hospitals not participating in the CHORAL system shall be considered available for ambulance transports at all times.

(2) Ambulance companies may have CHORAL equipment for purposes of monitoring the system. The BOEC CHORAL computer information shall be the official information for the CHORAL system.

(B) Ambulances may be diverted from an intended hospital destination based only on the information provided by the CHORAL system. In the event of a failure of the CHORAL system, other means of communication, as authorized by the administrator, may be used to convey the hospital status.

(C) Nothing in this chapter is intended to supersede any state or federal laws or regulations regarding ambulance diversion or patient destination.

6.33.700. Mass Casualty Incidents (MCI)

(A) The MCI plan, as attached to the EMS administrative rules, shall serve as the guide for the response of first responders and ambulances and the care and transportation of persons, when the number of persons meets the criteria for implementation of the plan. This plan shall be reviewed from

time to time by the EMSMD and modified when necessary to insure that current standards of care are being met.

(B) It is the intent that the MCI plan will be developed and maintained on a regional basis.

(C) Any licensed ambulance may be required to respond to a mass casualty incident. Those ambulances not under contract to the County will be used only at the request of the EMS administrator or by EMS approved protocol.

6.33.750. Special responses.

(A) Emergency medical response to certain calls may require specialized equipment and specially trained personnel. These calls include, but are not limited to, hazardous material calls, search and rescue, extrication, trench, dive, and high angle rescue, and support for law enforcement response teams. These specialized responses are the responsibility of the fire first responders, and in the case of search and rescue, the sheriff.

(B) Response by specialized units of the ambulance providers shall be only at the direction of the responding provider in (A) above, through BOEC dispatch.

MEETING DATE: MAR 30 1995

AGENDA NO: R-21

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: An Ordinance repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee.

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: March 30, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: BCC/Cmsnr Dan Saltzman

CONTACT:

TELEPHONE #: 248-5220

BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, in applicable):

Repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee has the full support of current FAC membership. Other groups, such as the Housing and Community Development Commission and the Community Action Commission, are now in place to service the function originally assigned to the FAC.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Don Saltzman

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 MAR 22 PM 2:12

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: MARCH 20, 1995

REQUESTED PLACEMENT DATE: MARCH 30, 1995

RE: Ordinance repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee.

I. Recommendation/Action Requested:

Approval of Ordinance.

II. Background/Analysis

On September 1, 1988, The Board of County Commissioners passed Ordinance 590 which formally established the Funders Advisory Committee (FAC). At this time, the cities of Portland and Gresham also took formal action in the creation of the FAC.

Since 1988 the FAC has provided an important forum for community leaders to discuss the issue of homelessness. However, other groups, i.e. the Housing and Community Development Commission and the Community Action Commission, are now in place to serve the function ordinarily assigned to the FAC.

This Ordinance, and the subsequent repeal of Ordinance 590, has the support of the members of the FAC and those in the community who are working toward the common goal of eliminating homelessness.

The eliminating of the FAC is a timely response to the current approach that our community now takes in addressing the root causes, not solely the effects, of homelessness.

III. Financial Impact

None.

IV. Legal Issues

None are apparent.

V. Controversial Issues

None. The elimination of the FAC has the support of its membership.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The cities of Portland and Gresham will also be taking formal action in the eliminations of the FAC.

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee.

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

Repealing Ordinance 590 and permanently eliminating the Funders Advisory Committee has the full support of current FAC membership. Other groups, such as the Housing and Community Development Commission and the Community Action Commission, are now in place to service the function originally assigned to the FAC.

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

The Cities of Gresham and Portland will also be taking formal action in the elimination of the FAC.

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

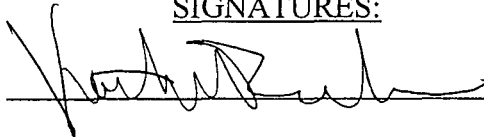
N/A

What is the fiscal impact, if any?

None

SIGNATURES:

Person Filling Out Form:



Planning & Budget Division (if fiscal impact):

Department Manager/Elected Official:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE _____

An Ordinance Repealing Ordinance 590 and Permanently Eliminating the Funders Advisory Committee.

Multnomah County ordains as follows:

SECTION I. FINDINGS

A. On September 1, 1988, the Multnomah County Board of Commissioners adopted Ordinance 590 which formally established the Funders Advisory Committee (FAC).

B. The cities of Portland and Gresham also took formal action in the creation of the FAC.

C. Since 1988 the FAC has provided an important forum for community leaders to discuss the issue of homelessness.

D. Other groups, i.e., the Housing and Community Development Commission and the Community Action Commission, are now in place to serve the function originally assigned to the FAC.

SECTION II. ELIMINATION OF THE COMMITTEE

A. Ordinance 590 is repealed. The FAC is hereby eliminated with the unanimous consent of its membership and supporters.

B. The elimination of the FAC is a timely response to the current approach that our community now takes in addressing the root causes, not solely the effects, of homelessness.

ADOPTED this _____ day of April, 1995, being the date of its second reading before the Multnomah County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Laurence Kressel

#1

PLEASE PRINT LEGIBLY!

Public
Comment

MEETING DATE MAR 30 95

NAME John Proccastis
ADDRESS 225 SE 44th Ave
STREET
Portland OR
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-1
SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

AMBULANCE/RFP Issue

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 3/30/95

NAME Tim Ramis
ADDRESS
STREET
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-1
SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

AMBULANCE/RFP Issue