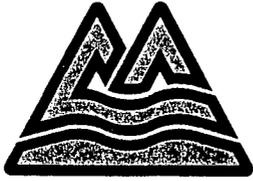


BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 7-16-92

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>C-2</u>	<u>§</u>	<u>§</u>	<u>§</u>
<u>C-3</u>	<u>Presentation Made</u>		
<u>R-1</u>			
<u>R-2</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-3</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-5</u>	<u>RB</u>	<u>SK</u>	<u>App</u>
<u> </u>			



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

July 13 - 17, 1992

Tuesday, July 14, 1992

AGENDA REVIEW CANCELLED

Thursday, July 16, 1992 - 9:30 AM - Regular MeetingPage 2

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Thursday, July 16, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF SOCIAL SERVICES

- App*
- C-1 Ratification of an Intergovernmental Revenue Agreement, Contract #102673, Between Multnomah County Housing & Community Services Division and the City of Portland, Bureau of Community Development to Provide Funding, \$68,000, for Emergency Basic Needs Services for Low Income Portland Residents, for the Period July 1, 1992 to June 30, 1993
 - C-2 Ratification of an Intergovernmental Revenue Agreement, Contract #103512, Between Multnomah County, Aging Services Division and the State Senior and Disabled Services Division to Provide Funding, \$10,121,447, for Aging Services Division Administration, Long Term Care, and Contracted Community Services, for the Period July 1, 1992 to June 30, 1993

NON-DEPARTMENTAL

- C-3 Ratification of an Intergovernmental Agreement, Amendment #1, Contract #500822, Between Multnomah County, Affirmative Action Office and the Oregon Disabilities Commission to Amend Current Agreement Language to Further Clarify which Types of Sign Language Interpreter Services will be Available to the County through the Oregon Disabilities Commission, Period July 1, 1992 to June 30, 1993

REGULAR AGENDA

Presentation made App

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PRESENTATION in the Matter of the 1992 Multnomah County Fair Opening
- R-2 ORDER in the Matter of Conveying a Deed for Certain Real Property to the Public for Road Purposes (S.E. Foster Road, Item No. 92-117) *92-126*

App

DEPARTMENT OF SOCIAL SERVICES

- R-3 Ratification of an Intergovernmental Agreement, Contract #102613, Between the City of Gresham, the City of Portland, the Housing Authority of Portland and Multnomah County, Housing & Community Services Division to Create the Special Needs/Homeless Housing Program Planner and the Countywide Fair Housing Coordinator, for the Period July 1, 1992 to June 30, 1993

9
R-4 *App* Ratification of an Intergovernmental Revenue Agreement, Contract #102623, Between the City of Portland, Bureau of Community Development and Multnomah County, Housing & Community Services Division to Provide Implementation of a Weatherization Grant, Sewer-On-Site Loan Program, for the Period July 1, 1992 to June 30, 1993

NON-DEPARTMENTAL

App R-5 RESOLUTION in the Matter of Multnomah County Endorsement of Metropolitan Service District Resolution No. 92-1650

92-127

PLEASE NOTE NEW OFFICE ADDRESSES:

Chair Gladys McCoy
1120 SW Fifth Avenue, Room 1410

Vice-Chair Sharron Kelley
1120 SW Fifth Avenue, Room 1500

Commissioner Pauline Anderson
1120 SW Fifth Avenue, Room 1500

Commissioner Rick Bauman
1120 SW Fifth Avenue, Room 1500

Commissioner Gary Hansen
1120 SW Fifth Avenue, Room 1500

Office of the Board Clerk
1120 SW Fifth Avenue, Room 1510

PAULINE ANDERSON
Multnomah County Commissioner
District 1



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

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

FROM: Pauline Anderson

RE: Absence from office

BOARD OF
COUNTY COMMISSIONERS
1992 JUN 17 PM 2:15
MULTNOMAH COUNTY
OREGON

I will be on vacation and away from the office July 1st through
July 30th.

Meeting Date JUL 16 1992

Agenda No: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Revenue Agreement from City of Portland for Emergency Basic Needs Services for Low Income Portland Residents

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division/Community Action Program recommends Board approval of the revenue agreement from the City of Portland, Bureau of Community Development, which allocates \$68,000 to Multnomah County to pass through to designated Community Action subcontractors. The agreement pays for emergency basic needs services, such as client assistance, medications, youth needs, and emergency utility, transportation, and child care assistance.

The City of Portland coordinates with the County Community Action Program to subcontract these funds under a long-standing agreement that the County manage the emergency basic needs services in the City. This funding represents the City contribution for this emergency assistance.

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakas (a)

(All accompanying documents must have required signatures)

pdxes93a

Sent original OBA & Contracts to John Pearson 7-17-92

BOARD OF
COUNTY COMMISSIONERS
1992 JUL - 8 AM 10:10
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

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

DATE: June 30, 1992

SUBJECT: Revenue Contract from City of Portland for Emergency Basic Needs
Services: FY 1992-93

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1992, the date set by the City. The contract was not finally received for processing until June 25, 1992.

Recommendation: The Housing and Community Services Division/Community Action Program recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, for the period July 1, 1992 through June 30, 1993.

Analysis/Background: The Community Action Program has received a contract for \$68,000 from the City of Portland, Bureau of Community Development. The contract funds emergency assistance through designated Community Action subcontract agencies. Emergency assistance includes funds for utility payments, transportation, child care, emergency medications, and youth needs.

This revenue contract continues a long-standing agreement between the City and County that the County Community Action Program manage emergency basic needs services, including contract management, within the City of Portland.

The revenue contract requires the pass-through of the City emergency assistance funds to several of the Community Action Program's subcontractors. The City selected those agencies through a competitive proposal process.

pdxes93



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102073

Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <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	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>7/16/92</u> <i>Carrie A. Peterson</i> BOARD CLERK</p>
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Department Social Services Division Hsg & Community Svcs. Date June 30, 1992

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

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

Description of Contract Revenue contract allocates funds for emergency basic needs services through several Community Action Subcontractors.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW 3rd, Room 600
Portland, OR 97204

Phone (503) 823-2381

Employer ID # or SS # _____

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 68,000

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Per Invoice Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Gary Nakas (ae)

Purchasing Director _____
(Class II Contracts Only)

County Counsel William O. Ryan

County Chair/Sheriff Glady McKey

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

Encumber: Yes No

Date 7-2-92

Date _____

Date 7/7/92

Date 7/16/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	156	010	1730			2719			City of Portland	\$68,000		
02.												
03.												

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

AGREEMENT NO.

An agreement between the City of Portland, Oregon and Multnomah County for \$68,000 to provide for emergency basic need services to low income Portland residents.

RECITALS:

- 1. There is a need to provide emergency basic services to low income Portland residents.
- 2. Multnomah County is responsible for managing emergency basic needs services within the City.
- 3. In 1989 the City requested, received proposals, and awarded contracts for projects providing emergency basic needs services to low income residents.
- 4. Multnomah County has the capability to administer the contracts for emergency basic services.

AGREED:

I. Scope of Services

Multnomah County shall provide the following services described below relative to emergency basic needs.

- A. Prepare and administers contracts with the following agencies for the services and amounts specified:

Metro Crisis		
Emergency assistance and mobile unit		\$ 2,500
Red Cross		
Emergency utility assistance		12,000
Long distance transportation		6,800
Childcare and transportation		25,800
Clearinghouse operations		1,400
Coalition of Health Clinics		
Emergency medications		14,000
Outside-In		
Youth needs		5,500

Current contracts between Multnomah County and these agencies may be amended to include the services and amounts specified above.

- B. Provide the City with a copy of each contract or contract amendment funded through this agreement.
- C. Submit a quarterly report on the progress of the project to the Bureau of Community Development within 30 days of the end of each quarter.
- D. Prepare a final report evaluating the success of the project within 45 days of the contract termination date. The final report shall contain program statistics and client demographics.

II. City Project Manager

- A. The City Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

III. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the General Fund.
- B. Payments will be made periodically upon submission of a statement of expenditures. Multnomah County will keep vendor receipts of materials and services and evidence of payment of personnel costs. It is agreed that total compensation under this agreement shall not exceed SIXTY EIGHT THOUSAND DOLLARS (\$68,000).
- C. An advance may be made to cover the cost of the County's initial expenses for operation, not to exceed the sum of \$7,000, upon receipt of a written request from the County. Additional amounts due shall be reimbursed upon receipt of a monthly reimbursement request. Advances shall be recovered against expenditures in such a manner that the advance balance does not exceed the cash balance of the contract.

IV. General Contract Provisions

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

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

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

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

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

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

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

- D. **CHANGES.** The City or County may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of Multnomah County's compensation, shall be incorporated in written amendments to this Contract executed by the City and County. Any change that increases the amount of compensation payable to Multnomah County must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.
- E. **NON-DISCRIMINATION.** In carrying out activities under this contact, Multnomah County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. Multnomah County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Multnomah County shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. Multnomah County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Multnomah County shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.

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

1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. Multnomah County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, Multnomah County is self-insured for Workers' Compensation.
 2. In the event Multnomah County's workers' compensation insurance coverage is due to expire during the term of this Agreement, Multnomah County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Multnomah County agrees to provide the City of Portland such further certification of workers' compensation insurance a renewals of said insurance occur.
 3. Multnomah County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by Multnomah County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.
- K. LIABILITY INSURANCE. Multnomah County is self-insured as provided by Oregon law.
- L. SUBCONTRACTING AND ASSIGNMENT. Multnomah County shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. Multnomah County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor,

Multnomah County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to Multnomah County hereunder. Multnomah County agrees that if subcontractors are employed in the performance of this contract, Multnomah County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Multnomah County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

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

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

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

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

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

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

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

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

In the event that Multnomah County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, Multnomah County agrees it

has certified with the City's Equal Employment Opportunity certification process.

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

VII. Period of Agreement

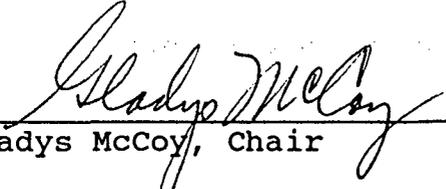
The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period Multnomah County has control over City funds, including program income. The Agreement shall terminate as of June 30, 1993.

Dated this _____ day of _____, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury



Gladys McCoy, Chair

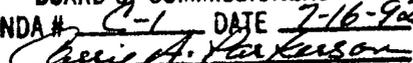
APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney



Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 7-16-92


BOARD CLERK



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883
RISK MANAGEMENT (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

May 29, 1992

Howard Cutler
City of Portland
Bureau of Community Development

Dear Howard:

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

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

Sincerely,

Jean M. Miley
Risk Manager

362R/JMM/js

c: Cilla Murray

Meeting Date: JUL 16 1992

Agenda Date: C-2
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of revenue contract with State Senior/Disabled Services Division

BCC Informal: _____ BCC Formal: _____

Date

Date

DEPARTMENT: Social Services DIVISION: Aging Services

CONTACT: Jan Tucker/Caroline Sullivan TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Gary Nakao/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Aging Services Division requests approval of the attached revenue contract #103512 with the State Senior and Disabled Services Division for the period July 1, 1992 through June 30, 1993.

The purpose of this agreement is to continue the services for elderly residents provided through the four-year area plan for aging services in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship and other services which benefit older residents of Multnomah County. Fiscal Year 1992-93 is year two of the four-year plan.

Total revenues from this agreement are in the amount of \$10,121,447. Revenue sources include Oregon Project Independence, the Older Americans Act and other federal sources.

The budget and technical amendments already submitted by the Aging Services Division for FY92/93 include the revenues contained in this agreement.

SIGNATURES:

ELECTED OFFICIAL: _____

OR

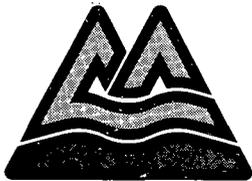
DEPARTMENT MANAGER: Gary Nakao (cc)

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 JUL -6 PM 2:45
MULTNOMAH COUNTY
OREGON

bcc

Sent Original OBA+ Contracts to Jan Tucker 7-17-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Jim McConnell, Director *JM*
Aging Services Division

DATE: July 1, 1992

SUBJECT: FY 1992-93 Revenue Contract with State Senior and Disabled Services Division

Recommendation: The Aging Services Division recommends County Chair approval of the attached revenue contract with the State Senior and Disabled Services Division, for the period July 1, 1992 through June 30, 1993.

Analysis: This revenue contract provides funding from state and federal resources in the amount of \$10,121,447 for Aging Services Division Administration, Long Term Care, and contracted Community Services.

This agreement continues a comprehensive array of services to persons age 60 and older who live in Multnomah County and personal care and respite services for persons with Alzheimers disease under age 60.

Background: This contract provides revenues to support the Area Plan for Aging Services in Multnomah County. This FY92/93 contract is year two of a four-year plan. Budget and technical amendments already submitted by the Aging Services Division for FY92/93 include the revenues contained in this contract.

bmem.ssd



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

103512
102693

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-2 DATE 7/16/92</p> <p><i>Chris A. Peterson</i> BOARD CLERK</p>
---	--	--

Department Social Services Division Ageing Services Date July 1, 1992

Contract Originator Jan Tucker Phone 248-3646 Bldg/Room 161/3

Administrative Contact Caroline Sullivan Phone 248-3646 Bldg/Room 161/3

Description of Contract State revenue contract with Senior/Disabled Services Division providing funding for Ageing Services Division administration, Long Term Care, and contracted community services. Covers Year 2 of 4-year plan for Ageing Services.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Senior & Disabled Services Division

Mailing Address 313 Public Services Building
Salem OR 97310

Phone (503) 378-4728

Employer ID # or SS # na

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 10,121,447

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 *Wendy Craighead*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *A. [Signature]*

County Chair/Sheriff *Wendy [Signature]*

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

Encumber: Yes No

Date 7-2-92

Date _____

Date 7-6-92

Date 7/16/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.		See	Attached								
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

CONTRACT APPROVAL FORM SUPPLEMENT
 ASD COMMUNITY SERVICES PROGRAM

CONTRACTOR: AREA PLAN FY92/93

CONTRACT#: 103512 MOD #:

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS	DESCRIP	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
	156	010	1700	2399	ALZ		24,513				24,513
	156	010	1700	2064	IIIB		797,139				797,139
	156	010	1700	2065	IIIC-1		435,309				435,309
	156	010	1700	2066	IIIC-2		542,122				542,122
	156	010	1700	2063	IIID		16,524				16,524
	156	010	1700	2212	IIIG		7,658				7,658
	156	010	1700	2387	OPI		1,079,056				1,079,056
	156	010	1700	2609	TITLE XIX		7,219,126				7,219,126
TOTAL							10,121,447				10,121,447



SDSD Contract #AAA-FY93-10330-0

DEPARTMENT OF
HUMAN
RESOURCES

INTERGOVERNMENTAL AGREEMENT

SENIOR AND
DISABLED SERVICES
DIVISION

This agreement is between the State of Oregon acting by and through its Department of Human Resources, Senior and Disabled Services Division, hereinafter called "Division", and

Multnomah County Aging Services Division
421 S.W. Fifth
Portland, OR 97204

A Type 'B' Area Agency on Aging, hereinafter referred to as "AGENCY".

I. PURPOSE

The purpose of this agreement is the continuation of a cooperative effort between the DIVISION and the AGENCY for the provision of services to senior and disabled individuals in the State of Oregon. This effort is in accordance with ORS Chapter 190, Intergovernmental Cooperation and pursuant to ORS Chapter 410 for the purpose of approving and implementing an area plan for these services. Fiscal Year 1993 constitutes year two of a four-year area plan, originally approved and implemented in Fiscal Year 1992. By this reference, the area plan is made a part of this agreement.

II. TERM

This agreement is for the period July 1, 1992 through June 30, 1993, or when signed by all parties, whichever date is later.

III. STATEMENT OF WORK

Under this agreement, AAA will conduct activities and provide services as indicated in the area plan.

These activities and services will be provided as described in the following:

1. PART 1, SIGNATORS AND MATRIXES OF SERVICE OBJECTIVES AND RESOURCES AND FUNDING AND CONTRACT AMOUNTS;
2. PART 2, AREA AGENCY PLAN;

Barbara Roberts
Governor



313 Public Service Bld
Salem, OR 97310
(503) 378-4728 (Voice/TI)
(503) 373-7823 (FAX)
1-800-282-8096 (TOLL FR)
SDS 1666 (5/91)

3. PART 3, GENERAL PROVISIONS; and,

4. PART 4, SPECIAL ASSURANCES

IV. CONSIDERATION

DIVISION agrees to pay AGENCY an amount not to exceed \$10,121,447, as detailed on the attached Matrices for accomplishment of the statement of work.

V. SPECIAL CONDITIONS

By July 31, 1992, Agency must provide a revised E-1 which:

1. Reflects budget objectives which are consistent with actual costs, units, and persons;
2. Shows "1 ASD Admin" on a separate line only for Older Americans Act, Oregon Project Independence, and Title XIX funds, respectively;
3. Consolidates columns 14, 15, and 16, into one column "other";
4. Eliminates service categories which have no funds showing;
5. Either indicates "2 ASD Services" as "2 Advocacy" or is entitled under the actual service provided, if different from advocacy. (Note: all services indicated must have an accompanying III-D-2 if not already included in the Area Plan).

VI. DESIGNATION OF LIAISON

DIVISION and AGENCY intend to administer this agreement through the following designated liaisons:

DIVISION: Susan Dietsche, Assistant Administrator for Program Assistance
313 Public Service Building
Salem, OR 97310

AGENCY: Agency Director
(Insert individual area agency address)

Any official notice regarding this Agreement must be made in writing and mailed by certified mail. Such notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the address above or such other address as may be specified by written notice to the DIVISION.

VII. SIGNATURES

AGENCY

MULTNOMAH COUNTY

BY James W. Council 6/30/92
Aging Services Division Date
Director

DIVISION

State of Oregon, by and thorough its
Department of Human Resources,
Senior and Disabled Services
Division

BY _____
Administrator/Designee Date

BY Gladys McCoy 7/16/92
Gladys McCoy, Date
Multnomah County Chair

BY _____
Program Assistance Date

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

BY Laurence Kessel 7-6-92
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7-16-92
Carrie A. Peterson
BOARD CLERK

Attachment #1
SDSD Contract #AAA-FY93- 10330-0

* June 15, 1992 *

Multnomah County
421 S.W. Fifth
Portland, OR 97204

AREA PLAN FUNDING AND CONTRACT MATRIX

	Type B Funds	PART B	PART C-1	PART C-2	PART D	PART G	Other State Funds	Oregon Project Independence		TOTAL FUNDS
		Social Services	Congregate Meals	Home Del Meals	In- Home Services	Elder Abuse Prevention		60 Plus	Under 60	
FY 1993 Allocation	7,534,867	615,614	867,637	212,025	15,524	7,658		1,059,298	24,513	10,337,136
Carryover Amount	179,000	61,294	18,000	0	1,000	0		19,758	0	279,052
Transfers	0	120,231	(450,328)	330,097	0	0		0	0	0
Total Funds Available	7,713,867	797,139	435,309	542,122	16,524	7,658		1,079,056	24,513	10,616,188
Previous Total Contract	0	0	0	0	0	0		0	0	0
SSD Funds This Cont Amendment	7,219,126	797,139	435,309	542,122	16,524	7,658		1,079,056	24,513	10,121,447
New Total Contract	7,219,126	797,139	435,309	542,122	16,524	7,658		1,079,056	24,513	10,121,447
Balance Available	494,741	0	0	0	0	0		0	0	494,741

P.15

Cat. Num (1)	Service Categories (2)	CASH RESOURCES													NON-CASH RESOURCES				BUDGET OBJECTIVES						
		CLASS (3)	111-8 (4)	111-03 (5)	111-C2 (6)	111-0 (7)	111-6 (8)	02 (9)	03 (10)	04 (11)	Match (12)	160N (13)	COUNTY (14)	CITY (15)	Other (16)	Sub-Total (17)	Match (18)	Other (19)	Grand Total (20)	Units of Service (21)	Cost per Unit (22)	No. of Pers. Served (23)	Cost per Case (24)	ASP Price/Unit (25)	
1	ASD Admin	507,844	51,091	75,496	0	0	0	44,276	0	0	45,622	0	375,432	0	30,800	1,173,761	0	0	1,173,761	0	NA	0	NA	NA	
1	ASD Admin	36,169	29,709	8,721	0	0	0	51,825	0	0	10,691	0	135,059	0	0	264,474	0	0	264,474	0	NA	0	NA	NA	
1	ASD Admin	54,470	0	0	0	0	0	0	0	0	0	0	0	4,500	1,330,922	0	0	1,330,922	0	NA	0	NA	NA		
1	ASD Admin	26,372	0	0	0	0	0	0	0	0	0	0	0	0	26,372	0	0	26,372	0	NA	0	NA	NA		
1	ASD Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA		
1a	Alz Admin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA		
2	ASD Services	35,607	50,032	13,651	0	0	0	0	0	0	7,009	0	40,531	0	0	147,073	0	0	147,073	0	NA	0	NA	NA	
7	ASD Case Mgmt	5,344,953	0	0	0	0	0	0	0	0	0	0	0	6,900	5,351,653	0	0	5,351,653	0	NA	0	NA	NA		
10	Training	0	1,137	0	0	0	0	7,450	0	0	2,930	0	467	0	0	12,300	0	0	12,300	0	NA	0	NA	NA	
11	Outreach	18,444	0	0	0	0	0	0	0	0	0	0	0	0	18,444	0	0	18,444	0	NA	0	NA	NA		
0	Subtotal/ASD	6,505,773	139,099	97,351	0	0	7,658	56,101	0	0	67,339	0	1,370,522	0	41,400	8,333,279	0	0	8,333,279	NA	NA	NA	NA	NA	
12	Info/Referral	65,766	37,684	3,103	0	0	0	0	0	350	0	0	11,009	111,644	40,549	269,032	0	5,224	275,656	50,578	5.46	50,578	5.46	4.54	
12a	Translation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA		
13	Outreach	0	55,631	0	0	0	0	0	0	0	1,170	0	14,035	0	6,550	77,393	0	0	77,353	1,504	40.85	NA	NA	44.77	
13a,b	Outreach/24 hr	19,279	16,973	3,795	0	0	0	0	0	0	0	0	24,487	0	3,500	75,034	0	0	75,034	50	1,500.68	0	NA	NA	1,433.60
17	Transportation	0	163,092	0	0	0	0	0	0	0	0	0	71,766	0	120,500	310,216	0	0	310,216	100,771	3.57	1,296	258.03	2.30	
0	Subtotal/Access	86,045	295,567	7,629	0	0	0	0	0	0	1,370	0	124,097	113,644	121,099	717,475	0	5,824	719,799	NA	NA	NA	NA	NA	
20	Guardianships	278,837	0	0	0	0	0	0	0	0	0	0	90,161	0	30,100	307,058	0	0	307,090	120	1,295.10	0	NA	NA	
21	Legal Assist	0	26,492	0	0	0	0	0	0	0	0	0	15,810	0	3,709	56,241	0	0	56,241	2,236	24.47	1,720	45.10	22.77	
0	Subtotal/Legal	278,837	26,492	0	0	0	0	0	0	0	0	0	55,971	0	42,009	263,339	0	0	263,339	NA	NA	NA	NA	NA	
22	Congregate Meal	0	0	330,303	0	0	0	0	0	196,255	0	145,547	0	0	86,956	739,061	0	0,945	760,006	239,702	2.56	1,450	172.59	2.59	
22a	MEAL DASHION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
23	St. Chr. Operation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
24	Counseling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
32	Money Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
33	Volunteer Serv	0	35,094	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
34	Mental Health	193,000	0	0	0	0	0	0	0	0	0	0	0	0	0	177,000	0	0	177,000	3,400	50.86	104	1,701.92	59.28	
36a	M.H. Spec. Pro.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,006	0	0	5,006	NA	NA	NA	NA	NA	
37	Chr. Renovation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
37a	Indigeni Burial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
0	Subtotal/Other	193,000	35,094	330,303	0	0	0	0	0	0	196,255	0	145,547	145,245	120,247	170,631	1,754,677	0	31,306	1,792,720	NA	NA	NA	NA	NA
41	Respite Meals	0	0	0	542,122	0	0	0	0	0	323,253	0	265,774	0	0	1,131,589	0	0	1,131,589	475,255	2.38	3,300	342.51	2.30	
41a	XXX H.O. Meals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22,704	0	0	22,704	40,000	0.57	220	103.20	0.57	
42	Cousponship	0	0	0	16,524	0	0	0	0	0	0	0	0	0	0	16,524	0	0	16,524	157	105.25	12	1,377.00	105.25	
44	Home Care	0	0	0	0	0	0	468,352	0	15,450	0	0	0	0	3,300	485,322	0	0	485,322	42,020	11.53	345	1,402.66	11.25	
44a	Personal Care	0	0	0	0	0	0	257,527	0	8,432	0	0	0	0	0	245,959	0	0	245,959	15,804	124	1,589.54	15.04		
44a	Alz Personal Care	0	0	0	0	0	0	0	0	1,040	0	0	0	0	0	1,040	0	0	1,040	73	14.25	7	140.52	14.25	
44	Chore	0	0	0	0	0	0	3,905	0	0	0	0	0	0	0	3,905	0	0	3,905	212	13.66	42	54.56	13.66	
51	Case Mgmt.	0	310,167	0	0	0	0	0	0	1,282	172,553	0	210,732	92,521	40,503	836,850	0	3,894	840,744	37,028	22.71	3,439	249.54	25.29	
51	OP Case Mgmt	0	0	0	0	0	0	211,675	50,400	22	0	0	0	0	10,434	739,531	0	1,728	734,311	30,030	24.35	609	354.75	22.14	
51a	Private Case Mgmt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
60	Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,750	0	0	24,750	167	20.55	17	1,455.08	20.55	
60a	Alz Day Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,433	0	0	9,433	321	29.37	7	1,347.57	29.37	
61	Respite Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34,028	0	0	34,028	3,080	11.02	23	1,479.40	9.59	
61a	Alz Respite	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,640	0	0	3,640	266	9.95	10	354.00	9.95	
0	Subtotal/Unknown	0	310,167	0	542,122	16,524	0	973,605	24,513	150,503	172,073	300,420	210,732	92,521	65,089	3,048,377	0	5,684	3,054,061	NA	NA	NA	NA	NA	
62	AFH Licensing	295,465	0	0	0	0	0	0	0	0	0	0	57,970	0	70,430	433,824	0	0	433,824	580	748.30	0	NA	NA	650.34
62a	Temp Lic Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
62b	Alz Temp Res Care	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NA	0	NA	NA	NA	
62c	Respite	0	0	0	0	0	0	9,350	0	0	0	0	0	0	0	9,350	0	0	9,350	117	107.47	67	139.55	107.47	
0	Subtotal/AFH	295,465	0	0	0	0	0	9,350	0	0	0	0	67,998	0	70,430	443,243	0	0	443,243	NA	NA	NA	NA	NA	
Page/Grand Total		7,219,138	797,137	435,309	542,122	16,524	7,658	1,079,056	24,513	353,146	280,213	483,975	1,982,606	332,414	561,250	14,225,137	0	49,794	14,274,931	NA	NA	NA	NA	NA	

JUN 15 '92 04:45PM

Meeting Date: JUL 16 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an IGA Amendment with the Oregon Disabilities Commission

BOARD BRIEFING _____ (date) REGULAR MEETING _____ (date)

DEPARTMENT Chair's Office DIVISION Affirmative Action Office

CONTACT Gerry Bittle TELEPHONE 823-3173

PERSON(S) MAKING PRESENTATION Gerry Bittle

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 to 10 minutes

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

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

This amendment to contract #500822 includes further language clarification for sign language and oral interpreters to be used on an as needed basis by Multnomah County Departments. This clarification was inadvertently omitted in the original agreement.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Gerald W. Bittle

(All accompanying documents must have required signatures)

Sent Original IGA + Contract to Jerry Bittle 7-17-92.

BOARD OF
COUNTY COMMISSIONERS
1992 JUL -7 PM 2:00
MULTNOMAH COUNTY
OREGON

AMENDMENT #1
CONTRACT #500822

TO THE INTERGOVERNMENTAL AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON
AND
OREGON DISABILITIES COMMISSION

This amendment is to that certain contract dates July 1, 1992 to June 30, 1993 between Multnomah County referred to as the "COUNTY", and Oregon Disabilities Commission referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I RECITALS

This amendment changes all instances of the use of "sign language interpreters" to read "sign language and oral interpreters".

All service components and other requirements are maintained as in the original contract.

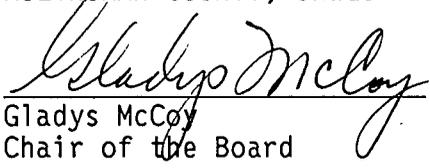
IN WITNESS WHEREOF, the parties hereto have caused this contract amendment to be executed by their authorized officers.

OREGON DISABILITIES COMMISSION

Eugene Organ
Executive Director

Date Signed

MULTNOMAH COUNTY, OREGON



Gladys McCoy
Chair of the Board

7/16/92

Date Signed

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon



Assistant County Counsel

7-6-92

Date Signed

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 7-16-92


BOARD CLERK

Meeting Date JUL 16 1992

Agenda No. R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Multnomah County Fair Opening Presentation

BCC INFORMAL _____ BCC FORMAL July 16, 1992
(DATE) (DATE)

DEPARTMENT Environmental Services DIVISION Expo & County Fair

CONTACT Bill McKinley TELEPHONE 285-7756

PERSON(S) MAKING PRESENTATION Paul Yarborough, Bill McKinley

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON THE BOARD AGENDA 10 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN

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

A presentation will be made to the BCC regarding the opening of the Multnomah County Fair, 1992.

BOARD OF
COUNTY COMMISSIONERS
1992 JUL -8 AM 10:31
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Pauline Anderson

OR

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Meeting Date JUL 16 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: SE Foster Road/Item #92-117/Deed for Road Purposes/Order Accepting Deed

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

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE Ext. 3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

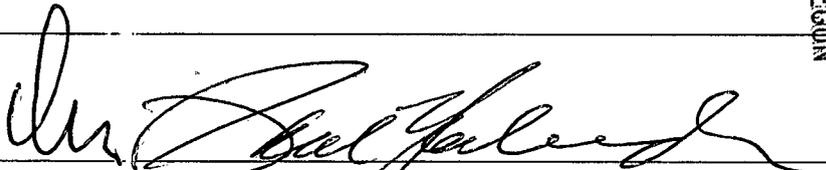
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

Request by Director of DES that the Chair be authorized to execute deed for certain county owned property to the public for road purposes.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____
Or
DEPARTMENT MANAGER 

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUL -6 PM 2:45

(All accompanying documents must have required signatures)

3706V/2514W
Certified True Copy of Order 92-126 + Original Deed to Harding + Sent Copy of Order 92-126 + Original of Deed to Bob Pearson 7-17-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

June 15, 1992

Board of County Commissioners
606 County Courthouse
Portland, Oregon 97204

RE: Deed and Order Authorizing
Deed for County Road Purposes
SE Foster Road/Item No. 92-117

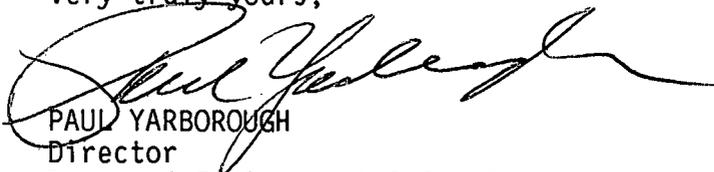
Dear Commissioners:

A certain parcel of real property now owned by Multnomah County is required for road purposes.

Therefore, it is recommended that the Chair of the Board of County Commissioners be authorized to execute the attached Deed for Road Purposes, and that the executed Order and the Deed be forwarded to the Recording Office for recording purposes.

Thank you.

Very truly yours,



PAUL YARBOROUGH
Director
Dept. of Environmental Services

RLP/js
Encls.: Deed for Road Purposes and
Order Authorizing Deed

2514W

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Conveying a Deed
for Certain Real Property to the
Public for Road Purposes.

)
)
)
)
)
)

ORDER AUTHORIZING
DEED FOR 92-126
COUNTY ROAD PURPOSES

S.E. FOSTER ROAD
ITEM NO. 92-117

WHEREAS, Multnomah County is the owner of certain real property which is desirable and necessary for the improvement and reconstruction of county roads;

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The deed for real property described below shall be executed by the Chair of the Board of County Commissioners to convey said described property to Multnomah County for road purposes.
2. The real property to be conveyed to Multnomah County by this Order is described as follows:

A portion of Lot 21, LAMARGENT PARK NO. 2, a duly recorded plat recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon, situated in the southwest one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, described as follows:

The northerly 10.00 feet of that portion of said Lot 21, conveyed to Harold W. Ashpole and Ruby I. Ashpole, by deed recorded June 6, 1984, in Book 1752, Page 1242, Deed Records of Multnomah County, Oregon, which is described as follows:

Beginning at a point in the south line of S.E. Foster Road, which point is 100.11 feet west of the northeast corner of said Lot 21, LAMARGENT PARK NO. 2, and the northwest corner of the property conveyed by John Schmor to Harold E. Conrey and Alice M. Conrey, by deed recorded May 25, 1944, in Deed Book 839, Page 138; thence easterly along the south line of S.E. Foster Road, 41.50 feet; thence southerly parallel to the east line of Lot 21, LAMARGENT PARK NO. 2, a distance of 125 feet; thence westerly parallel to the south line of S.E. Foster Road, 41.50 feet; thence northerly along the west line of the property conveyed to Harold E. and Alice M. Conrey in the above described deed, 125 feet to the point of beginning.

Containing 415 square feet, more or less.

In addition to the above described tract, an easement for the construction and maintenance of slopes and utilities is described as follows:

A strip of land 5.00 feet in width lying southerly of and adjacent to the above described tract.

Containing 208 square feet, more or less.

ORDER AUTHORIZING DEED
FOR COUNTY ROAD PURPOSES
S.E. Foster Road
Item No. 92-117
Page 2

DATED this 16th day of July, 1992.

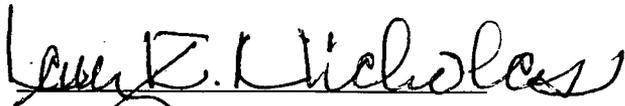


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


GLADYS McCOY Chair

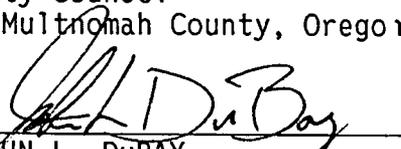
APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer
for Multnomah County, Oregon



REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By 
JOHN L. DuBAY
Chief Asst. County Counsel

S.E. FOSTER ROAD
East of S.E. 128th Avenue
Item No. 92-117
May 21, 1992

DEED FOR ROAD PURPOSES

MULTNOMAH COUNTY conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, for road purposes, the following described property:

A portion of Lot 21, LAMARGENT PARK NO. 2, a duly recorded plat recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon, situated in the southwest one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, described as follows:

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Containing 208 square feet, more or less.

S.E. FOSTER ROAD
East of S.E. 128th Avenue
Item No. 92-117
May 21, 1992
Page 2

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

The true and actual consideration for this conveyance is \$0.00.

DATED this 16th day of July, 1992.



MULTNOMAH COUNTY, OREGON

By Gladys McCoy
GLADYS McCOY Chair
Board of County Commissioners
for Multnomah County, Oregon

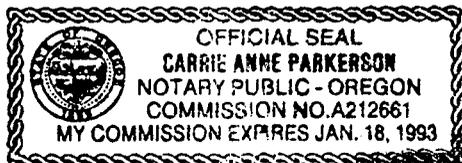
REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By: John DuBay
JOHN DuBAY
Chief Asst. County Counsel

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME July 16th, 1992, personally appeared
Gladys McCoy who, being sworn, stated that She is
the Chair of the Board of County Commissioners of Multnomah County, Oregon, and
that this instrument was voluntarily signed in behalf of said County by authority
of its Board of County Commissioners. Before me:



Carrie Anne Parkerson
Notary Public for said State

My Commission expires January 18, 1993

DEED FOR
ROAD PURPOSES
Corporation

MULTNOMAH COUNTY

TO
MULTNOMAH COUNTY

After recording return to:

Transportation Division
1620 SE 190th Avenue
Portland, OR 97233



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

June 15, 1992

Board of County Commissioners
606 County Courthouse
Portland, Oregon 97204

RE: Deed and Order Authorizing
Deed for County Road Purposes
SE Foster Road/Item No. 92-117

Dear Commissioners:

A certain parcel of real property now owned by Multnomah County is required for road purposes.

Therefore, it is recommended that the Chair of the Board of County Commissioners be authorized to execute the attached Deed for Road Purposes, and that the executed Order and the Deed be forwarded to the Recording Office for recording purposes.

Thank you.

Very truly yours,

7-17-92


PAUL YARBOROUGH
Director
Dept. of Environmental Services

*Please Record &
Return to Bob Pearson.*

RLP/js
Encls.: Deed for Road Purposes and
Order Authorizing Deed

Thank you

081241

2514W

*Carrin
Parker
Board Clerk*

CAD Resources

Computer Aided Drafting & Mapping

STEVE MARLIN

P.O. Box 101
Gresham, Oregon 97030

(503) 667-6525

07-22-92
0001

81241

*
24622 A

Meeting Date: JUL 16 1992

Agenda No: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Four-Party Intergovernmental Agreement for Special Needs/Homeless Housing and Countywide Fair Housing Programs

Board Briefing: 7/21/92 Regular Meeting: 7/23/92
Date Date

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Cecile Pitts TELEPHONE: 248-5000

PERSON(S) MAKING PRESENTATION: Norm Monroe/Cecile Pitts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division recommends approval of the four-party intergovernmental agreement among the City of Portland, City of Gresham, Multnomah County, and Housing Authority of Portland, which outlines roles, responsibilities, and funding commitments for special needs/homeless housing planning and advocacy and countywide fair housing coordination.

The agreement commits \$83,000 in City of Portland revenues to Multnomah County for emergency services planning and advocacy (\$50,000), as a continuing commitment, and for fair housing coordination (\$33,000); \$28,000 County revenues are committed to the Housing Authority of Portland for special needs and homeless program support.

This four-party agreement is an outgrowth of the coordination efforts from the Comprehensive Housing Affordability Strategy (CHAS), HOME Consortium, and Housing and Community Development Commission.

SIGNATURES:

ELECTED OFFICIAL: _____

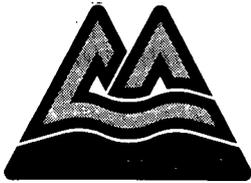
OR

DEPARTMENT MANAGER: Dary Nakas (cc)
(All accompanying documents must have required signatures)

4part93a

*Sent Original OGA Contracts to Cecile Pitts
7-17-92.*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUL -6 PM 2:37



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (ac)*
Department of Social Services

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

DATE: June 29, 1992

SUBJECT: Four-Party Intergovernmental Agreement for Special Needs/Homeless Housing and Countywide Fair Housing Programs

Retroactive Status: The four-party intergovernmental agreement is retroactive to July 1, 1992. Contract processing was delayed to allow time for four governments to agree upon the terms and conditions of the contract.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the contract among City of Gresham, City of Portland, Housing Authority of Portland, and Multnomah County, for July 1, 1992 through June 30, 1993.

Analysis: The Housing and Community Services Division has coordinated with the City of Gresham, City of Portland, and Housing Authority of Portland to jointly fund special needs/homeless housing program planners and a countywide fair housing coordinator. This agreement is in response to the Comprehensive Housing Affordability Strategy (CHAS), the HOME Consortium agreement (concerning the federal HOME Investment Partnerships Program), and the local ordinances creating the Housing and Community Development Commission (HCDC).

The agreement outlines roles of the four governments and provides for funding relationships, as follows:

- **City of Portland:** lead jurisdiction for receipt and administration of HOME Investment Partnerships Program funding, principle staff for HCDC, and funding source for countywide special needs/homeless housing and fair housing programs.

The City is allocating \$83,000 to Multnomah County for the homeless and fair housing programs. The \$50,000 allocated for special needs planning and advocacy continues an ongoing agreement between the City and County for these services.

- **City of Gresham:** participant in the HOME Consortium and funding source for the special needs/homeless housing planning through the Housing Authority of Portland. No City of Gresham funds come to Multnomah County through this agreement.
- **Multnomah County:** participant in the HOME Consortium, lead agent for fair housing coordination, lead agent for emergency services and transitional housing planning and advocacy, lead agent for policy and program design concerning supportive services linked with housing for special needs and homeless populations, and funding source for housing planning through the Housing Authority of Portland.

Multnomah County has allocated \$28,000 for the Housing Authority planning program.

- **Housing Authority of Portland:** administrator of specific coordination activities described in the agreement.

Background: Funds for this agreement are included in the Division budget.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102013

Amendment # -

CLASS I CLASS II CLASS III
Professional Services under \$25,000 Professional Services over \$25,000 (RFP, Exemption) Intergovernmental Agreement
APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA R-3 DATE 7/16/92
BOARD CLERK

Department Social Services Division Hsg & Community Svcs. Date June 29, 1992

Contract Originator Cecile Pitts Phone 248-5000 Bldg/Room B161/2nd Floor

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

Description of Contract Four party agreement to create the Special Needs/Homeless Housing Program Planner and the Countywide Fair Housing Coordinator.

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

ORS/AR # Contractor is MBE WBE QRF

Contractor Name City Of Gresham, City of Portland

Mailing Address Housing Authority of Portland & Multnomah County

Phone

Employer ID # or SS #

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$

Amount of Amendment \$

Total Amount of Agreement \$ 28,000 exp. 83,000 revenue

REQUIRED SIGNATURES:

Department Manager Dary Nakso (cc)

Purchasing Director

County Counsel

County Chair/Sheriff

Contract Administration

(Class I, Class II contracts only)

Remittance Address (If Different)

Payment Schedule Terms

Lump Sum \$ Due on receipt

Monthly \$ Net 30

Other \$ Other

Requirements contract - Requisition required.

Purchase Order No.

Requirements Not to Exceed \$

Encumber: Yes No

Date 6-30-92

Date

Date 7/6/92

Date 7/16/92

Date

Table with columns: LINE NO., FUND, AGENCY, ORGANIZATION, SUB ORG, ACTIVITY, OBJECT/REV SRC, SUB OBJ, REPT CATEG, LGFS DESCRIPTION, AMOUNT, INC/DEC IND. Rows include: 01. 156 010 5420 Expend 6060 Gen Fund Proj 28,000.00; 02. 156 010 5562 Revenue 2025 Ptd Fair Hsg 33,000.00; 03. 156 010 5563 Revenue 2773 Ptd Homeless 50,000.00

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



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES (503) 248-5015
FINANCE (503) 248-3312
LABOR RELATIONS (503) 248-5135
PLANNING & BUDGET (503) 248-3883
RISK MANAGEMENT (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

May 29, 1992

Howard Cutler
City of Portland
Bureau of Community Development

Dear Howard:

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

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

Sincerely,

Jean M. Miley
Risk Manager

362R/JMM/js

c: Cilla Murray

INTERGOVERNMENTAL AGREEMENT

among

MULTNOMAH COUNTY

CITY OF GRESHAM

CITY OF PORTLAND

HOUSING AUTHORITY OF PORTLAND

This agreement is entered into among Multnomah County (COUNTY), the City of Gresham (GRESHAM), the City of Portland (PORTLAND), and the Housing Authority of Portland (HAP); for the cooperation of units of local government under the authority of ORS 190.010. It will be effective upon adoption by the parties and will continue until terminated as provided herein.

Recitals:

1. In 1990 the U.S. Congress passed the National Affordable Housing Act, which, among other things, required entitlement jurisdictions under the federal Community Development Block Grant to prepare and adopt a Comprehensive Housing Affordability Strategy.
2. In 1991 COUNTY, PORTLAND, and GRESHAM adopted the 1991 Comprehensive Housing Affordability Strategy (CHAS) which identified housing issues and recommended adoption of housing policy on a countywide basis.
3. In 1991 COUNTY, PORTLAND, and GRESHAM formed a consortium jurisdiction for the purpose of receiving and managing federal HOME Investment Partnerships Program funding.
4. In the HOME Consortium agreement, the parties agreed to undertake affirmative action to further fair housing in their jurisdictions.

5. In 1992 COUNTY, PORTLAND, and GRESHAM established the Countywide Housing and Community Development Commission as the primary policy forum in which policy development, resource coordination, and civic leadership are provided to address affordable housing problems throughout Multnomah County.
6. In 1992 COUNTY, PORTLAND, and GRESHAM established a countywide public housing authority.

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The parties to this agreement shall facilitate the administration and implementation of the Housing and Community Development Commission by the following:
 - A. PORTLAND agrees to be the lead jurisdiction in the HOME consortium for receipt and administration of Countywide HOME Investment Partnerships Program funding; agrees to be principle staff to HCDC work plan; and agrees to provide funding support to the countywide initiatives described in Attachments A and B to this Agreement.
 - B. GRESHAM agrees to submit in a timely manner to PORTLAND all information necessary for participation in the HOME consortium as defined in 24 CFR Part 92, and agrees to provide funding support to the countywide initiatives described in Attachment C to this Agreement.
 - C. COUNTY agrees to submit in a timely manner to PORTLAND all information necessary for participation in the HOME consortium as defined in 24 CFR Part 92; agrees to be lead agent for Fair Housing Coordination activities in accordance with Attachment A; agrees to be lead agent in planning and advocacy regarding the emergency and transitional housing needs of homeless persons in accordance with Attachment B; agrees to be lead agent in policy and program design for the linking of

supportive services with housing for special populations and homeless persons; and agrees to provide funding support to the countywide initiatives described in the Attachments to this Agreement.

D. The HAP agrees to administer specific coordination activities in accordance with Attachment C.

2. It is the intent of the parties that this agreement is on-going in nature, however it maybe amended or terminated when the parties mutually agree in writing to do so.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair
7/16/92
Date

Adopted by the CITY OF GRESHAM

Gussie McRobert
Gussie McRobert, Mayor
Date

Adopted by the
HOUSING AUTHORITY OF PORTLAND

Denny West
Denny West, Executive Director
Date

Adopted by the
CITY OF PORTLAND

Gretchen Kafoury
Gretchen Kafoury,
Commissioner of Public Utilities
Date

REVIEWED:

Matthew O. Reym
Laurence Kressel, County Counsel
for Multnomah County, Oregon
July 6, 1992
Date

APPROVED AS TO FORM:

Thomas Sponsler
Thomas Sponsler, City Attorney
City of Gresham, Oregon
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7-16-92
Chris A. Richardson
BOARD CLERK

Jeffrey L. Rogers
Jeffrey L. Rogers, City Attorney
City of Portland, Oregon
Date

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BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair

Date

7/30/92

Adopted by the
HOUSING AUTHORITY OF PORTLAND

Denny West
Denny West, Executive Director

Date

7/1/92

Adopted by the CITY OF GRESHAM

Gussie McRobert
Gussie McRobert, Mayor

Date

Adopted by the
CITY OF PORTLAND

Gretchen Kafoury
Gretchen Kafoury,
Commissioner of Public Utilities

Date

REVIEWED:

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

Date

7/29/92

APPROVED AS TO FORM:

Thomas Sponsler
Thomas Sponsler, City Attorney
City of Gresham, Oregon

Date

7-16-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7-16-92
Caree A. Peterson
BOARD CLERK

Jeffrey L. Rogers
Jeffrey L. Rogers, City Attorney
City of Portland, Oregon

Date

6-18-92

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BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair

Date

7/30/92

Adopted by the CITY OF GRESHAM

Gussie McRobert
Gussie McRobert, Mayor

Date

Adopted by the
HOUSING AUTHORITY OF PORTLAND

Denny West
Denny West, Executive Director

Date

7/1/92

Adopted by the
CITY OF PORTLAND

Gretchen Kafoury
Gretchen Kafoury,
Commissioner of Public Utilities

Date

REVIEWED:

Matthew O. Ryan
Laurence Kressel, County Counsel
for Multnomah County, Oregon

Date

7/29/92

APPROVED AS TO FORM:

Thomas Sponsler
Thomas Sponsler, City Attorney
City of Gresham, Oregon

Date

7-16-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7-16-92
Carrin A. Pederson
BOARD CLERK

Frank Hudson, Dep. City Attorney
Jeffrey L. Rogers, City Attorney
City of Portland, Oregon

Date

6-18-92

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: _____

By _____

Fair Housing Coordination

Scope of Services and Management

This Attachment is in regards to Countywide Fair Housing Coordinator Resources and Scope of Services.

1. Under the terms of the agreement, COUNTY shall designate a .50 FTE staff person as Countywide Fair Housing Coordinator, who shall be responsible for the following main functions:
 - A. Participate in and provide staff support for the CITY/COUNTY Fair Housing Task force. This work is scheduled for completion in Fall 1992.
 - B. Carry out the recommendations of the Task force for the Countywide Fair Housing Program as approved by PORTLAND, COUNTY and GRESHAM. Draft elements to this program include the following:
 - 1) Fair Housing Education and Outreach.
 - 2) Review of fair housing initiatives in the policy development process of the Countywide CHAS plan.
 - 3) Administration of Countywide Housing Discrimination Audit Study.
 - 4) Liaison to US Department of Housing and Urban Development (HUD) staff during yearly performance monitoring.
 - 5) Assist in the development of a "substantially equivalent" local Fair Housing Ordinance which will meet the requirements of federal law.
2. The COUNTY agrees to provide the services described herein as follows:
 - A. The COUNTY agrees to employ and provide necessary support for the staff person assigned to carry out the scope of services for the Countywide Fair Housing Coordinator.
 - B. The COUNTY agrees to prepare necessary requests for payment for Fair Housing Coordination to be submitted on a monthly basis to PORTLAND. The monthly requests shall not exceed one twelfth (1/12) of the amount committed by PORTLAND to this agreement. The request shall be accompanied by a narrative description of the activities conducted over the reporting period under the agreement.

3. PORTLAND agrees to provide the following services:
 - A. PORTLAND approves the use of \$33,000 of 1992 Community Development Block Grant (CDBG) funds to COUNTY for costs of the staff person hired to implement the Countywide Fair Housing Coordinator scope of services. In no event shall PORTLAND's financial contribution exceed the amount listed herein.
 - B. The obligations of PORTLAND are expressly subject to PORTLAND receiving funds from HUD for this project, and in no event shall PORTLAND's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
 - C. PORTLAND makes no commitment to future support and assumes no obligation for future support of the Fair Housing Coordination activities contracted for herein, except as expressly set forth in this agreement.
4. PORTLAND agrees to review requests for payment submitted in regards to this agreement, within ten days and identify any outstanding payment issue.
5. PORTLAND agrees to execute payment on this agreement within 30 days of receipt of complete request.
6. The parties to this agreement agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. Attachment D is a review of various General Contract Provisions applicable to the activities funded by this agreement.
7. Compensation and Method of Payment

The COUNTY will be compensated for the above described services by PORTLAND through the Housing and Community Development Program. Payments will be made to the COUNTY upon submission of a statement of expenditures. The COUNTY will retain evidence of payment for personnel costs. It is agreed that total funding under this agreement shall not exceed THIRTY THREE THOUSAND DOLLARS (\$33,000).

8. City Project Manager
 - A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
 - B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City action referred to herein.

HOMELESS PLANNING AND ADVOCACY

Scope of Services and Management

Regarding Countywide Homeless Planning and Advocacy Resources and Scope of Services

1. Under the terms of this agreement, COUNTY shall designate an 0.60 FTE staff person for homeless planning and a 0.50 FTE staff person for homeless advocacy, as well as liaisons for program and policy development, to support Homeless Programs of the Countywide Comprehensive Housing Affordability Strategy (CHAS) and the Housing and Community Development Commission (HCDC) through the Community Action Program Office (CAPO).
 - A. Homeless Planning, Program Development, and Coordination. CAPO will be the lead agency in Multnomah County for planning, development, and coordination of service programs targeted to persons who are homeless or at risk of homelessness.
 1. CAPO staff will work with staff of HCDC, the City of Portland, the Portland Development Commission, the Housing Authority of Portland, the City of Gresham, and other County programs to link service planning, development, and coordination with development of emergency and transitional facilities and housing resources for homeless persons, particularly for facilities developed with CDBG, HOME, and other flexible funds.
 2. CAPO staff will assist staff of HCDC, the City of Portland, the City of Gresham, and other County programs in formulating countywide housing policy (including strategies for Fair Housing Initiatives) and production goals, particularly as they relate to at risk and homeless populations and those requiring supportive services to become or remain adequately housed.
 3. CAPO will provide staff assistance to support the workplan of the Homeless Advisory Committee related to the provision of oversight to implementation of CHAS homeless goals and strategies, concerning facilities, housing resources, and services for homeless persons and persons at risk of homelessness.

B. **Resource Development and Coordination.** CAPO will be the lead agency, in partnership with other funders, to support resource development and to coordinate management of resources for services targeted to persons who are homeless or at risk of homelessness.

1. CAPO staff will facilitate development of public (local, state and federal) and private funding resources for supportive services linked to facilities and housing resources for the homeless which are identified in the countywide CHAS, and which are developed with CDBG, HOME, and other flexible funds.
2. In conjunction with the CHAS goals and structure, CAPO staff will recommend and assist in implementation of grant solicitation strategies for supportive services which are linked to facilities and housing resources for the homeless.
3. CAPO staff will work with staff of the Portland Bureau of Community Development, the City of Gresham, and other funders to more closely coordinate funding decisions made through annual budgeting processes, and to rationalize and simplify funding patterns.

C. **Evaluation.** CAPO will be the lead agency, in partnership with other funders, for evaluation of the effectiveness of service programs in Multnomah County for homeless persons and persons at risk of homelessness.

1. CAPO staff will develop and coordinate ongoing evaluations of publically funded supportive services linked to facilities and housing resources for the homeless.
2. In conjunction with the CHAS goals and structure, CAPO staff will recommend changes in CHAS implementation strategies based on evaluations of homeless projects and programs.

D. **Policy Development and Citizen Involvement.** Through support for the Community Action Commission (CAC), CAPO will be the lead agency for citizen advocacy and citizen involvement in policy development, coordination, and planning to address homeless issues.

1. CAPO staff will coordinate the work of the Homeless Advisory Committee, which will be established by the CAC through agreement with HCDC, to bring together advocates, consumers, providers, and funders as the homeless resource network for CAC and HCDC.
 2. CAPO staff will support the workplan of the Homeless Advisory Committee related to the provision of information, advice, and recommendations to the CAC and HCDC concerning: homeless issues; homeless policies and planning; priorities for homeless projects and programs funded with community action, CDBG HOME, and other flexible funds; and annual updates to CHAS homeless policies, production and service goals, and implementation strategies.
 3. CAPO staff will support the workplans of the Homeless Advisory Committee and the CAC related to advocacy for homeless and affordable housing issues, resources, and services, through: mobilizing advocate, consumer, and provider networks; making presentations to budget advisory committees; testifying at hearings; and similar activities.
2. The CITY agrees to facilitate the scope of services described herein as follows:
- A. The CITY approves the use of \$50,000 of General Funds to reimburse the COUNTY for costs of staff persons hired to implement the Homeless Planning and Advocacy scope of services. In no event shall the CITY's financial contribution for FY 92-93 exceed the amount listed herein.
 - B. It is the desire and intent of both parties that, subject to satisfactory performance under this agreement, CITY funds to support Homeless Planning and Advocacy will be an ongoing allocation, adjusted for inflation. This commitment to COUNTY is subject to future appropriations by the Council of the City of Portland.
 - C. CITY makes no commitment to COUNTY of future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this agreement.

3. The COUNTY agrees to facilitate the scope of services described herein as follows:
 - A. COUNTY agrees to employ and provide necessary supervision and support for the staff persons assigned to carry out the scope of services for Homeless Planning and Advocacy.
 - B. COUNTY agrees to prepare necessary requests for payment to be submitted on a monthly basis to the CITY for Homeless Planning and Advocacy. The requests shall not exceed one twelfth (1/12) of the amount committed by the CITY to this agreement. On a quarterly basis, COUNTY will submit a narrative description of the activities conducted over the reporting period under the agreement.
4. CITY agrees to review requests for payment, submitted in regards to this agreement, within ten days and to identify any outstanding payment issue.
5. CITY agrees to execute payment, on this agreement within 30 days of receipt of complete request.
6. The parties to this agreement agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
7. This agreement and the obligations of the parties hereunder shall terminate upon the happening of the following events:
 - A. The parties mutually agree in writing to terminate the agreement;
 - B. Failure of the COUNTY to comply with the terms and conditions expressed herein or the applicable regulations and directives of the Federal Government;
 - C. Otherwise this agreement shall terminate June 30, 1993, and shall be subject to extension only by mutual agreement and amendment in accordance with this agreement.
8. Upon termination of the agreement, any obligation at the time of termination shall be paid for in accordance with the agreement. If the agreement terminates prior to project completion, a 30-day termination plan will be executed between the parties to this agreement for an amount not to exceed one twelfth (1/12) of the amount committed by the parties. Any unexpended balance shall remain with the respective party and used in accordance with program regulations.

9. COUNTY shall provide project-related records to the other parties upon request.

10. **Compensation and Method of Payment**

The County will be compensated for the above described services by the City of Portland through the Housing and Community Development Program. Payments will be made to the County upon submission of a statement of expenditures. The County will retain evidence of payment for personnel costs. It is agreed that total funding under this agreement shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

11. **City Project Manager**

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

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

Special Needs and Homeless Coordination**Scope of Services and Management**

1. **This attachment is in regards to Special Needs Housing and Homeless Program Resources and Scope of Services.**

Under the terms of the agreement, HAP shall designate a full-time (1.00) FTE staff person to support the Special Needs Housing and Homeless Programs of the Countywide Comprehensive Housing Affordability Strategy (CHAS). This involves development of housing policy and program design in cooperation with the COUNTY for persons who require supportive services to become or remain adequately housed. It is noted that the COUNTY has the responsibility for developing social service policy and program design for these populations. This agreement shall include the following main functions:

- A. Development of Funding Sources. Translate annual housing production goals into specific projects by working with HCDC staff, City of Portland, city of Gresham, HAP, County Housing and Community Services Division Programs, and the resource networks to identify funding sources, developers and service providers.
 - 1) Facilitate the development of local, state and federal public and private sources of funds for housing and facilities linked to supportive services.
 - 2) In conjunction with the CHAS goals and structure, recommend and assist implementation of grant solicitation strategies for housing and facilities linked to supportive services.
- B. Technical Assistance for Housing Development. In conjunction with the CHAS goals and structure, the staff person shall provide technical assistance to participating local governments and housing agencies to carry out housing and facility development linked to supportive services for special needs populations and the homeless. The goal of this work element is to resolve obstacles to development.
- C. Housing Policy Development. Assist the HCDC staff, City of Portland, County Housing and Community Services Division Programs and the Gresham Community Development Department in formulating Countywide housing policy (strategies for fair housing initiatives) and production goals, particularly as they relate to at-risk and homeless populations and those requiring supportive services to become or remain adequately housed.

- 1) Assist the resource networks in annual update of the CHAS.
 - 2) Assist HCDC staff in review of public loan fund underwriting criteria in light of the development issues of housing for the homeless and populations with special needs.
- D. Participate in the first year work plan of the Special Needs Advisory Committee (SNAC) and Homeless Advisory Committee (HAC) of the Comprehensive Housing Affordability Strategy. The staff person shall provide support for the SNAC and HAC work programs. The general coordination and staffing of the SNAC and HAC shall remain the responsibility of the County Housing and Community Services Division during the 92/93 program year.
2. The COUNTY agrees to facilitate the scope of services described herein as follows:
- A. The COUNTY approves up to \$28,000 from its General Fund to HAP for costs of the staff person hired to implement the Special Needs Housing/Homeless Coordinator scope of services. In no event shall the COUNTY's financial contribution exceed the amount listed herein.
 - B. This commitment to HAP is subject to future appropriations by the Multnomah County Board of Commissioners.
 - C. The COUNTY makes no commitment to HAP of future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this agreement.
3. GRESHAM agrees to facilitate the scope of services described herein as follows:
- A. GRESHAM approves the use of \$20,000 of 1992 Community Development Block Grant (CDBG) funds to HAP for costs of the staff person hired to implement the Special Needs Housing/Homeless Coordination scope of services. In no event shall GRESHAM's financial contribution exceed the amount listed herein.
 - B. The obligations of GRESHAM are expressly subject to GRESHAM receiving funds from HUD for this project, and in no event shall GRESHAM's financial contribution exceed the amount finally granted, released and approved by HUD for this project.

- C. GRESHAM 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.
- 4. The HAP agrees to facilitate the scope of services described herein as follows:
 - A. The HAP agrees to employ and provide necessary support for the staff person assigned to carry out the scope of services for the Special Needs Housing and Homeless Programs.
 - B. The HAP agrees to prepare necessary requests for payment to be submitted on a monthly basis to the COUNTY and GRESHAM for the Special Needs Housing and Homeless Programs. The requests shall not exceed one twelfth (1/12) of the amount committed by the COUNTY and GRESHAM to this agreement. The requests shall be accompanied with a narrative description of the activities conducted over the reporting period under the agreement.
 - 5. The parties to this agreement agree to review requests for payment submitted in regards to this agreement, within ten days and identify any outstanding payment issue.
 - 6. The parties to this agreement agree to execute payment on this agreement within 30 days of receipt of complete request.
 - 7. The parties to this agreement agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. Attachment D is a review of various General Contract Provisions applicable to the activities funded by this agreement.

INTRODUCTION: For the purpose of this agreement, the General Contract Provisions stated in this attachment shall be applied as follows:

For Fair Housing Coordination Services (see Attachment A), the Contractor shall be the COUNTY and the Funding Party shall be the City of Portland.

For the Homeless Planning and Advocacy Activity (see Attachment B), the Contractor shall be the COUNTY and the Funding Party shall be the City of Portland.

For Special Needs and Homeless Coordination (see Attachment C), the Contractor shall be the Housing Authority of Portland and the Funding Parties shall be the COUNTY and the City of Gresham.

GENERAL CONTRACT PROVISIONS

- A. TERMINATION FOR CAUSE. In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Funding Party(ies) City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Funding Party(ies), become the property of the Funding Party(ies) and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the Funding Party(ies) and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the Funding Party(ies) as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.

- C. ENFORCEMENT AND REMEDIES. In the event of termination under section A hereof by the Funding Party(ies) due to a breach by the Contractor, then the Funding Party(ies) may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the Funding Party(ies) the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the Funding Party(ies) under sections a and C hereof for a breach by the Contractor shall not be exclusive. The Funding Party(ies) and the Contractor also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the Funding Party(ies) shall provide the Contractor an opportunity for an administrative appeal.

- D. CHANGES. The Funding Party(ies) or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with the non-discrimination provisions of Title VI of the civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps

under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. SECTION 3: The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The Funding Party(ies), HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the Funding Party(ies) makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the Funding Party(ies). The Contractor shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The Funding Party(ies) or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The Funding Party(ies), either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to Funding Party(ies).
- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the Funding Party(ies) and the Funding Party(ies)'s officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The Contractor is self-insured as provided by Oregon law.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

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

(c) The Contractor agrees to accurately complete the Funding Party(ies) of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, Funding Party(ies) may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the Funding Party(ies). The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding Funding Party(ies) approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Funding Party(ies) shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the Funding Party(ies).

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

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

The Contractor and its subcontractors and employees are not employees of the Funding Party(ies) and are not eligible for any benefits through the Funding Party(ies), including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

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

No board of director member or employee of the Contractor, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No Funding Party(ies) Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

On CDBG-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610.

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

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

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the Funding Party(ies) through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the Funding Party(ies) as a result of federal action, the Funding Party(ies) reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.
- In the event that the Contractor provides goods or services to the Funding Party(ies) in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the Funding Party(ies)'s Equal Employment Opportunity certification process.
- U. MONITORING. The Funding Party(ies) shall monitor at least once each year that portion of the Contractor's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The Contractor assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. Funding Party(ies)-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the Funding Party(ies).
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to

any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- CC. CHURCH-STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- DD. Notwithstanding paragraph J above Contractor's indemnification obligation under this agreement shall be subject to the limitations of the Oregon Constitution and statutes.

Meeting Date JUL 16 1992

Agenda No: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Revenue Contract from City of Portland to Housing and Community Services Division for Weatherization/Sewer-on-Site Demonstration Program

Board Briefing: 7/14/92 Regular Meeting: 7/16/92
Date Date

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Cecile Pitts TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Cecile Pitts

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

Housing and Community Services Division recommends approval of the attached revenue agreement between the Division and the City of Portland, which allocates \$148,500 of City revenues to the County to pay for activities under the weatherization/sewer-on-site demonstration program. This program links financial assistance to lower income households in mid-county to offset costs of connection to the mid-county sewer project, to other assistance programs, such as weatherization. The County currently provides weatherization services for households in this income bracket.

SIGNATURES:

ELECTED OFFICIAL: _____

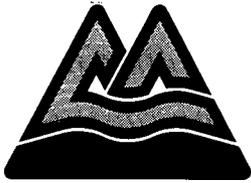
OR

DEPARTMENT MANAGER: Gary Nakao (cc)
(All accompanying documents must have required signatures)

pdxwx93a

*Sent Original IGA & Contracts to Cecile Pitts
7-17-92.*

BOARD OF
COUNTY COMMISSIONERS
1992 JUL -6 PM 2:44
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: June 29, 1992

SUBJECT: Revenue Contract from City of Portland for Weatherization Grant/
Sewer-on-Site Demonstration Program

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1992. Contract processing was delayed pending receipt of the contract from the City.

Recommendation: The Housing and Community Services Division/Community Development Program recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, for the period July 1, 1992 through June 30, 1993.

Analysis: The revenue contract between the City of Portland and Community Development Program provides \$148,500 for assistance to 50 low income families for connection to the Mid-County Sewer Project. The funds are provided to the County for implementation of the Weatherization/Sewer-on-Site Demonstration Program, which helps lower income homeowners finance the private plumbing costs associated with connection to a sanitary sewer system and links them to other assistance programs, i.e., weatherization services.

The County Housing and Community Services Division and City of Portland are cooperating in this project because the Division currently provides sewer assistance and weatherization services to mid-county residents and has the capacity to implement the demonstration program on behalf of lower income Portland residents.

Background: These revenues are being added to the Division FY 1993 budget through the Technical Amendment process.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102023

Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>Revenue</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA# <u>R-4</u> DATE <u>7/16/92</u></p> <p><i>Cecile A. Pitts</i></p> <p>BOARD CLERK</p>
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Department Social Services Division Hsq & Community Serv. Date June 29, 1992

Contract Originator Cecile Pitts Phone 248-5000 Bldg/Room 412/238

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

Description of Contract Multnomah County to provide implementation of a weatherization grant/sewer-on-site Loan Program (Demonstration).

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland/Bureau of Community Development

Mailing Address 808 SW 3rd Ave, Room 600
Portland, OR 97204

Phone (503) 796-5166

Employer ID # or SS # _____

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 148,500

Amount of Amendment \$ _____

Total Amount of Agreement \$ 148,500

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ Per Invoice Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 6-30-92

Date _____

Date 7/6/92

Date 7/16/92

Date _____

REQUIRED SIGNATURES:

Department Manager Dary Nakao (au)

Purchasing Director _____
(Class II Contracts Only)

County Counsel Matthew C. Ryan

County Chair/Sheriff Blayne McKey

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

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	5421			2021			Ptld SOS/Wx Admin	\$38,500.	
02.	156	010	5414			2021			Ptld SOS Loans	\$110,000.	
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INTERGOVERNMENTAL AGREEMENT

between the
CITY OF PORTLAND
and
MULTNOMAH COUNTY

This Agreement is entered into between the CITY OF PORTLAND, OREGON (CITY) and MULTNOMAH COUNTY (COUNTY) to provide implementation of the Weatherization Grant (Wx)/Sewer-On-Site (SOS) Demonstration Program for 50 units in the Mid-County Sewer Project area.

RECITALS:

1. There is a need to provide connection assistance to low income Portland residents connecting to the Mid-County Sewer Project.
2. Multnomah County's Housing and Community Services (HCS) Division provides Weatherization (Wx) Grants and Sewer Connection (SOS) assistance to eligible lower income households.
3. The CITY has allocated in the FY 92-93 HCD budget \$148,500 for assistance to 50 low income families for connection to the Mid-County Sewer Project.
4. Multnomah County's HCS Division has the capacity to implement the WX/SOS Demonstration Program on behalf of eligible lower income Portland residents.

AGREED:

I. Scope of Services

COUNTY will provide the following services described below, and referenced in budget Attachment B, relative to weatherization and sewer connection services.

- A. Carry out the weatherization grant/sewer connection assistance demonstration project for 50 low/moderate income Portland households. The Demonstration Program is described in the Policies and Procedures. Attached as Exhibit A.
- B. It is anticipated that of the 50 low/moderate income households whose houses will be connected to sewer, 22 will be eligible for, and take advantage of, the weatherization services available.
- C. Submit a quarterly report on the progress of the project to the Bureau of Community Development within 30 days of the end of each quarter.
- D. Prepare a final report evaluating the success of the project within 30 days of the contract termination date. The final report shall include racial, ethnic, gender and income data for the low/moderate income beneficiaries.

II. City Project Manager

- A. The CITY Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other CITY actions referred to herein.

III. Compensation and Method of Payment

- A. COUNTY will be compensated for the described services by the CITY through the Housing and Community Development fund as follows:
- B. Payments to the COUNTY for eligible expenses will be made periodically upon submission of a statement of expenditures. COUNTY will keep vendor receipts of materials and services and evidence of payment of personnel costs. It is agreed that total compensation under this agreement shall not exceed One Hundred, Forty-Eight Thousand, Five Hundred Dollars (\$148,500). This amount is broken out as \$110,000 for direct sewer connection loans and \$38,500 for implementation costs.

IV. General Contract Provisions

- A. TERMINATION FOR CAUSE. If, through any cause, the COUNTY shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the COUNTY shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the COUNTY of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the COUNTY under this Contract shall, at the option of the CITY, become the property of the CITY and the COUNTY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the CITY and COUNTY may terminate this Contract at any time by mutual written agreement. If the Contract is terminated by the CITY as provided herein, the COUNTY will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the COUNTY covered by this Contract less payments of compensation previously make.

C. REMEDIES. In the event of termination under Section A hereof by the CITY due to a breach by the COUNTY, then the CITY may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the COUNTY hereunder plus the remaining unpaid balance of the compensation provided herein, then the COUNTY shall pay to the CITY the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the CITY under Sections A and C hereof for a breach by the COUNTY shall not be exclusive. The CITY and the COUNTY also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the CITY shall provide the COUNTY an opportunity for an administrative appeal.

D. CHANGES. The CITY may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the COUNTY's compensation, shall be incorporated in written amendments to this Contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

E. NON-DISCRIMINATION. During the performance of this Contract, the COUNTY agrees as follows:

1. The COUNTY will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The COUNTY will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The COUNTY will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

F. SECTION 3: The COUNTY will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

G. ACCESS TO RECORDS. The CITY, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and

records of the COUNTY which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the COUNTY for three years after the CITY makes final payment and all other pending matters are closed.

H. MAINTENANCE OF RECORDS. The COUNTY shall maintain records on a current basis to support its billings to the CITY. The COUNTY shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The CITY or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the COUNTY regarding its billings or its work hereunder. The COUNTY shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Contract.

I. AUDIT OF PAYMENTS. The CITY, either directly or through a designated representative, may audit the records of the COUNTY at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the COUNTY were in excess of the amount to which the COUNTY was entitled, then the COUNTY shall repay the amount of the excess to the CITY.

J. INDEMNIFICATION. The COUNTY shall hold harmless, defend, and indemnify the CITY and the CITY'S officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the COUNTY'S work or any subcontractor'S work under this Contract.

Notwithstanding the paragraph above the COUNTY'S indemnification obligation under this agreement shall be subject to the limitations of the Oregon Constitution and statutes.

K. LIABILITY INSURANCE. The COUNTY is self-insured as provided by Oregon law.

L. WORKERS' COMPENSATION INSURANCE.

- (a) The COUNTY, its subcontractors, if any, and all employers working under this agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The COUNTY further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
- (b) In the event the COUNTY's workers' compensation insurance coverage is due to expire during the term of this Agreement, the COUNTY agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised statutes, before its expiration, and the COUNTY agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
- (c) The COUNTY agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the COUNTY shall constitute a

breach pursuant to this subsection, CITY may terminate this Agreement immediately and the notice requirement contained in subsection IVA, TERMINATION FOR CAUSE, hereof shall not apply.

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

N. INDEPENDENT CONTRACTOR STATUS. The COUNTY is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

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

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

No board of director member or employee of the COUNTY, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No CITY officer or employees who participated in the award of this Contract shall be employed by the COUNTY during the Contract.

On CDBG-funded projects, the COUNTY shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

P. CONTRACT ADMINISTRATION, 24 CFR 570.502(b). The contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610.

Q. OREGON LAW AND FORUM. This Contract shall be construed according to the law of the State of Oregon.

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

R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the Funding Party(ies) through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the

Funding Party(ies) as a result of federal action, the Funding Party(ies) reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the COUNTY shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the COUNTY provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.

T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the COUNTY shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the COUNTY shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the COUNTY provides goods or services to the Funding Party(ies) in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the Funding Party(ies)'s Equal Employment Opportunity certification process.

U. MONITORING. The Funding Party(ies) shall monitor at least once each year that portion of the COUNTY's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the COUNTY shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).

- W. MINIMIZING DISPLACEMENT. The COUNTY assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The COUNTY shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. Funding Party(ies)-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the Funding Party(ies).
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The COUNTY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

CC. CHURCH-STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

V. Period of Agreement

The terms of this agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the COUNTY has control over Federal funds, including program income. The Agreement shall terminate as of June 30, 1993.

Dated this _____ day of _____ 1992.

CITY OF PORTLAND

By _____

Gretchen Kafoury Date
Commissioner of Public Utilities

BY Norm Monroe 6/29/92

Norm Monroe, Division Director Date
Housing & Community Services

BY Gladys McCoy 7/16/92

Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:
JEFFREY L. ROGERS, Deputy City Atty
for City of Portland, Oregon

By _____

Date

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

BY Matthew O. Ryan 7/6/92

Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-7 DATE 7-16-92
Ann A. Parkman
BOARD CLERK

Ordinance Number: _____

* Contract with Multnomah County for \$148,500 for Weatherization Grant (Wx)/Sewer-On-Site (SOS) Demonstration Program, and to provide for payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. There is a need to provide connection assistance to low income Portland residents connecting to the Mid-County Sewer Project.
2. Multnomah County's Housing and Community Services (HCS) Division provides Weatherization (Wx) Grants and Sewer Connection (SOS) assistance to eligible lower income households.
3. In FY 92/93 the City allocated \$148,500 for assistance to low income families for connection to the Mid-County Sewer Project.
4. Multnomah County's HCS Division has the capacity to implement the WX/SOS Demonstration Program on behalf of eligible lower income Portland residents.

NOW, THEREFORE, The council directs:

- a. The Commissioner of Public Utilities is hereby authorized to enter into an agreement with Multnomah County to provide \$148,500 in direct loan assistance and implementation reimbursement in a form substantially in accordance with the agreement attached as "Exhibit A."
- b. The Commissioner of Utilities and Auditor are hereby authorized to pay for said contract from the General fund.

Section 2.

So that there will be no delay in providing services, the Council declares that an emergency exists and this Ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council,

**DRAFT CITY/COUNTY
WEATHERIZATION GRANT/SOS PROGRAM
POLICIES AND PROCEDURES**

ATTACHMENT A

PROGRAM SUMMARY

PURPOSE: To assist lower income homeowners finance the private plumbing costs associated with connection to a sanitary sewer system; and where possible, to link this assistance with other programs, ie. weatherization grants.

Sewer-On-Site loans (SOS)- This is a financing program offering interest-free, deferred payment loans to lower income households required to connect to the Mid-County Sewer Project.

THRESHOLD REQUIREMENTS

The following is the list of minimum requirements applied to all activities in the Multnomah County Sewer Connection Loan Program.

1. Funds are available.
2. Property taxes and mortgage payments are current, and total encumbrances on property allows sufficient equity to secure loan.
3. Repairs meet eligibility requirements.
4. Property is in Portland/ Mid County service area including incorporated and unincorporated neighborhoods.
5. Owner is willing to meet program requirements.
6. Environmental clearance is obtained.
7. A mobile home is not eligible for loan funds (except as otherwise eligible in accordance with applicable HUD regulations).

APPLICANT ELIGIBILITY REQUIREMENTS

1. An applicant must occupy the dwelling as a principal residence and must have either a fee simple title or a purchaser's interest in a land sales contract in the property.

2. Loans will be made only to homeowners who lack sufficient resources to make sewer connections without financial assistance. Applicants who qualify may receive a deferred payment/no interest loan. Eligibility is determined according to the following income guidelines:

Deferred Payment Loans - Households with gross annual income of not more than 80% of the annual median income of the Portland SMSA, based on family size, as certified annually by the U.S. Department of Housing and Urban Development are eligible for zero interest deferred payment loans. These loans become due and payable when the property is sold or title is transferred or when the house is no longer owner occupied.

3. If an applicant's current assets plus fixed assets (excluding one vehicle, the subject property, its furnishings and fixtures and tax exempt savings such as IRAs) total in excess of \$20,000, that applicant is determined to have substantial resources and does not qualify for a rehabilitation loan.

SECURITY REQUIRED

Promissory note secured by "municipal home repair lien," deed of trust or other similar lien instrument with the City of Portland or Multnomah County as Beneficiary.

GENERAL PROCESSING TIMELINES

The processing goal of the county for the SOS program is twofold; 1) to provide best possible service to all applicants for the program; and 2) to render connection assistance in compliance with the timeframe of the City of Portland and the Mid-County Sewer Project.

The general processing timelines for the program are derived from county experience over the past four years. Timing of weatherization grant assistance is expected to be generally consistent.

Time required for screening, underwriting, and all pre-construction activity is typically under 35 days.

Time required for construction and file closeout is consistently between 20 and 30 days.

LOAN PROCESSING PROCEDURES STATEMENT

I Application Intake

1. BES distributes information re: Wx/SOS with notices and reminder letters to owner/occupants scheduled to connect to sewer.
2. Housing Rehabilitation Assistant (HRA) does a preliminary screening of applicant (applicant's phone in) to see if he/she meets guidelines on income and property location.
3. If program guidelines are met, information and application forms are sent to applicant.

II Application Review & Approval

1. Upon receipt of loan application, HRA looks it over to see if it was filled out completely and correctly. If the application is incomplete, the applicant is contacted for needed information.
2. HRA enters the applicant's information in the "Application Roster." An intake number is assigned to each application received. HRA determines implementing agency (Mult. Co. or PDC).
3. HRA assembles a file for each application received (each applicant/household). This initial file will contain: application, property tax records, SOS program work sheet and checklist pages, and the applicant Contact Report sheet (pink).
4. HRA evaluates applicant regarding eligibility for weatherization grant or other assistance. If eligible, grant process is initiated or other referral is made as appropriate.
5. After all the required verifications and documentation are assembled a general criteria screening is performed:
 - a. Is income within guidelines?
 - b. Does applicant have title to the property?
 - c. Is equity in the home sufficient?
 - d. Are the property taxes current?
 - e. Are the mortgage payments up-to-date?
 - f. Is applicant within the asset limitation? (Below \$20,000)
 - g. Is his/her credit history acceptable?
 - h. Does applicant have a steady source of income?
 - i. Is applicant eligible for weatherization assistance?

If necessary HRA requests any additional information which would clarify or explain any questions arising from the above screening listing.

6. Following the screening/evaluation, HRA sends applicant a list of SOS contractors along with the general specifications and requirements for the work to be done. Applicant is instructed to obtain at least three bids from qualified, licensed contractors. The bids must conform to all applicable state and local codes and ordinances.

7. The county recognizes that some homeowners will likely need more assistance throughout the process than others, and will provide specialized attention based on the needs of individual clients.
8. The low, responsible bid will constitute the SOS loan amount.
9. Now HRA is ready to submit the application and file to the Program Manager and Assistant Manager (Loan Committee).

III Loan Closing and Construction

1. Once the loan applications are approved they are returned to the HRA. An approval letter is sent to the applicant, and loan documents and contract are prepared.
2. Housing and Community Services Division staff assist homeowner(s) execute SOS loan documents and contract. Weatherization audit is conducted if appropriate. Weatherization grant work will proceed independently.
3. Once all SOS loan/contract documents are signed, relevant notices are provided to the borrower, and the rescission period has expired, a Notice to Proceed is issued to the contractor.
4. Payment to the contractor for SOS work will be made from loan funds upon receipt of a Certificate of Completion (signed by both the homeowner and contractor) and approved permit/inspection form from the appropriate City building official.
5. Payment to contractor for weatherization work will be made from grant funds upon receipt of Certificate of Completion (signed by the homeowner and county field staff).

IV Program Coordination

1. Multnomah County will oversee environmental review and all other applicable federal, state and local requirements of program implementation.
2. Multnomah County will manage all employees associated with the day-to-day operation of this demonstration project, and will notify BES of any material changes or emergent issues in a timely manner.
3. Multnomah County will be paid on a monthly basis for projects completed. A request for payment will be submitted by the county monthly, outlining current activity and including year-to-date summaries. Detail and backup documentation will be contained in individual case files.
4. The City and the County may initiate discussions to amend the Wx/SOS policies and procedures as needed. Efforts will be made to coordinate such amendments between incorporated and unincorporated neighborhoods in order to provide uniform assistance throughout the Mid-County area.

PROGRAM NAME: Sewer On-Site (S.O.S.)

PURPOSE: To provide very low income homeowners deferred payment loan funds to pay for cost of on-site improvements required to connect to the Mid-County or Gresham Sewer Project.

APPLICANT ELIGIBILITY REQUIREMENTS:

Applicant meets Threshold requirements listed previously.

Household income less than or equal to 80% of median.

Household assets (excluding house, one auto and tax exempt savings) less than \$20,000.

Repairs required to connect to the Mid-County Sewer Project.

Property is in entitlement area.

Owner occupied. Ownership is in good order.

NOTE: Sewer assessments and the connection fees are not eligible costs.

BASIC TERMS AND CONDITIONS

Average project cost = \$2,200

Amortization terms: 0% Interest

Loan due on transfer of ownership.

Loan may be assumed by eligible applicant.

COMMENTS:

WEATHERIZATION GRANT/SOS LOAN

DEMONSTRATION PROJECT BUDGET

JULY 1992 through JUNE 1993

Loans to Homeowners \$110,000.00

Project Implementation (approximate allocations):

Base Salaries \$23,400.00

Fringe (direct) 6,345.00

Insurance 4,765.00

Indirect Costs 2,610.00

Other (truck, supplies) 1,380.00

38,500.00

TOTAL

\$148,500.00



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
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

May 29, 1992

Howard Cutler
City of Portland
Bureau of Community Development

Dear Howard:

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

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

Sincerely,

Jean M. Miley
Risk Manager

362R/JMM/js

c: Cilla Murray

Meeting Date: JUL 16 1992

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal 7/16/92
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Hank Miggins

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

RESOLUTION in the Matter of Multnomah County Endorsement of Metropolitan Service District Resolution No. 92-1650

1992 JUL 8 PM 4:20
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gregory McCarty*
OR

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Sent Copy of Resolution 92-127 to Hank Miggins.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County)	
Endorsement of Metropolitan Service)	RESOLUTION
District Resolution No. 92-1650)	92-127

WHEREAS, Multnomah County in its budget and planning processes has taken steps to provide local government services more efficiently and effectively; and

WHEREAS, Multnomah County has initiated steps to streamline interjurisdictional cooperation and coordination for the provision of more responsive, cost efficient and improved local government services; and

WHEREAS, Multnomah County continues to be supportive of efforts to regionalize services which are currently provided by the metropolitan area counties and cities; and

WHEREAS, Multnomah County endorses steps toward regional solutions to local government operation which advance the long-term goal of insuring adequate levels of service and funding for schools, human services, corrections, libraries and other essential government services;

NOW, THEREFORE, IT IS RESOLVED that Multnomah County endorses Metropolitan Service District Resolution 92-1650 calling for a November, 1992 advisory vote allowing

metropolitan area voters an opportunity to express their views on the issues of local government restructuring and long-term regional services to citizens.

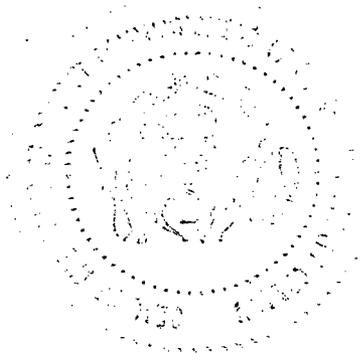
APPROVED this 16th day of July,
1992.

MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

BY LAURENCE KRESSEL



BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF SUBMITTING TO)	RESOLUTION NO. 92-1650
THE VOTERS THE QUESTION OF)	
WHETHER LEGISLATION SHOULD BE)	Introduced by Rena Cusma,
ADOPTED TO AUTHORIZE THE VOTERS)	Executive Officer, and
TO ABOLISH MULTNOMAH, WASHING-)	Councilor Tanya Collier
TON AND CLACKAMAS COUNTIES, THE)	
METROPOLITAN SERVICE DISTRICT,)	
AND TRI-MET, AND CREATE A SINGLE)	
CONSOLIDATED GOVERNMENT)	

WHEREAS, In November of 1990 the voters of the state of Oregon, including a majority vote in the counties of Multnomah, Washington, and Clackamas, passed Ballot Measure 5 limiting property taxes; and

WHEREAS, Throughout 1991 and 1992, the Oregonian, Business Journal, and Gresham Outlook have all editorialized about the need for government consolidation; and

WHEREAS, Locally-elected commissioners from Washington and Multnomah counties and the City of Portland have written and spoken about government consolidation; and

WHEREAS, The voters of the region have expressed their discontent with the cost of government through passage of Ballot Measure 5; and

WHEREAS, Politicians, academics, and civic leaders have expressed their opinion on government organization innumerable times; and

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WHEREAS, There has been no opportunity to hear directly from the voters of the region on their preference for metropolitan government form; and

WHEREAS, Abolishing Metro, Tri-Met, Multnomah, Washington, and Clackamas counties and their replacement by a single government entity will provide for at least a 10 percent reduction in total expenditures; and

WHEREAS, Abolishing Metro, Tri-Met, Multnomah, Washington, and Clackamas counties and their replacement by a single government entity would provide one elected government comprised of no more than nine full-time elected councilors and a separately-elected full-time executive to replace the existing four elected bodies and one appointed governing body consisting of 29 elected and seven appointed officials and, thus, make the new government both more accessible and more accountable to the persons it serves; and

WHEREAS, An advisory vote on abolishing existing governments and creating a consolidated entity would give metropolitan voters the opportunity to express their views on the issues; and

WHEREAS, Pending a vote on this matter, the Council and Executive Officer should jointly prepare implementing legislation for inclusion in the District's recommended legislative agenda for the 1993 General Session of the Oregon Legislature; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District hereby submits to the qualified voters of the District the question set forth in the attached Exhibit A.
2. That the measure shall be placed on the ballot for the General election held on the 3rd day of November, 1992.

3. That the District shall cause this Resolution and the Ballot Title attached as Exhibit A to be submitted to the Elections Officer and the Secretary of State in a timely manner as required by law.
4. That the Executive Officer, working with the Council Governmental Affairs Committee, shall immediately commence preparation of implementing legislation for review and approval of the full Council to be transmitted to the 1993 General Session of the Oregon Legislature.

ADOPTED by the Council of the Metropolitan Service District this _____
day of _____, 1992.

Jim Gardner, Presiding Officer

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1093

Exhibit A

Caption: "Should Metro, Tri-Met, and Multnomah, Washington, Clackamas Counties be Abolished"

Question: "Should Voters be Authorized to Abolish Metro, Tri-Met, Multnomah, Washington, Clackamas Counties, and Create New County with 10 Percent Less Expenditures?"

Summary Statement: "Directs elected officials of region to obtain legislation to directly authorize voters to abolish Metro, Tri-Met, Multnomah, Washington, Clackamas Counties and create single county government. Vote to be held before January 1, 1994. Total expenditures for new body must be 10 percent less than existing in first fiscal year. County to have broad governmental powers with no more than nine legislators elected from districts and a separately-elected executive. All governments to continue to exist until new full-time officers elected. Courts may remain separate."