

**ANNOTATED MINUTES**

Tuesday, July 28, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602

**PLANNING ITEMS**

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

The Following Decisions of the Planning and Zoning Hearings Officer are Reported to the Board for Review and Affirmation:

P-1 PD 1-92 June 15, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, a Change in Zone Designation from LR-5, Low Density Residential District, to LR-5, P-D, Planned Development, to Allow Development of a 10 Unit Manufactured Home Park on a 1.5 Acre Site, for Property Located at 12846 SE RAMONA STREET

DECISION READ. IN RESPONSE TO A QUESTION OF CHAIR McCOY, PLANNING DIRECTOR SCOTT PEMBLE ADVISED THAT NO APPEAL WAS FILED ON THIS APPLICATION AND THE DECISION STANDS AS REPORTED UNLESS THE BOARD CHOOSES TO TAKE IT UP ON ITS OWN MOTION. DECISION STANDS.

P-2 SEC 6-91a  
HDP 4-91a June 16, 1992 Decision DENYING Applicant's Request to Amend SEC 6-91a and HDP 4-91a, to Permit Construction of a Culvert Over Balch Creek, Which Has Already Been Installed, for Property Located at 6125 NW THOMPSON ROAD

DECISION READ. MR. PEMBLE ADVISED A NOTICE OF REVIEW APPEAL WAS FILED BY APPLICANT, WITH THE REQUEST THAT AN ON THE RECORD HEARING BE SET FOR SEPTEMBER 22, AT WHICH TIME HIS COUNSEL WILL BE AVAILABLE AND THERE WILL BE A FULL BOARD. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT A PUBLIC HEARING, ON THE RECORD, WITH TESTIMONY LIMITED TO 10 MINUTES PER SIDE, BE SCHEDULED FOR 9:30 AM, TUESDAY, SEPTEMBER 22, 1992.

P-3 CS 9-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, a Change in Zone Designation from CFU to CFU, C-S, Community Service Designation, to Allow Installation of a Cellular Telephone Communications Monopole, with Associated Antennas, and to Erect an Electronics Equipment Building on Property Located at SE TROUT CREEK ROAD (9+ MILES EAST OF EAST END)

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-4 CS 10-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, Requested Community Service Change in Zone Designation, from LR-5 to LR-5, C-S, to Allow Expanded Facilities for the Eastside Free Methodist Church, for Property Located at 650 SE 139TH AVENUE

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-5 CU 9-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, Conditional Use Request for a Non-Resource Related Single Family Dwelling on a Lot of Record in the MUF-19, Multiple Use Forest Zoning District, for Property Located at 41223 SE GORDON CREEK ROAD, CORBETT

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-6 CU 11-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, Development of a Non-Resource Related Single Family Dwelling on 7.80 Acre Lot of Record in the MUF-19, Multiple Use Forest Zoning District, for Property Located at 43640 E LARCH MOUNTAIN ROAD

DECISION READ. MR. PEMBLE ADVISED A NOTICE OF REVIEW APPEAL WAS FILED AND RECOMMENDED THAT A HEARING BE HELD ON THE RECORD PLUS ADDITIONAL TESTIMONY LIMITED TO THE PHYSICAL CONSTRAINTS OF THE SITE RELATIVE TO THE PLACEMENT OF THE SINGLE FAMILY DWELLING, WITH TESTIMONY LIMITED TO 10 MINUTES PER SIDE, THAT THE HEARING BE SCHEDULED FOR AUGUST 25, THAT ALL PARTIES WHO HAVE STANDING BE ALLOWED TO SUBMIT ADDITIONAL NEW EVIDENCE LIMITED TO THE PHYSICAL CONSTRAINTS OF THE SITE, IN WRITING, UP TO AND INCLUDING 4:30 PM FRIDAY, AUGUST 7, AND THAT ALL PARTIES WHO HAVE SUBMITTED EVIDENCE BE ALLOWED TO ARGUE THAT WRITTEN EVIDENCE IN WRITING UP TO 4:30 PM FRIDAY, AUGUST 14. MR. PEMBLE ADVISED THAT STAFF RECOMMENDS THIS STRATEGY IN ORDER FOR ALL PARTIES TO HAVE TIME TO REVIEW AND REBUT THE SUBMITTED EVIDENCE. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT A PUBLIC HEARING, ON THE RECORD, WITH ADDITIONAL EVIDENCE LIMITED TO THE PHYSICAL CONSTRAINTS OF THE SITE RELATIVE TO THE PLACEMENT OF THE SINGLE FAMILY DWELLING, AND TESTIMONY LIMITED TO 10 MINUTES PER SIDE, BE SCHEDULED FOR 9:30 AM, TUESDAY, AUGUST 25, 1992; AND THAT ALL PARTIES WHO HAVE STANDING BE ALLOWED TO SUBMIT ADDITIONAL NEW EVIDENCE LIMITED TO THE PHYSICAL CONSTRAINTS OF THE SITE, IN WRITING, UP TO AND INCLUDING 4:30 PM FRIDAY, AUGUST 7, 1992 AND THAT ALL PARTIES WHO HAVE SUBMITTED EVIDENCE BE ALLOWED TO ARGUE THAT WRITTEN EVIDENCE IN WRITING UP TO 4:30 PM FRIDAY, AUGUST 14, 1992.

P-7 CU 12-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, Conditional Use Request to Add the Auction Sale of Farm Machinery (a "Limited Rural Commercial Use") to the Farm Animals and Productions Auction Facility Previously Approved as a "Use Under Prescribed Conditions" on May 15, 1992, for Property Located at 17622 NW ST HELENS ROAD

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-8 ZC 3-92 July 6, 1992 Decision APPROVING the Requested Zoning Map Correction Adjusting the District Boundary Northward 40 Feet to Match the Original Platted Lot Line Between Lots 31 and 32, Section Line Road Fruit Tract, for Property Located at 31132 SE DIVISION DRIVE

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-9 CU 8-92 HEARING, ON THE RECORD, 10 MINUTES PER SIDE, in the Matter of a Appeal of a June 1, 1992 Planning and Zoning Hearings Officer Decision to DENY a Conditional Use Request for a 9,000 Square Foot Warehouse and Office Structure, for Property Located at 28885 SE DODGE PARK BOULEVARD

MR. PEMBLE ADVISED THAT DUE TO INADEQUATE NOTICE PURSUANT TO STATUTE, STAFF RECOMMENDS THAT THE HEARING BE RESCHEDULED FOR AUGUST 11. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT THE PUBLIC HEARING OF CU 8-92, ON THE RECORD, WITH TESTIMONY LIMITED TO 10 MINUTES PER SIDE, BE RESCHEDULED FOR 9:30 AM, TUESDAY, AUGUST 11, 1992.

There being no further business, the planning items portion of the meeting was adjourned at 10:00 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Carrie A. Patterson

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Tuesday, July 28, 1992 - 10:00 AM  
Multnomah County Courthouse, Room 602

BOARD BRIEFING

B-1 On-Line Purchasing System Project. Presented by Merlin Reynolds, Jim Mathe and Mindy Harris.

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Tuesday, July 28, 1992 - 10:30 AM  
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-2 Review of Agenda for Regular Meeting of July 30, 1992.

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Thursday, July 30, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602

REGULAR MEETING

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

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5) WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

C-1 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract No. 800832 Between Multnomah County Sheriff's Office and USDA Forest Service, Mt. Hood National Forest, Columbia River Gorge National Scenic Area, Providing Increased Services and Reimbursement for the Period May 21, 1992 and September 7, 1992

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 Ratification of Intergovernmental Agreement Contract No. 300153 Between Multnomah County and Oregon State University Extension Service, Multnomah County 4-H Division, Providing Services to Coordinate and Organize All 4-H Activities Related to the 1992 Multnomah County Fair, for the Period Upon Execution to August 1, 1992

DEPARTMENT OF SOCIAL SERVICES

C-3 Ratification of Intergovernmental Agreement Contract No. 102743 Between the City of Portland and Multnomah County, Providing Funding for Administering the Area Agency on Aging and Portland/Multnomah Commission on Aging and Long Term Care Ombudsman, for the Period July 1, 1992 to June 30, 1993

C-4 Ratification of Intergovernmental Agreement Contract No. 102683 Between the City of Portland and Multnomah County, Providing Pass-Through Revenues for Relocation Services Through Community Action's Seven Community Service Centers, for the Period July 1, 1992 to June 30, 1993

NON-DEPARTMENTAL

- C-5 Ratification of Intergovernmental Agreement Contract No. 500103 Between Oregon Emergency Management Division and Multnomah County, Providing Federal Emergency Management Agency Assistance Funds for Implementation and Maintenance of the County's Emergency Management Program, for the Period July 1, 1992 to June 30, 1993

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 PROCLAMATION in the Matter of Recognizing Dr. Philip Harder, Ecumenical Minister for Portland State University, for his Role as a Model Peacemaker and Honoring him with the 1992 Thousand Cranes Peace Award

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, PROCLAMATION 92-133 WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-2 RESOLUTION in the Matter of a Housing Allowance for Chaplains Serving the County Jails

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-134 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 Ratification of Intergovernmental Agreement Contract No. 300283 Between Oregon Department of Transportation, Multnomah County and the City of Troutdale, Providing that County Accept Jurisdiction and Control of Crown Point Highway from 244th Avenue to the West End of the Sandy River Bridge, Establish it as a County Road and Road with Participation of the Department of Transportation

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-3 WAS UNANIMOUSLY APPROVED.

- R-4 Ratification of Intergovernmental Agreement Contract No. 300293 Between the City of Troutdale and Multnomah County, Providing Cooperative Services for Improvement of the Kendall-Kibling Section of Crown Point Highway

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-4 WAS UNANIMOUSLY APPROVED.

- R-5 Second Reading and Possible Adoption of an ORDINANCE Relating to Animal Control, Creating a Notice of Infraction Procedure, Expanded Hearing and Appeal Process, and

**Penalties for Violations of Animal Control Regulations and Amending Chapter 8.10 of the Multnomah County Code**

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED, SECONDED BY COMMISSIONER KELLEY, APPROVAL OF THE SECOND READING. OPPOSITION TESTIMONY FROM BERNARD JOLLES, JOAN DAHLBERG, ROGER TROEN, LAURA BROWN, NORMAN ROLEY AND MICHAEL TWAIN. BOARD DISCUSSION. VOTE ON MOTION TO APPROVE FAILED WITH COMMISSIONERS HANSEN AND KELLEY VOTING AYE AND COMMISSIONER McCOY VOTING NO. STAFF DIRECTION GIVEN. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT THE SECOND READING BE CONTINUED TO THURSDAY, AUGUST 27, 1992.**

- R-6 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.10 [Uniform Mechanical Permit Fees]

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. BOARD DISCUSSION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT THE FIRST READING BE CONTINUED TO THURSDAY, AUGUST 6, 1992.**

- R-7 First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.30 [Uniform Plumbing Permit Fees]

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. BOARD DISCUSSION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT THE FIRST READING BE CONTINUED TO THURSDAY, AUGUST 6, 1992.**

**DEPARTMENT OF SOCIAL SERVICES**

- R-8 Ratification of Intergovernmental Agreement Contract No. 102733 Between Multnomah County and the Oregon Community Children and Youth Services Commission, Providing Funds for a Crew Leader to Supervise Youth Participating in the Community Pride Summer Employment Program, for the Period July 1, 1992 to September 30, 1992

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

- R-9 Budget Modification DSS #1 Authorizing Addition of \$3,800 State Community Children and Youth Services Commission Funds to the Housing and Community Services Division Budget, to Pay for a Summer Youth Employment Crew Leader

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

R-10 Ratification of Intergovernmental Agreement Contract No. 102763 Between Multnomah County and the State of Oregon, Economic Development Department, Allowing Receipt of \$100,000 in Oregon Lottery Funds to Support Participating Agencies of the Youth Employment and Empowerment Demonstration Project, for the Period August 1, 1992 to July 31, 1993

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

There being no further business, the meeting was adjourned at 10:50 a.m.

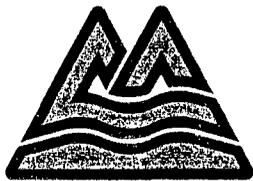
OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By Carrie A. Parkerson

BOARD OF COUNTY COMMISSIONERS  
 FORMAL BOARD MEETING  
 RESULTS

MEETING DATE: 7-30-92

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> </u>	<u> </u>	<u> </u>
<u>C-4</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-5</u>	<u> </u>	<u> </u>	<u> </u>
<u>R-1</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-2</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-3</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>* Cont. 2nd Rd. 8-27-92</u>			
<u>R-5</u>	<u>GH</u>	<u>SK</u>	<u>Pushed Enj no</u>
<u>R-6</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-7</u>	<u> </u>	<u> </u>	<u> </u>
<u>R-8</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-9</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-10</u>	<u>GH</u>	<u>SK</u>	<u>App</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 27 - 31, 1992

- Tuesday, July 28, 1992 - 9:30 AM - Planning Items. . . . . Page 2
- Tuesday, July 28, 1992 - 10:00 AM - Board Briefing . . . . . Page 3
- Tuesday, July 28, 1992 - 10:30 AM - Agenda Review. . . . . Page 3
- Thursday, July 30, 1992 - 9:30 AM - Regular Meeting. . . . . Page 3

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.

Tuesday, July 28, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

The Following Decisions of the Planning and Zoning Hearings Officer are Reported to the Board for Review and Affirmation:

- P-1 PD 1-92 June 15, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, a Change in Zone Designation from LR-5, Low Density Residential District, to LR-5, P-D, Planned Development, to Allow Development of a 10 Unit Manufactured Home Park on a 1.5 Acre Site, for Property Located at 12846 SE RAMONA STREET
- P-2 SEC 6-91a  
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- P-3 CS 9-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, a Change in Zone Designation from CFU to CFU, C-S, Community Service Designation, to Allow Installation of a Cellular Telephone Communications Monopole, with Associated Antennas, and to Erect an Electronics Equipment Building on Property Located at SE TROUT CREEK ROAD (9+ MILES EAST OF EAST END)
- P-4 CS 10-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, Requested Community Service Change in Zone Designation, from LR-5 to LR-5, C-S, to Allow Expanded Facilities for the Eastside Free Methodist Church, for Property Located at 650 SE 139TH AVENUE
- P-5 CU 9-92 July 6, 1992 Decision APPROVING, SUBJECT TO CONDITIONS, Conditional Use Request for a Non-Resource Related Single Family Dwelling on a Lot of Record in the MUF-19, Multiple Use Forest Zoning District, for Property Located at 41223 SE GORDON CREEK ROAD, CORBETT
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ward 40 Feet to Match the Original Platted Lot Line Between Lots 31 and 32, Section Line Road Fruit Tract, for Property Located at 31132 SE DIVISION DRIVE

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- P-9 CU 8-92 HEARING, ON THE RECORD, 10 MINUTES PER SIDE, in the Matter of a Appeal of a June 1, 1992 Planning and Zoning Hearings Officer Decision to DENY a Conditional Use Request for a 9,000 Square Foot Warehouse and Office Structure, for Property Located at 28885 SE DODGE PARK BOULEVARD
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Tuesday, July 28, 1992 - 10:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 On-Line Purchasing System Project. Presented by Merlin Reynolds, Jim Mathe and Mindy Harris. 20 MINUTES REQUESTED.
- 

Tuesday, July 28, 1992 - 10:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of July 30, 1992.
- 

Thursday, July 30, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- Ad*  
C-1 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract No. 800832 Between Multnomah County Sheriff's Office and USDA Forest Service, Mt. Hood National Forest, Columbia River Gorge National Scenic Area, Providing Increased Services and Reimbursement for the Period May 21, 1992 and September 7, 1992

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 Ratification of Intergovernmental Agreement Contract No. 300153 Between Multnomah County and Oregon State University Extension Service, Multnomah County 4-H Division, Providing

Services to Coordinate and Organize All 4-H Activities Related to the 1992 Multnomah County Fair, for the Period Upon Execution to August 1, 1992

DEPARTMENT OF SOCIAL SERVICES

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NON-DEPARTMENTAL

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REGULAR AGENDA

NON-DEPARTMENTAL

R-1 PROCLAMATION in the Matter of Recognizing Dr. Philip Harder, Ecumenical Minister for Portland State University, for his Role as a Model Peacemaker and Honoring him with the 1992 Thousand Cranes Peace Award (9:30 TIME CERTAIN REQUESTED)

92-133

JUSTICE SERVICES

SHERIFF'S OFFICE

R-2 RESOLUTION in the Matter of a Housing Allowance for Chaplains Serving the County Jails

92-134

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 Ratification of Intergovernmental Agreement Contract No. 300283 Between Oregon Department of Transportation, Multnomah County and the City of Troutdale, Providing that County Accept Jurisdiction and Control of Crown Point Highway from 244th Avenue to the West End of the Sandy River Bridge, Establish it as a County Road and Road with Participation of the Department of Transportation

R-4 Ratification of Intergovernmental Agreement Contract No. 300293 Between the City of Troutdale and Multnomah County, Providing Cooperative Services for Improvement of the Kendall-Kibling Section of Crown Point Highway

*Continued  
to 8-27-92* R-5  
Second Reading and Possible Adoption of an ORDINANCE Relating to Animal Control, Creating a Notice of Infraction Procedure, Expanded Hearing and Appeal Process, and Penalties for Violations of Animal Control Regulations and Amending Chapter 8.10 of the Multnomah County Code

*Cont.  
1 wk. to  
8-6-92* R-6  
First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.10 [Uniform Mechanical Permit Fees]

R-7  
First Reading of an ORDINANCE Amending Multnomah County Code Chapter 9.30 [Uniform Plumbing Permit Fees]

DEPARTMENT OF SOCIAL SERVICES

*ADD* R-8  
Ratification of Intergovernmental Agreement Contract No. 102733 Between Multnomah County and the Oregon Community Children and Youth Services Commission, Providing Funds for a Crew Leader to Supervise Youth Participating in the Community Pride Summer Employment Program, for the Period July 1, 1992 to September 30, 1992

*ADD* R-9  
Budget Modification DSS #1 Authorizing Addition of \$3,800 State Community Children and Youth Services Commission Funds to the Housing and Community Services Division Budget, to Pay for a Summer Youth Employment Crew Leader

*ADD* R-10  
Ratification of Intergovernmental Agreement Contract No. 102763 Between Multnomah County and the State of Oregon, Economic Development Department, Allowing Receipt of \$100,000 in Oregon Lottery Funds to Support Participating Agencies of the Youth Employment and Empowerment Demonstration Project, for the Period August 1, 1992 to July 31, 1993

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.

RICK BAUMAN  
Multnomah County Commissioner  
District 3



606 County Courthouse  
Portland, Oregon 97204  
(503) 248-5217

June 17, 1992

TO: Clerk of the Board  
FR: Commissioner Rick Bauman  
RE: Scheduled Board Absences

I will be out of town on the following dates this summer:

July 27 through August 7; and  
August 24 through September 11

and will therefore miss board meetings on July 28 and 30, August 25  
and 27 and September 1, 3, 8 and 10.

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUN 23 AM 11:58  
MULTNOMAH COUNTY  
OREGON



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800832

MULTNOMAH COUNTY OREGON

Amendment # 1

<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"/> PCR B 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  <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>          AGENDA # <u>C-1</u> DATE <u>7/30/92</u>  <i>Cassie A. ...</i>  <b>BOARD CLERK</b></p>
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Department Sheriff's Office Division Law Enforcement Date May 27, 1992  
 Contract Originator Lt. Bud Johnson Phone 251-2425 Bldg/Room \_\_\_\_\_  
 Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/225  
 Description of Contract Enforce Federal/State laws and regulations in the National Forest.

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

Contractor Name U.S. Dept. of Agriculture  
Forest Service  
 Mailing Address 2955 NW Division  
Gresham, OR 97030  
 Phone Attn: Mick Powers  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date May 21, 1992  
 Termination Date September 7 1992  
 Original Contract Amount \$ 33,598.100  
 Amount of Amendment \$ 11,000.00  
 Total Amount of Agreement \$ 44,598.10

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 [Signature]  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff \_\_\_\_\_  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II contracts only)

Encumber: Yes  No   
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date 5-13-92  
 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.	<del>100</del>	025	3311			2003					
02.											
03.											

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

## INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

CONTRACT # 800832-1

Meeting Date: JUL 30 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

**ORIGINAL**

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA Amendment with US Dept. of Agriculture - Forest Service  
AGENDA REVIEW/ BOARD BRIEFING \_\_\_\_\_ (date) REGULAR MEETING July 30, 1992 \_\_\_\_\_ (date)

DEPARTMENT Sheriff's Office DIVISION Law Enforcement

CONTACT Larry Aab TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 min.

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of IGA Amendment between US Forest Service and Sheriff's Office to increase revenue.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 14 AM 9:18

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper Jr  
Sheriff

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Sent Original IGA + Contact to Larry Aab 8-7-92.*



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800832

Amendment # 1

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000  <p align="center" style="font-size: 2em; opacity: 0.5;">ORIGINAL</p>	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-1</u> DATE <u>7/30/92</u>  <i>Cassie A. Parkinson</i>          BOARD CLERK</p>
---	--	--

Department Sheriff's Office Division Law Enforcement Date May 27, 1992

Contract Originator Lt. Bud Johnson Phone 251-2425 Bldg/Room \_\_\_\_\_

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/225

Description of Contract Enforce Federal/State laws and regulations in the National Forest.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name U.S. Dept. of Agriculture  
Forest Service  
 Mailing Address 2955 NW Division  
Gresham, OR 97030

Phone Attn: Mike Powers

Employer ID # or SS # \_\_\_\_\_

Effective Date May 21, 1992

Termination Date September 7 1992

Original Contract Amount \$ 33,598.10

Amount of Amendment \$ 11,000.00

Total Amount of Agreement \$ 44,598.10

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 [Signature]  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff \_\_\_\_\_  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II contracts only)

Encumber: Yes  No   
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3311			2003						
02.												
03.												

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

800832-1

AMENDMENT  
TO  
1992  
COOPERATIVE LAW ENFORCEMENT  
AGREEMENT OPERATING PLAN

BETWEEN

ORIGINAL

MULTNOMAH COUNTY SHERIFF'S OFFICE

AND

USDA FOREST SERVICE  
MT. HOOD NATIONAL FOREST  
COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

Effective May 15, 1992, the Operating Plan for 1992, between these agencies is amended as follows:

- (1) The hours of duty for period May 21 through May 25 will be increased to 24 hour coverage.
- (2) The total reimbursement under the financial plan is increased by \$11,000.00 for a total of \$44,598.10.
- (3) The Cooperator may, with the consent of the Contracting Officer's Representative, change the schedule of the cooperating Deputy from four ten hour days a week to less, for the months of June and August, 1992.
- (4) The Sheriff's Office may use their discretion in distributing all or a portion of the \$11,000.00 to other agencies who participated in the 24 hour coverage from May 21 through May 25, 1992.

*R. Wayne Eddy*  
FOL MICHAEL S. EDRINGTON  
FOREST SUPERVISOR

5/15/92  
DATE

*Arturo Carroll*  
ART CARROLL  
AREA MANAGER

5/8/92  
DATE

*Robert G. Skipper*  
ROBERT SKIPPER  
SHERIFF, MULTNOMAH COUNTY

5-15-92  
DATE

REVIEWED:

LAURENCE KRESSELL, COUNTY COUNSEL  
of MULTNOMAH COUNTY, OREGON

By: *Sandria Duff*

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 7-30-92  
*Cassie A. Hartman*  
BOARD CLERK

7-13-92  
DATE

Meeting Date: JUL 30 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Ratification of contract with Multnomah County 4-H for the 1992 Fair

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Fair

CONTACT Betty Hopkins TELEPHONE 285-7756

PERSON(S) MAKING PRESENTATION Bill McKinley

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Less than 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):  
Approval of contract # 300153 - Oregon State University Extension Service, Multnomah County 4-H Division - for provision of services to coordinate and organize all 4-H activities related to the 1992 Multnomah County Fair. Sole Exemption approved by Chair Gladys McCoy on January 25, 1991.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 21 AM 8:22

If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER *Jim Murr* (for Paul Yorborough)

(All accompanying documents must have required signatures)

*Sent Original IGA Contract to Betty Hopkins 8-7-92.*



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

Contract # 300153

MULTNOMAH COUNTY OREGON

Amendment # \_\_\_\_\_

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-2</u> DATE <u>7/30/92</u></p> <p><i>Cari A. Parkinson</i> BOARD CLERK</p>
--	--	--

Contact Person Randy Downs / Betty Hopkins Phone 285-7756 Date \_\_\_\_\_

Department Environmental Services Division Expo Fair Bldg/Room 375

Description of Contract Contractor will coordinate and organize all 4-H activities related to the 1992 Multnomah County Fair - July 22-26, 1992.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date August 1, 1995

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF (IGA ratified 7/23/91-old cont#

Contractor Name Oregon State University Extension Service - Multnomah County 4-H Division

301841)

Mailing Address 211 SE 80th Avenue  
Portland OR 97215

Phone 254-1500

Employer ID # or SS # 93-6001786

Effective Date Upon execution

Termination Date August 1, 1992

Original Contract Amount \$ 13,000 (not to exceed)

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 13,000 (not to exceed)

**Payment Term**

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

**REQUIRED SIGNATURES:**

Department Manager *[Signature]* Date 6-26-92

Purchasing Director *[Signature]* Date 7/20/92  
(Class II Contracts Only)

County Counsel *[Signature]* Date 7-20-92

County Chair/Sheriff *[Signature]* Date July 30, 1992

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	164	030	5110			6610			4-H		
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

**PERSONAL SERVICES CONTRACT**

(Under \$25,000 In Any Year)

THIS CONTRACT is between **MULTNOMAH COUNTY** acting by and through its Department of Environmental Services, hereafter called **COUNTY**, and **OREGON STATE UNIVERSITY EXTENSION SERVICE-MULTNOMAH COUNTY 4-H DIVISION**, hereafter called **CONTRACTOR**.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:

CONTRACTOR agrees to participate in the 1992 Multnomah County Fair - July 22-26, 1992. CONTRACTOR will coordinate and organize all 4-H activities related to this participation in the Fair. Contractor further agrees that if this contract is renewed, Contractor will participate in three (3) subsequent Multnomah County Fairs.

2. **COMPENSATION.**

CONTRACTOR will receive a sum not to exceed \$13,000.00.

3. **TERM.** The CONTRACTOR's services will begin upon execution of this contract and terminate when completed but no later than August 1, 1992, with three (3) one year renewal options.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Exhibits A, B, C & D.

DATED this 26 day of June, 1992.

**MULTNOMAH COUNTY**  
**Department of Environmental Services**

By Gladys McCoy  
**Gladys McCoy, Chair**  
**Multnomah County Board of Commissioners**

**CONTRACTOR**

O.S.U. Extension Service - Multnomah  
County 4-H Division

By Paul L. [Signature]  
Contractor's ID No. 93-6001786

REVIEWED:

**LAURENCE KRESSEL, COUNTY COUNSEL**  
**FOR MULTNOMAH COUNTY**

By Peter Livingston  
**Assistant County Counsel**

**APPROVED MULTNOMAH COUNTY**  
**BOARD OF COMMISSIONERS**  
AGENDA # C-2 DATE 7-30-92  
[Signature]  
**BOARD CLERK**

Multnomah County Contract No.300153

CONDITIONS OF PERSONAL SERVICES CONTRACT

The attached contract for services between Multnomah County, County herein, and Oregon State University Extension Service-Multnomah County 4-H Division, Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. Independent Contractor Status - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for services under this agreement.

2. Subcontracts and Assignment - Contractor may subcontract with others for services prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to third person as provided in this agreement.

OMB Circular A-133: If contractor is determined by the County to be a subrecipient of federal funds passed through the County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

3. Access to Records - The County's authorized representatives shall have access at reasonable times to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

4. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Contractor, including the right of copyright of any published work.

5. Workers' Compensation Insurance -

Contractor is a State of Oregon agency and as such maintains workers' compensation insurance coverage for all non-exempt workers, employed by Contractor in the performance of the work, either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Indemnification -

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement, as provided and limited by the limitations and conditions of the Oregon Tort Claims Act and ORS 30.260 through ORS 30.300 and the Oregon Constitution, Article XT, Section 7.

7. Early Termination -

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

- B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
  - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
  - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. Adherence to Law - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract. The Certificate of Compliance with Oregon Tax Laws is attached to this agreement as Exhibit A .
9. Non-Discrimination - Contractor agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. Contractor must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (43 U.S.C. 2000[d]) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans With Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice.

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(check one)

\_\_\_\_\_ that I am, to the best of my knowledge, not in violation of any Oregon Tax Laws.

that I am authorized to act in behalf of OSU Extension Service; that I have authority and knowledge regarding the payment of taxes, and that OSU ES - Multnomah Co is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax and Tri-Metropolitan Transit District Self-Employment Tax).

Signature: Paul Sunderland

Date: 6-26-92

Printed Name: Paul Sunderland

Title: Mult. Co. Extension Staff Chair



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES  
PURCHASING SECTION  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-5111

GLADYS McCOY  
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy  
County Chair

FROM: *L Walker* Lillie Walker  
Purchasing Section

DATE: January 25, 1991

SUBJECT: REQUEST FOR A SOLE EXEMPTION TO CONTRACT WITH THE  
4-H DIVISION FOR MULTNOMAH COUNTY FAIR EXHIBIT AND  
PARTICIPATION

The attached memorandum for the DES, Portland Exposition Center (Expo), requests a sole source exemption to contract with the 4-H Division for an exhibit, contests and other activities during the Fair periods. The exemption period requested is to cover a 5 year period from approximately July 23 to August 1 of each fair period. The contract amount for each fair period will be approximately \$13,000.

The sole source exemption is requested because there are no known services of this type available. The 4-H Division's participation and contests are traditional and expected by fair goers each year and enhances revenues and success of the fair.

The Purchasing Section recommends approval of the sole source exemption.

APPROVED:

DENIED:

*Gladys McCoy*  
Gladys McCoy, County Chair

\_\_\_\_\_  
Gladys McCoy, County Chair



# MULTNOMAH COUNTY FAIR



2060 N. MARINE DRIVE  
 PORTLAND, OREGON 97217  
 (503) 285-7756  
 FAX # (503) 285-7759

## 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: Lillie Walker, Purchasing Director

FROM: William V. McKinley, Expo <sup>WV</sup>

DATE: January 17, 1991

SUBJECT: Exemption Request - 4-H Involvement - 1991 Multnomah County Fair

Date Action is Required:

March 1, 1991

This memorandum hereby requests that the Multnomah County 4-H program be granted an exemption from the regular purchasing process insofar as they are a sole source for their activities and participation relating to the Multnomah County Fair. The cost for 4-H will not exceed \$13,000.00 for the 1991 Multnomah County Fair. This money will be due and payable prior to the Fair's opening day of July 23, 1991.

We propose the period of this exemption to be as follows:

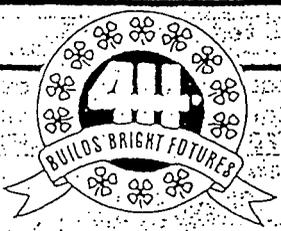
Effective Date: March 1, 1991

Termination Date: August 1, 1991

Contract Amount & Payment Terms: Should not exceed \$13,000.00. Full amount due and payable prior to July 23, 1991.

The enclosed copy of 4-H's mission statement, which is excerpted from the Multnomah County Fair Exhibitors Handbook, will clarify 4-H's stance on participation with the Fair.

# 4-H DIVISION



## 4-H AND THE MULTNOMAH COUNTRY FAIR

The Multnomah County Fair is an important activity for many 4-Hers. The fair provides experiences designed to contribute to the leadership development and personal growth of the youth. Above all, the fair provides opportunity to share friendships, become acquainted with others, and have fun!

The Multnomah County Fair provides the setting for a showcase of products, skills, and knowledge of youth who participate in the Multnomah County 4-H programs. The emphasis of 4-H is built around youth in action.

The following leaders provide guidance and leadership to the 4-H Program during the Fair and throughout the year.

### 4-H COUNTY FAIR SUPERINTENDENTS

- Louise Melton, Livestock
- Annette Melton, Assistant Livestock
- Patricia Thompson, Rabbits
- Julie Hughs, Assistant Rabbit
- Deborah Dixon, Poultry CoChair
- Kathleen Lanzadoro, Poultry CoChair
- Sandra Miller, Horse
- Debra Larson, Assistant Horse
- Linda Allen, Horticulture
- Betty Wallace, Exhibit Hall

### 4-H EXTENSION AGENTS

- Richard Best
- Betty Morrison

### 4-H PROGRAM ASSISTANT

- Marlene Jackson
- Grace Han
- Mary Ann Schmidt

### 4-H SECRETARY

- Carol Eby

## GENERAL 4-H RULES

### Eligibility

All members enrolled in a 4-H project in Multnomah County may exhibit or participate in contests in the project(s) in which they are enrolled.

The age classification will be as follows: (grades apply to the grade currently enrolled in or just completed)

Exploring .....	grades 1, 2, and 3
Junior .....	grades 4, 5, and 6
Intermediate .....	grades 7, 8, and 9
Senior .....	grades 10, 11 & 12

4-H members may make only one exhibit entry in any 4-H class.

4-H members wishing to exhibit in project areas other than those in which they are enrolled may exhibit in the Open Class Youth Division.

In order to participate in county fair, all 4-Hers must be enrolled by June 1, 1990, with the exception of specially approved 4-H summer programs whose enrollment deadline is June 30.

## Entries

1. Preregistration is required for some classes and contests. Animal Science preregistration forms will be sent out automatically.
2. An exhibit tag must be attached to each exhibit upon entering at the fair. Tags are available at the fair, or by request ahead of time.
3. No entry fee shall be charged for any 4-H exhibits or activities at the county fair.
4. The exhibit should be a project made during the current project year.

## Judging

1. The Merit Method (or Danish System) of Judging will be used for all exhibits and contests except Exploring members. The entries will be placed in Blue, Red and White award groups according to quality. Champions and reserve champions will be selected in each class only when the judge deems there are entries of championship quality.
2. Judging of 4-H Home Economics, Expressive Arts, Natural Science and Engineering Science exhibits and Exploring 4-H members will include a conference where the judge visits with a member or group of members about their exhibit(s). Members not able to participate in the conference judging may still enter their exhibits, although reasons may not be given for the placing.

## Awards and Premiums

1. Premiums will be paid on a point basis. The value of each point will be determined by the number of points awarded and the money budgeted for premiums. There are no premiums paid for open class or Exploring 4-H members (grades 1, 2 and 3).
2. The number of points will be given on the following basis (numbers are for Blue, Red and White Awards):
  - 5-4-3..... Judging and Identification contest
  - 10-8-6..... All contests (except judging and identification and all exhibits except livestock as listed below.
  - 15-12-9... Horse, Dairy, beef, sheep, swine and dairy goats (including showmanship)
 Champion and reserve champion ribbons receive the same points as a blue ribbon.
3. Only blue ribbon exhibits are eligible for State Fair competition. In the livestock and small animal projects, selection to attend State Fair is based on showmanship. Members must have received a blue ribbon in showmanship to attend State Fair. Red and white ribbon animals may be shown at State Fair only if it was the animal used in showmanship.
4. Premiums will be paid on Sunday, July 29, from 7 to 8 p.m., and Monday, July 30 from 9 to 11 a.m. Premiums not picked up during the fair will be mailed following the fair upon request only.

## State Fair Eligibility

1. Juniors are not eligible to participate in State Fair contest or exhibits for which exhibitor attendance is necessary, but may send exhibits which can go without the exhibitor. (Classes marked with \* are ones which can be entered at the County but not the State Fair.)
2. A member may enter one to five different contests but only one judging or identifications contest, one style revue, one presentation, one food preparation contest and one meal preparation contest at the State Fair.

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between MULTNOMAH COUNTY acting by and through its Department of Environmental Services, hereafter called COUNTY, and OREGON STATE UNIVERSITY EXTENSION SERVICE, hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

CONTRACTOR agrees to participate in the 1991 Multnomah County Fair - July 23-28, 1991. CONTRACTOR will coordinate and organize all 4-H activities related to this participation in the Fair.

2. COMPENSATION.

CONTRACTOR will receive the sum of \$12,346.13 prior to the first day of the Fair.

3. TERM. The CONTRACTOR's services will begin upon execution of this contract and terminate when completed but no later than August 1, 1991.

4. CONTRACT DOCUMENTS. This Contract consists of this contract document, the attached Conditions of Contract, and Exhibits A, B & C.

DATED this 23rd day of July, 1991.

MULTNOMAH COUNTY  
Department of Environmental Services

CONTRACTOR  
Oregon State University Extension  
Service

By Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County Board of Commissioners

By Paul Sandeland  
Contractor's ID No. 93-6001786

REVIEWED:

Paul Sandeland 7/3/91  
Chair - Mult. Co. programs

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By Laurence Kessel  
Assistant County Counsel

**RATIFIED**  
Multnomah County Board  
of Commissioners  
#1 July 23, 1991

Exhibit D

1992 MULTNOMAH CO. FAIR BUDGET

	1991 (actual)	1992 (proposed)
Premiums & Awards	\$6,625.00	\$6,025.00
Personnel Expenses	\$4,461.24	\$4,700.00
Horse Fair Expenses	\$700.00	\$800.00
Supplies	\$559.89	\$1,475.00
Total	\$12,346.13	\$13,000.00

Meeting Date: JUL 30 1992

Agenda Date: C-3

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**  
**(For Non-Budgetary Items)**

Subject: Intergovernmental Agreement Between City of Portland and Multnomah County/Aging Services Division Regarding Operations of the Area Agency on Aging for Fiscal Year 1992/93

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

DEPARTMENT: Social Services DIVISION: Aging Services

*BT*

CONTACT: Jim McConnell/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 Intergovernmental Agreement between the City of Portland and Multnomah County/Aging Services Division, which assigns responsibility for funding and administering the Area Agency on Aging (Aging Services Division) and Portland/Multnomah Commission on Aging (PMCoA) for the period July 1, 1992 through June 30, 1993.

The Agreement provides \$332,414 of City funds to Aging Services Division for operations of district senior service centers and assigns to the County the responsibility for administering the Area Agency on Aging.

The Agreement also provides to the City \$55,198 in County Non-Departmental funds for operations of the City-administered PMCoA and \$18,444 of Title XIX funds budgeted in the Aging Services Division for the administration of the Long Term Care Ombudsman program by the PMCoA.

**SIGNATURES:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

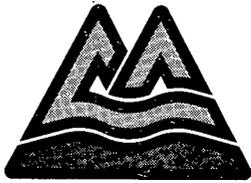
DEPARTMENT MANAGER: Gary Nakao (ac)

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 20 AM 9:45  
MULTNOMAH COUNTY  
OREGON

iga93b  
1/90

*Sent Original BIA + Contact to Jon Tucker 8-7-92.*



# 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 13, 1992

SUBJECT: FY 1992-93 Intergovernmental Agreement Between City of Portland and Aging Services Division

Retroactive Status: The intergovernmental agreement with the City of Portland for aging services is retroactive to July 1, 1992. Contract processing was delayed pending negotiations about the form of the agreement.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached contract with the City of Portland, for the period July 1, 1992 through June 30, 1993.

Analysis: The City and County are jointly designated by the State as the local Area Agency on Aging. The attached intergovernmental agreement continues County responsibility to administer the Area Agency on Aging (Aging Services Division) and City responsibility for the administration of the Portland/Multnomah Commission on Aging (PMCoA).

The agreement provides for \$332,414 of City funds to come in quarterly payments to the County to support Aging Services Division's contracts for eight district senior service centers. County Nondepartmental funds of \$55,198 will be paid to the City in a lump sum to support operations of the PMCoA. In addition, the Aging Services Division has budgeted \$18,444 in Title XIX funds to be paid in monthly payments to the City to support the long term care ombudsman program administered by PMCoA.

The intergovernmental agreement identifies the City Bureau of Parks and Recreation as the City party responsible for administering the agreement. Aging Services Division is the designated County party.

Background: These City and County funds are included in the Adopted County Budget.

iga93bmem



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102743

Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-3</u> DATE <u>7/30/92</u> <i>Carrie A. Parkinson</i> <b>BOARD CLERK</b>
---	---	---

Department Social Services Division Aging Services Date 7/19/93

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

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

Description of Contract Renews City/County agreement re: Area Agency on Aging. County receives City funds for District Senior Centers. County provides funds to City for Portland/Multnomah Commission on Aging and Long Term Care Ombudsman.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Portland Bureau of Parks and REcreation

Mailing Address 1120 SW 5th Rm 502  
Portland OR 97204

Phone (503) 796 - 6972

Employer ID # or SS # 93 - 6002236

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 332,414 Revenue

**REQUIRED SIGNATURES:** 73,642 Expenditure

Department Manager Dary Nakao (cc)

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration (Class I, Class II contracts only) [Signature]

Remittance Address PMCOA 1120 SW 5th ~~rd~~ 5th Floor  
(If Different) Portland OR 97204

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ 55,198 County  Due on receipt to City

Monthly \$ 1,537 County  Net 30 to City

Other \$ 83,104 quarterly by Other City to County

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date 7-16-92

Date \_\_\_\_\_

Date 7.18.92

Date 7/30/92

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	1750		AS02	2773			City Gen. Fund	332,414		
02.	100	050	9395		XA02	6050		1729	County Gen. Fund	55,198		
03.	156	010	1715		AS04	6060		1727	Ombudsman	18,444		
* 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 - INITIATOR

GREEN - FINANCE  
106/1430

INTERGOVERNMENTAL AGREEMENT FOR OPERATION  
OF THE AREA AGENCY ON AGING

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the agreement originally executed on January 1, 1984 from July 1, 1992 through June 30, 1993.

SECTION II. RECITALS

A. WHEREAS, there are over 106,277 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging; and

F. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

G. WHEREAS, it is the intention of the CITY and COUNTY to jointly fund both the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens advisory group, and the Multnomah County Aging Services Division; and

H. WHEREAS, the CITY and COUNTY are both committed through Aging Policy for Portland and Multnomah County of 1982 to support specialized urban and human services to the elderly;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the AAA for the period of this agreement. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group in equal shares for the period of this agreement. Funding for the AAA and PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. COUNTY will continue to have administrative responsibility for the AAA until this agreement is terminated or replaced.

C. The AAA shall operate as a separate division, called the Aging Services Division of the Department of Social Services.

D. The administrative responsibility for the PMCoA will remain with CITY.

#### SECTION IV: AGREED/COUNTY

A. Pursuant to ORS 190.030(1) COUNTY shall perform within the boundaries of COUNTY, all services to the elderly prescribed by the Annual Plan, as approved under the Older Americans Act, Oregon Project Independence, and Title XIX (Medicaid) SSBG/GA Program. In the event CITY fails to provide its share of local funding based on the mutually approved Annual Plan, COUNTY at its discretion may review and revise its obligation under this Section.

B. COUNTY shall maintain sub-planning and service area districts within COUNTY boundaries and shall maintain advisory committees for each of these designated sub-planning and service area districts. The advisory committees shall have review and comment authority on all funds and services allocated to the respective sub-districts.

C. COUNTY shall provide the following reports and documents to the PMCoA:

- Annual Plan and any modifications thereto;
- Copies of program performance reports.

D. COUNTY shall provide to the CITY's Parks Bureau all billing invoices and any other program reports listed in Section IV.C as requested by the Parks Bureau designee.

E. COUNTY will hold intact the AAA policy of contracting for services and developing and implementing a single entry system.

#### SECTION V: AGREED/CITY

A. Pursuant to ORS 190.030 (1) CITY hereby assigns to COUNTY the responsibility and authority to perform for CITY, services to the elderly within the city boundaries, as prescribed in the Annual Plan and approved by State under the Older Americans Act, Oregon Project Independence, and Title XIX/SSBG/GA program.

B. The PMCoA shall serve as the CITY's liaison with the AAA to receive program reports and documents listed in Section IV.C. CITY's Parks Bureau designee shall serve as the CITY's liaison to receive billing invoices from the COUNTY.

C. CITY shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

D. The CITY budget allocation for the AAA and the PMCoA shall be administered by the Bureau of Parks and Recreation and shall support in addition to the PMCoA, the operation of the District Senior Service Centers.

#### SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. It is the policy of CITY and COUNTY together to provide the required local funding for the AAA. The provision of funding by CITY and COUNTY shall be determined through approval of respective CITY and COUNTY annual budgets for AAA.

B. Quarterly payments to be paid by CITY in the following schedule for FY 92/93 are:

August 1, 1992	\$ 83,103
November 1, 1992	83,103
February 1, 1993	83,103
May 1, 1993	<u>83,105</u>
TOTAL	\$ 332,414

C. COUNTY shall provide to CITY one-half of the required local funding for the PMCoA and shall fund the long term care ombudsman program. These funding amounts are listed in Table A: PMCoA FY 1992-93 Funding.

Table A: PMCoA FY 1992-93 Funding

County Fund Source/ City Program	County General Fund	Title XIX	County Match	Total Funds
Non-Departmental/PMCoA ASD/Ombudsman Program	\$55,198	\$10,144	\$8,300	\$55,198 18,444
Total	\$55,198	\$10,144	\$8,300	\$73,642

D. COUNTY shall pay the amount due for PMCoA for FY 92-93 to CITY in a single payment in the amount of \$55,198, on or before December 31, 1992 upon receipt of an invoice on a form provided by the COUNTY (SEE Attachment A). Any portion thereof unused during the fiscal year shall be returned to COUNTY.

E. PMCoA has agreed to administer the long term care ombudsman program. AAA has designated \$18,444 of its allocation for this Ombudsman program. These \$18,444 are in addition to the \$55,198 funding in item D for PMCoA. COUNTY shall pay the \$18,444 allocated for this Ombudsman program in monthly payments of \$1,537 upon receipt of invoice on forms provided by COUNTY (see Attachment B).

In the event that PMCoA will not administer the Ombudsman program, funding for the Ombudsman program will return to AAA.

F. COUNTY will waive indirect costs for the Older Americans Act and Oregon Project Independence funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

G. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII: PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

A. Regarding the PMCoA, the CITY and COUNTY agree to the following:

1. The Board of COUNTY Commissioners and the CITY Council agree to maintain a PMCoA.

2. The administrative responsibility for the PMCoA will remain with the CITY.

3. It is the policy of the CITY and COUNTY to provide one-half each of the required local funding based on the mutually approved work plan of the PMCoA.

4. The purpose of the PMCoA shall be to provide leadership to improve the quality of living for aging persons, as well as disabled persons as set forth in ORS 410 (henceforth implied in reference to the elderly).

5. The PMCoA shall carry out the above purposes by:

a. representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

b. meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

c. developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

d. providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

e. representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

f. representing the views of older people to the general community and providing review and comment to elected officials, decision-makers, agencies and organizations regarding public issues and proposals of interest to older people;

g. serving an advocacy role on behalf of older persons through:

(1) legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

(2) education of the general public concerning issues affecting older persons through dissemination of information, including public forums and conferences;

(3) advocacy for needed programs and services in the public and private sector; and

(4) coordination of its advocacy activities with other community groups.

h. conducting studies and hearings to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

i. preparing, publishing and disseminating its findings to the COUNTY and the CITY, the Area Agency on Aging and interested persons, groups and entities in the community; and

j. assisting appropriate agencies in identifying and securing grants to help fund programs for older persons.

6. The PMCoA shall be composed of twenty-five (25) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows:

a. at least fifty-one percent (51%) shall be persons over 60 years of age;

b. low income persons (125% federal poverty maximum) shall be represented at least in proportion to their number in Portland/Multnomah County;

c. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and

d. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;

e. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

f. In addition, membership distribution shall be as follows:

- one (1) consumer representing each of the eight (8) District Advisory Councils:

- one (1) elected official;

- six (6) members representing retired persons organizations;

- one (1) consumer representing disabled persons;

- nine (9) members-at-large.

g. Appointment of members to the PMCoA shall be made as follows:

The Mayor of the CITY of Portland shall appoint one (1) consumer each representing the North, Downtown, Northwest, and Near Northeast District Advisory Councils; four (4) members representing retired persons' organizations; and four (4) members-at-large.

The Multnomah COUNTY Board Chair shall appoint one (1) consumer each representing the East County, Southwest, Northeast and Southeast District Advisory Councils; two (2) members representing retired persons' organizations; five (5) members-at-large and one consumer representing disabled persons.

The PMCoA shall appoint one (1) elected official.

7. A regular term of appointment shall be for three (3) years, with appointments staggered so that one-third of the membership is appointed each year. Members may serve no more than two (2) consecutive full terms.

8. If the appointing authority has not filled a position within sixty (60) days of receipt of the PMCoA's nominations, the PMCoA shall be empowered to appoint members to fill vacancies.

9. The primary staff shall be selected by the PMCoA, in accordance with the CITY Civil Service process, and shall be directly responsible to the PMCoA.

B. It is agreed by CITY and COUNTY that the purpose, composition, and funding of the PMCoA be maintained.

SECTION VIII. SEPARABILITY

Should any Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1992 and continue until June 30, 1993 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF PORTLAND

By: \_\_\_\_\_  
J.E. "Bud" Clark, Mayor  
City of Portland

By: \_\_\_\_\_  
City of Portland Auditor

COUNTY OF MULTNOMAH

By: Gladys McCoy  
Gladys McCoy, Chair  
Multnomah County

By: James W. Conn  
Director,  
Aging Services Division

REVIEWED:

By: \_\_\_\_\_  
City of Portland Attorney

Date: \_\_\_\_\_

REVIEWED:

By: W.A. Lundy  
Multnomah County Counsel

Date: 7-18-92

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 7-30-92  
Carrie A. Richardson  
BOARD CLERK

ATTACHMENT A

CITY/COUNTY COMMISSION ON AGING

INVOICE FOR SERVICES

TO: Aging Services Division  
421 S.W. Fifth Ave., Third Floor  
Portland, Oregon 97204  
Attn: Jeanette Hankins

FROM: Portland/Multnomah Commission on Aging  
1120 S.W. Fifth Ave., Fifth Floor  
Portland, Oregon 97204

---

I hereby request payment for the County portion of joint City/County funding of the Portland/Multnomah Commission on Aging:

Time Period Covered: July 1, 1992-June 30, 1993

Amount: Lump Sum in the amount of \$\_\_\_\_\_.

Make checks payable to: Portland/Multnomah Commission on Aging,  
City of Portland

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT B

LONG TERM CARE OMBUDSMAN PROGRAM

INVOICE FOR SERVICES

TO: Aging Services Division  
421 S.W. Fifth Ave., Third Floor  
Portland, Oregon 97204  
Attn: Jeanette Hankins

FROM: Portland/Multnomah Commission on Aging  
1120 S.W. Fifth Ave., Fifth Floor  
Portland, Oregon 97204

---

I hereby request payment for long term care ombudsman program services as follows:

Time Period Covered: \_\_\_\_\_

\_\_\_\_\_ Month(s) x \$\_\_\_\_\_ rate = Amount Due: \$\_\_\_\_\_.

Make checks payable to: Portland/Multnomah Commission on Aging,  
City of Portland

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

6/92  
igacitco.frm

Meeting Date: JUL 30 1992

Agenda No: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Revenue Agreement from City of Portland for Community Action Relocation Services

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 \$25,500 to Multnomah County to pass through to Community Action's seven community service centers. The agreement pays for relocation assistance for households relocated from residential structures closed by the City Bureau of Buildings.

The City of Portland coordinates with the County Community Action Program for this service because the County has service contracts with agencies equipped to respond to the immediate timelines involved in building closures.

This contract continues funding for relocation services started in FY 1991-92.

SIGNATURES:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Gary Nakao (cc)

(All accompanying documents must have required signatures)

pdxre93a

1992 JUL 20 PM 2:16  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

*Sent Original GA & Contact to John Pearson 8-7-92.*



# 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 *NM*  
Housing and Community Services Division

**DATE:** June 30, 1992

**SUBJECT:** Revenue Contract from City of Portland for Relocation 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 \$25,500 from the City of Portland, Bureau of Community Development. The contract funds case management and client assistance for eligible households required to relocate from their residences due to the closure of the structures by the City's Bureau of Buildings. This contract is a continuation agreement for services started during FY 1991-92.

The revenue contract requires the pass-through of the City relocation funds to the Community Action Program's seven community service centers. The City has designated those agencies to provide the relocation assistance because they have the skills and knowledge needed to work with low income people facing homelessness.

pdxrel93



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 1021083  
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"/> PCR B 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 style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>7/30/92</u>  <i>Cilla Murray</i>  <b>BOARD CLERK</b></p>
--	---	--

Department Social Services Division Hsq & Comm. Services 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 Contract provides revenues for relocation services through community service centers. Contract reimburses assistance to people moved from residential structures closed by the City Bureau of Buildings.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Portland, Bureau of Community Development

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

Phone (503) 823-2381

Employer ID # or SS # July 1, 1992

Effective Date June 30, 1993

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 25,500

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 Dary Nukao

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel William O. Lewis

County Chair/Sheriff Shirley McKay

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

Encumber: Yes  No

Date 7-2-92

Date \_\_\_\_\_

Date 7/17/92

Date 7/30/92

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	\$25,500	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT NO.

An agreement between the City of Portland, Oregon (City) and Multnomah County, through its Housing and Community Services Office, (County) for \$25,500 to provide relocation and moving assistance services.

RECITALS:

- 1. A provision of City Resolution No. 32514, adopted September 26, 1979, established a Moving Assistance Program to assist individuals displaced from housing in the downtown area due to the enforcement of City Buildings Code.
- 2. Resolution No. 34242, adopted February 18, 1987, expanded the geographic area of operation citywide and clarified procedures and policies criteria for eligibility, in response to changing conditions and circumstances.
- 3. Due to the designated social services provider deciding to stop providing relocation and moving services, and due to increasing costs in providing such service, there is a need to re-evaluate procedures and budget of the program.
- 4. The multi-service network coordinated by Multnomah County's Community Action Program Office possesses the capability to provide relocation and moving assistance services in cases where the Bureau of Buildings determines that a residential structure should be closed and vacated.
- 5. Random emergency closures of dwellings resulting from life-threatening housing code violations are not subject to the Uniform Relocation Act (URA) requirements, although HUD funds may be used to assist occupants affected by City actions.

AGREED:

I. Scope of Services

Multnomah County will oversee the following services to be performed by the seven multi-service centers with whom it contracts for emergency basic needs services relative to the Moving Assistance and Relocation Program for the City of Portland.

- A. Contract with the seven multi-service centers listed in Attachment 'A' so that each designates one person to serve as primary contact for relocation requests from the Bureau of Buildings.
- B. Include in these contracts and monitor that when a contracted multi-service center is notified by the Bureau of Buildings that a residence is to be vacated, at a minimum the County shall require the multi-service center to provide the following assistance:
  - 1) Personally contact all residential tenants.

- 2) Advise residential tenants of the availability of moving assistance payments.
  - 3) Assist tenants in finding and moving to appropriate replacement housing.
  - 4) Provide referrals and assistance as necessary to welfare, legal, health, or other agencies as needed by the tenant.
- C. The County shall ensure the agencies determine the eligibility of each tenant to receive assistance. Bona-fide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining the benefits provided.
- D. The County shall ensure the agencies provide basic services and payments to families who must relocate up to a maximum of \$2,000, and to singles up to a maximum of \$1,000. Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

In cases where additional moving or service costs appear to be needed, the County will request prior approval from the BCD Project Manager.

- E. Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing or if a hardship exists.
- F. Payment may be made directly to the tenant, for housing, or for an associated service, provided the County is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.
- G. The contract with the multi-service centers shall state that participating agency will refer questions on eligibility or the type of expense eligible for payment to the County, who may refer it to the Bureau of Community Development for a decision in unclear cases.
- H. The County will submit a report each quarter identifying each tenant displaced, including ethnicity, date moved, new address, purpose and amount of payment, and date payment was made.
- I. The County shall ensure that participating agencies will maintain all records for the project, including performance, client eligibility and demographic data, and fiscal data, for a minimum of three years after termination of the contract.

- J. The County, the Bureau of Buildings and Bureau of Community Development will operate the program in accordance with the procedures identified in Attachment B.

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 Housing and Community Development (HCD) Program. Without prior approval from BCD, the maximum amount of billable time shall be thirty (30) hours for each family and fifteen (15) hours for singles, at the established service rate for each participating agency plus a 10% premium for response time requirements. Attachment C contains the service rates for each multi-service agency.
- B. Payments will be made upon submission of a statement of expenditures. The County shall keep receipts for needed moving, relocation, housing, and social services costs, and evidence of service time provided. It is agreed that total compensation under this agreement shall not exceed \$25,500 (Twenty-Five Thousand Five Hundred DOLLARS).

IV. GENERAL CONTRACT PROVISIONS

- A. TERMINATION FOR CAUSE. In accordance with 24 CFR 85.43, 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 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 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 made.
- C. **ENFORCEMENT AND 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 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 the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City 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 of the City Council. 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, 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 County 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 County for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The County shall maintain fiscal 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 here under.

- 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 City.

- J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, 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, or from the work of the seven multi-service centers list in Attachment 'A'.
- K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.
- L. WORKERS' COMPENSATION INSURANCE.

(a) The County, 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 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 County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit

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(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. OREGON LAW AND FORUM. This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the 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 City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the 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 City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the 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. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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 County 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 County 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

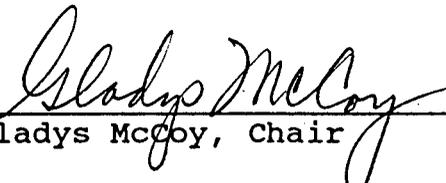
The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the County has control over Federal funds, including program income. The Agreement shall terminate as of June 30, 1993.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

\_\_\_\_\_  
Commissioner Gretchen Kafoury

  
\_\_\_\_\_  
Gladys McCoy, Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeffrey L. Rogers  
City Attorney-Deputy

  
\_\_\_\_\_  
Laurence Kressel  
County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 7-30-92  
  
\_\_\_\_\_  
BOARD CLERK

## Community Service Centers and Case Management Rates

District	Agency	Case Management Unit Rate
Northwest	Friendly House	\$21.91
Downtown	Transition Projects*	\$26.70
Southwest	Neighborhood House	\$26.57
Southeast	Portland Impact*	\$24.61
East County	Human Solutions	\$26.97
Northeast	Albina Ministerial Alliance	\$21.79
North	YWCA, St. Johns	\$27.61

\*Subject to results of a Request for Proposal, effective October 1, 1992.

MOVING ASSISTANCE AND RELOCATION PROCEDURES RELATED TO  
CODE ENFORCEMENT AND EMERGENCY CLOSURE

Following are procedures for requesting moving assistance from the Community Action Program Office's Multi-Service Center Network in cases where the Bureau of Buildings determines that residential structures should be closed and vacated.

Eligibility

- 1) Designated Focus Areas. (West Clinton, Piedmont, Woodlawn, King, Boise, Eliot, Humboldt, Vernon, Sabin, Concordia, Lents and Kenton)
- 2) All residential structures (single family, duplex, multi-family, and SRO hotels) in any case where relocation is a result of City code enforcement procedures.
- 3) Residential tenants only.

Payments

- 1) Provide basic payments to families who must relocate, up to a maximum of \$2000, and to single occupants up to \$1000 as documented by actual moving costs.

Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

- 2) Costs for moving assistance and case management services provided by an approved social services agency will be paid to Multnomah County's Community Action Program Office at the established service rate for each participating agency plus a 10% premium for response time. The maximum billable time will be 30 hours for each family and 15 hours for single occupants.
- 3) Administrative flexibility is provided to increase the basic unit amount in special circumstances. In cases where additional moving costs are incurred or where additional costs are expected to be incurred by social services providers for case management, approval will be required from the BCD Project Manager.
- 4) The basic unit amounts will be reviewed on an annual basis by BCD, CAPO and the Bureau of Buildings and may be adjusted to reflect increased or decreased costs based on the

adequacy of moving assistance payments or case management costs. These adjustments are subject to normal budget approval procedures.

#### Relocation Procedure

- 1) When the Bureau of Buildings becomes aware of a residential structure where an order to vacate is likely, an "early warning" will be given, by phone, to the Multi-Service Center serving that area, with a copy to CAPO. If the structure contains three or more units, notice will also be given to PDC.
- 2) Each Multi-Service Center will designate one person to serve as primary contact for relocation requests, and one alternate.
- 3) When the Bureau of Buildings or the Code Hearings Officer orders a residence vacated, the inspections supervisor will notify the Multi-Service Center contact by phone, and request relocation assistance. The Bureau will provide the address of the structure, the date by which the building must be vacated and as much information as is available regarding the residents. A memo requesting assistance will follow, with copies to BCD and CAPO.
- 4) The Multi-Service Center will immediately assign a case manager. Where the Bureau has given an "early warning", the case manager will make a site visit and begin an assessment within 24 hours. Where there has been no warning, the case manager will make a site visit and begin assessment within 72 hours.
- 5) Should the Multi-Service Center be unable to provide timely assistance in accordance with the contract or these guidelines, CAPO will locate another center which can provide the needed services.
- 6) For one and two family structures, residents will be relocated, at least to emergency shelter, within one week of a request for assistance.

#### Reclamation For Moving Assistance Expenses

- A) The Bureau of Buildings receives a summary statement of relocation costs from CAPO and other affected Bureaus (i.e. Fire Bureau).
- B) The Bureau of Buildings prepares a statement of costs to invoice property owners for costs incurred. Relocation costs include:

1. Inspection costs.
  2. Administrative costs.
  3. Monies paid to occupants for actual relocation costs.
  4. Monies paid to public/private social service agencies which aid the City in relocating tenants for actual costs.
- C) Liens are assessed upon the property pursuant to Chapter 22.06 of the Portland City Code, or at the discretion of the Director of the Bureau of Buildings, reimbursement may be sought by litigation through the City Attorney's Office.

#### Billings

- 1) CAPO will reimburse the social service agency providing the relocation assistance. Reimbursement for relocation assistance and services will be on a "requirements" basis; that is in addition to, rather than in lieu of, specified units of service CAPO is currently purchasing from agencies.
- 2) CAPO will bill BCD for actual relocation costs and services rendered by the social service agency.



# 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

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Emergency Authorities  
& Management

QUARTER:

Basic

FUNCTION DEFINITION:

This is a program function rather than a response function and assures the implementation and maintenance of an emergency management program that provides for ongoing development and coordination of emergency preparedness measures which include but are not limited to developing emergency authorities, adequate staffing, a public education program and planning for continuity of government, resource management, and disaster recovery.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine if a formal emergency management organization has been established and if that organization has the authority, staff and other elements essential for the effective conduct of emergency management activities.

Activity #	Description	Qrtr	Scheduled	Completed
1	Update Office Workplans for Cnty FY 92-93.	1	10/93	
2	County Chair Quarterly Briefings -	1	12/92	
		2	03/93	
		3	06/93	
		4	09/93	

3	Update Public Information Guideline - Multnomah County	1	11/92
4	Update EBS Plan	1	11/92
5	Update Cable TV Plan	1	11/92
6	Update Resource Mngmt Guideline - Multnomah County	2	01/93
7	Develop Public Assistance Guideline - Multnomah County	4	07/93
8	Complete Public Assistance Phonebank -	4	07/93
9	Develop Recovery Guideine - Multnomah County	4	09/93
10	Preparation and update of the Capability and Hazard Identification Program (CHIPS)	4	07/93

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County FISCAL YEAR: FY93  
FUNCTION: Hazard Mitigation QUARTER: Basic

FUNCTION DEFINITION:

This planning function relates to the development of "hazard profiles" which will result in the provision of information to planners, responders and management level personnel. These may be used in the development or updating of emergency guidelines for operational response as well as in the policy and decision making process. It relates to those predetermined preparedness measures which should be initiated to prevent or alleviate a specific threat.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine in a very general way, what actions are being taken to mitigate the threat or consequences of the hazards likely to affect the jurisdiction. Mitigation is any activity taken to eliminate or reduce the degree of long term risk to human life and property from natural and technological/man-made hazards. This includes the measures which or reduce the frequency, intensity and magnitude of hazards, and which protect people and property from the effects.

Activity #	Description	Qrtr	Scheduled	Completed
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No planned activities are planned for this fiscal year.

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Direction, Control and  
Warning

QUARTER:

Basic

FUNCTION DEFINITION:

This function encompasses both planning activities and operational responsibilities and capabilities. It addresses the relationships and communications capabilities between the on-site incident command personnel and the policy makers of the jurisdiction. For the purpose of this agreement, local emergency guidelines will cover (1) major incident notification (2) activation of emergency operating facilities, and (3) on-site direction and coordination.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine the capability of your jurisdiction to direct and control local response forces in the event of an emergency and to handle emergency communications requirements.

Activity #	Description	Qrtr	Scheduled	Completed
1	Develop Communications Guideline - Multnomah County	3	05/93	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Population Protection

QUARTER:

Basic

FUNCTION DEFINITION:

Population protection measures include activities related to the provision of shelter and the evacuation or relocation of citizens, i.e., those which are required to protect people from both the direct and after effects of all hazards which represent a significant threat to the area.

PURPOSE STATEMENT - CPG 1-35:

Population protection planning is designed to protect people from the effects of natural, technological and war-related hazards. This effort focuses on the development and maintenance of a single all hazard EOP for each jurisdiction.

Activity #	Description	Qrtr	Scheduled	Completed
1	Update Evacuation & Shelter Guideline for -			
	Mult Cnty	2	03/93	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Contamination, Monitoring,  
& Control

QUARTER:

Basic

FUNCTION DEFINITION:

This function encompasses preparedness planning of operations for response to, and the management of, hazardous materials and radiological/nuclear threats regardless of the source or cause. It specifically relates to a response capability, the development of response guidelines, the implementation of cooperative assistance agreements, the coordination of related training, and the essential legislation of preventive and protective measures.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine the capability of the jurisdiction to monitor and control exposure of emergency service support personnel and the general public to hazardous/toxic (HAZMAT) and radiological materials (REP & RADEF).

Activity #	Description	Qrtr	Scheduled	Completed
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No planned activities for this fiscal year



Meeting Date: JUL 30 1992

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Comprehensive Cooperative Agreement with Oregon Emergency Management

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Non-dept DIVISION Emergency Management

CONTACT Penny Malmquist TELEPHONE 251-2466

PERSON(S) MAKING PRESENTATION Penny Malmquist

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: Yes

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

This intergovernmental agreement allows that Oregon Emergency Management Division to pass through funds from the Federal Emergency Management Agency's Emergency Management Assistance Program. A workplan is part of the agreement. Multnomah County Emergency Management must complete all workplan activities in order to receive the federal funding.

The Emergency Management Assistance Program provides with approximately one-third of our budget monies. The approximate amount of funds to be passed through is \$56,000. The exact amount will be appropriated in January of 1993.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Maureen McCoy

OC

DEPARTMENT MANAGER \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
1992 JUL 17 PM 3:25  
MULTNOMAH COUNTY OREGON

(All accompanying documents must have required signatures)

*Sent Original GA + Contract to Penny Malmquist 8-7-92.*



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500103

MULTNOMAH COUNTY OREGON

Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>          AGENDA # <u>C-5</u> DATE <u>7/30/92</u>  <i>Devi A. Parkerson</i>  <b>BOARD CLERK</b></p>
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Contact Person Penny Malmquist Phone 251-2466 Date 6/25/92

Department Non-Dept Division Emergency Mngmt Bldg/Room 313/118

Description of Contract Comprehensive Cooperative Agreement with State of Oregon Emergency Management to receive Federal Emergency Management Agency Emergency Management Assistance Funds.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Oregon Emergency Management

Mailing Address 595 Cottage St, NE  
Salem, OR 97310

Phone 503-378-4124

Employer ID # or SS # \_\_\_\_\_

Effective Date 10/1/92

Termination Date 9/30/93

Original Contract Amount \$ approx 56,000

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ approx \$56,000

### Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

### REQUIRED SIGNATURES:

Department Manager *[Signature]*

Date 7/17/92

Purchasing Director (Class II Contracts Only)

Date \_\_\_\_\_

County Counsel *Peter Purvis*

Date 7-17-92

County Chair/Sheriff *Gladys McLoay*

Date 7/30/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	050	690-			2074			EMA Grant	56,000	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## LOCAL/STATE

## COMPREHENSIVE COOPERATIVE AGREEMENT

The Oregon Emergency Management Division (OEMD) and the County of Multnomah, participating in the Federal Emergency Management Agency's Emergency Management Assistance (EMA) Program, hereby agree to cooperate in the implementation and maintenance of an emergency management program that addresses the potential hazards to the jurisdiction in accordance with the funding requirements of the EMA program.

Minimal basic requirements for participation in the Emergency Management Assistance Program include the following elements numbered 1 through 4. Element 5 is optional. These elements will be supported by specific activities identified in the attached Emergency Management Program Workplan which is an integral part of this agreement.

1. Coordination and implementation of a local Integrated Emergency Management System which includes the preparation and annual update of the Capability and Hazard Identification Program (CHIPS).
2. Review and update of the emergency management policies, plans and emergency guidelines as identified in the attached function workplan.
3. Operating procedures/emergency guidelines are to be reviewed, updated and exercised in accordance with FEMA's State and Local Exercise Requirements.
4. The local Emergency Management Program staff will attend related training events during the fiscal year for a minimum combined total of twenty (20) hours.
5. Consistent with local resources and needs, additional activities may be programmed as deemed necessary and appropriate by the Chief Executive Officer.

## ADMINISTRATION

The County will submit reports at least quarterly, which list the accomplishment of activities as identified in the Emergency Management Program Workplan. If a deviation from the Workplan occurs, such will be explained in the Activity Narrative. Where completion of an activity involves production of a tangible product, e.g. Hazard Analysis, Emergency Guidelines, Training Agenda, etc., a copy of that product will be provided to the Oregon Emergency Management Division with the report of the time period in which it was produced or completed.

The Chief Executive Officer will approve the Emergency Management Program Workplan and in the final report of the fiscal year must certify completion of the minimum requirements for EMA funding as set forth above.

Failure to complete these minimum requirements may result in elimination of EMA funding for the following year, a demand for the return of funds for the year covered by this agreement, or both.

CERTIFICATION

We, the undersigned, do hereby certify that we understand the elements 1 through 4 previously listed, are the minimum requirements that must be met in order to qualify for Emergency Management Assistance (EMA) funding for the 1993 federal fiscal year.

At the end of the fiscal year we will provide certification to the Oregon Emergency Management Division that the minimum requirements have been met.

Further, we have read the "Standard Assurances" and the "Articles of Agreement" which are required by the Federal Emergency Management Agency, and understand and agree that those requirements also apply to this jurisdiction when using federal funds for the emergency management program.

Reviewed:

By: Peter Hurryston 7-17-92  
Laurence Kressel, County Counsel  
for Multnomah County

Gladys McCoy  
Gladys McCoy, County Chair

Date 7/30/92, 19 \_\_\_\_\_

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA# C-5 DATE 7-30-92  
Cecilia A. Richardson  
BOARD CLERK

Penny G. Malmquist  
Penny G. Malmquist, Emergency  
Management Administrator for  
Multnomah County

ACKNOWLEDGEMENTS

The State of Oregon Emergency Management Division hereby acknowledges the receipt of the Multnomah County Emergency Management Program Workplan for federal fiscal year 1993 and assures the pass through of available funds for eligible items and activities in compliance with the Federal Emergency Management Agency's requirements for Emergency Management Assistance funds.

\_\_\_\_\_  
Myra Lee, Administrator  
Oregon Emergency Management Division

\_\_\_\_\_  
Date

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County FISCAL YEAR: FY93  
 FUNCTION: Emergency Authorities & Management QUARTER: Basic

FUNCTION DEFINITION:  
 This is a program function rather than a response function and assures the implementation and maintenance of an emergency management program that provides for ongoing development and coordination of emergency preparedness measures which include but are not limited to developing emergency authorities, adequate staffing, a public education program and planning for continuity of government, resource management, and disaster recovery.

PURPOSE STATEMENT - CPG 1-35:  
 The purpose of this section is to determine if a formal emergency management organization has been established and if that organization has the authority, staff and other elements essential for the effective conduct of emergency management activities.

Activity #	Description	Qrtr	Scheduled	Completed
1	Prepare & submit quarterly reports for EMA funding	1	02/12/93	
		2	5/14/93	
		3	8/13/93	
		4	11/12/93	
2	Update Office Workplans for FY 92-93.	1	10/93	
3	Prepare budget estimates for FY93-94.	2	1/93	
4	County Chair Quarterly Briefings -	1	12/92	
		2	03/93	
		3	06/93	
		4	09/93	

5	Regional Planning Group Meetings -	1	10/92
		1	11/92
		1	12/92
		2	01/93
		2	02/93
		2	03/93
		3	04/93
		3	05/93
		3	06/93
		4	07/93
		4	08/93
		4	09/93
6	Oregon Emergency Mngmt Association Meetings -	1	10/92
		2	01/93
		3	04/93
		4	06/93
7	Update Public Information Guideline - Multnomah County	1	11/92
8	Update EBS Plan	1	11/92
9	Update Cable TV Plan	1	11/92
10	Update Resource Mngmt Guideline - Multnomah County	2	01/93
11	Develop Public Assistance Guideline - Multnomah County	4	07/93
12	Complete Public Assistance Phonebank -	4	07/93
13	Develop Recovery Guideine - Multnomah County	4	09/93
14	Preparation and update of the Capability and Hazard Identification Program (CHIPS)	4	07/93

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Hazard Mitigation

QUARTER:

Basic

FUNCTION DEFINITION:

This planning function relates to the development of "hazard profiles" which will result in the provision of information to planners, responders and management level personnel. These may be used in the development or updating of emergency guidelines for operational response as well as in the policy and decision making process. It relates to those predetermined preparedness measures which should be initiated to prevent or alleviate a specific threat.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine in a very general way, what actions are being taken to mitigate the threat or consequences of the hazards likely to affect the jurisdiction. Mitigation is any activity taken to eliminate or reduce the degree of long term risk to human life and property from natural and technological/man-made hazards. This includes the measures which or reduce the frequency, intensity and magnitude of hazards, and which protect people and property from the effects.

Activity #	Description	Qtr	Scheduled	Completed
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LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Direction, Control and  
Warning

QUARTER:

Basic

FUNCTION DEFINITION:

This function encompasses both planning activities and operational responsibilities and capabilities. It addresses the relationships and communications capabilities between the on-site incident command personnel and the policy makers of the jurisdiction. For the purpose of this agreement, local emergency guidelines will cover (1) major incident notification (2) activation of emergency operating facilities, and (3) on-site direction and coordination.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine the capability of your jurisdiction to direct and control local response forces in the event of an emergency and to handle emergency communications requirements.

Activity #	Description	Qrtr	Scheduled	Completed
1	Develop Communications Guideline - Multnomah County	3	05/93	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County FISCAL YEAR: FY93  
FUNCTION: Population Protection QUARTER: Basic

FUNCTION DEFINITION:

Population protection measures include activities related to the provision of shelter and the evacuation or relocation of citizens, i.e., those which are required to protect people from both the direct and after effects of all hazards which represent a significant threat to the area.

PURPOSE STATEMENT - CPG 1-35:

Population protection planning is designed to protect people from the effects of natural, technological and war-related hazards. This effort focuses on the development and maintenance of a single all hazard EOP for each jurisdiction.

Activity #	Description	Qtrtr	Scheduled	Completed
1	Update Evacuation & Shelter Guideline for -			
	Mult Cnty	2	03/93	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County FISCAL YEAR: FY93  
FUNCTION: Contamination, Monitoring, QUARTER: Basic  
& Control

FUNCTION DEFINITION:

This function encompasses preparedness planning of operations for response to, and the management of, hazardous materials and radiological/nuclear threats regardless of the source or cause. It specifically relates to a response capability, the development of response guidelines, the implementation of cooperative assistance agreements, the coordination of related training, and the essential legislation of preventive and protective measures.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine the capability of the jurisdiction to monitor and control exposure of emergency service support personnel and the general public to hazardous/toxic (HAZMAT) and radiological materials (REP & RADEF).

Activity #	Description	Qrtr	Scheduled	Completed
1	Trojan/PGE/DOE/OHD Meetings -	1	10/92	
		2	01/93	
		3	04/93	
		4	07/93	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY93

FUNCTION:

Training and Exercising

QUARTER:

Basic

FUNCTION DEFINITION:

This is a program function which provides for the training of staff, emergency service providers, management and executive personnel. It also provides for testing and exercising the skills and the application of techniques, policies and guidelines of individual jurisdictions and all emergency service providers. It consists of a variety of methods to assure appropriate training that may include attendance at federal, state, local or privately sponsored courses, seminars or workshops.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine the status of the jurisdiction's key personnel in terms of recent emergency management training and exercise participation and the adequacy of the jurisdiction's training and exercise program.

Activity #	Description	Qtr	Scheduled	Completed
Staff Training:				
1	State Workshop - Penny Cnty Chair Sheriff	3	06/93	
		3	06/93	
		3	06/93	
2	Intro to EM Cherie	1	10/92	
OEM Sponsored Training:				
1	ICS Training - ICS Introduction	1	12/92	
		2	03/93	
		3	06/93	
		4	09/93	

Drills & Exercises:

1	Functionaal Exercise - National Security	3	06/93
2	Full Scale Exercises - Natural Hazard	4	09/93
3	Drills - Hazmat Monthly		

Training Program:

1	Develop ICS Finance Class	1	12/92
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FEDERAL EMERGENCY MANAGEMENT AGENCY

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
(GRANTEES OTHER THAN INDIVIDUALS)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b) (c), (d), (e) and (g).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

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MULTNOMAH COUNTY EMERGENCY MANAGEMENT

Organization Name (As appropriate)

Application Number

GLADYS MCCOY, COUNTY CHAIR FOR MULTNOMAH COUNTY

Printed Name

*Gladys McCoy*  
Signature

7/30/92  
Date

## ASSURANCES — NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  x <i>Gladys McCoy</i>	TITLE  GLADYS MCCOY, COUNTY CHAIR BOARD OF COUNTY COMMISSIONER
APPLICANT ORGANIZATION  MULTNOMAH COUNTY OFFICE OF EMERGENCY MANAGEMENT	DATE SUBMITTED

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

MULTNOMAH COUNTY EMERGENCY MANAGEMENT

Organization Name

Gladys McCoy  
Name/Signature

GLADYS MCCOY, COUNTY CHAIR

Application Number

7/30/92  
Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0346-3046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p style="margin-top: 20px;">Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</p> <p style="margin-top: 20px;">Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="margin-top: 10px;">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="margin-top: 20px;">b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center; font-size: small;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____      <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center; font-size: small;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>16. Information obtained through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance may be placed by the payee when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress, semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		<p style="font-size: small;">Authorized for Local Reproduction Standard Form - LLL</p>

Federal Emergency Management Agency

Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17. The regulations were published in the May 26, 1988 Federal Register. Copies of the regulations are available from the appropriate FEMA Regional Office.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property:

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Business Name MULTNOMAH COUNTY OFFICE OF EMERGENCY MANAGEMENT

Date 7/30/92 By GLADYS MCCOY, COUNTY CHAIR  
Name and Title of Authorized

FOR MULTNOMAH COUNTY  
Representative

Gladys McCoy  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out above.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Federal Emergency Management Agency (FEMA) for assistance in obtaining a copy of those regulations (44 CFR Part 13).

6. The prospective primary participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA for entering into this transaction.

Instructions Continued:

7. The prospective primary participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

## FISCAL YEAR 1993 COMPREHENSIVE COOPERATIVE AGREEMENT

### AGREEMENT ARTICLES

These articles, along with all relevant portions of the Standard Assurances, (Standard Form 424B or 424D), are a binding part of the Agreement and are uniform for all States. They are compatible with Federal Emergency Management Agency (FEMA) and other applicable Federal statutes, regulations, and guidance.

#### Article I. Purpose

- A. The purposes of this Agreement are: (1) to assist in consolidating a statewide Integrated Emergency Management System dealing with emergencies ranging from those caused by natural and technological hazards to national security hazards such as conventional war and attack, with emphasis on developing capabilities to save lives and protect property; (2) to facilitate the delivery and use of authorized and appropriated FEMA financial and technical assistance to State and local governments; and (3) to enable the State to exercise management discretion in achieving the specified and agreed-upon objectives.
- B. This Agreement provides a funding, operating, and reporting instrument for the accomplishment of agreed-upon activities and products under the included program activities or funding sources. The Agreement also allows the State some discretion to make use of the program resources in the accomplishment of agreed-upon objectives and some flexibility in the distribution of resources under the Agreement, within the limits of Federal law and accountability requirements. The Agreement, in particular requires that the programs apply to preparedness for national security hazards such as strategic enemy attack as well as to natural and technological disaster, and that other disaster preparedness and mitigation measures can contribute to national security preparedness and vice versa. The terms "national security" and "attack," as defined in II.B. below, cover the following means: sabotage or by use of bombs, shellfire, or atomic radiological, chemical, bacteriological, or biological means or other weapons or processes, including a strategic and/or tactical strike on the United States.

#### Article II. Scope of Work

- A. Objectives to be accomplished and project results to be produced by the State and its subgrantees are specified in each program statement of work as agreed to in legal obligation by the Signatory Officials on the Assistance Award/Amendment, FEMA Form 76-10. Local governments,

likewise, must be legally bound by agreements with the State for the performance of objectives for which they receive funds through the State from FEMA under this Agreement. Statements of work must clearly describe objectives, their expected end products, and milestones to be met. The statements of work are developed from requirements set forth in the Annual Program Requirements Annexes.

- B. In every program funded under the Federal Civil Defense Act, statements of work must specifically provide for measures and project results for national security preparedness, including attack preparedness as defined in 3. below. For the sake of clarity, consistency, and legal efficacy, the following definitions apply whenever the terms are used in the statements of work or elsewhere in the Comprehensive Cooperative Agreement.

1. The term DUAL USE OF CIVIL DEFENSE is applied in the context of encouraging the use or adaptation for use of national security planning, response and necessary capabilities and resources in all natural, technological, and attack-related emergencies. The term DUAL USE OF CIVIL DEFENSE SUPPORTED RESOURCES means that there is a primacy of resource use to accomplish national security preparedness objectives, while acknowledging that the objectives accomplished may be of benefit in preparing for and responding to major life threatening natural and technological disasters. Direct use of one program's resources by another is not the intent of Congress. If, however, there are civil defense supported resources available after accomplishment of national security preparedness objectives, they may be applied to peacetime disaster preparedness objectives provided that such use is consistent with, contributes to, and does not detract from attack preparedness. Priority use of resources must be assigned to the program for which Congress appropriated the funds.
2. The term NATIONAL SECURITY ATTACK means any attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the United States in any manner by sabotage or by use of bombs, shellfire, or atomic radiological, chemical, bacteriological, or biological means or other weapons or processes. Consideration of the manner of such NATIONAL SECURITY ATTACK shall not exclude a strategic and/or tactical nuclear strike on the United States.

3. The term ATTACK means a strategic war strike by a hostile government or enemy party directed at multiple targets within the geographical boundaries of the United States.
4. The term ATTACK PREPAREDNESS means activities undertaken to prepare for the protection of citizens in the event of a strategic attack upon the United States. The purpose of such preparedness is to enhance the survivability of the American people and its leadership in the event of an attack, thereby improving the basis for eventual recovery and reducing the Nation's vulnerability to a major attack.
5. The term CIVIL DEFENSE SUPPORTED RESOURCES means all persons, equipment, facilities, training, and other activities supported in whole or in part by funds appropriated pursuant to the Federal Civil Defense Act.

#### Article III. Period of Performance

The period of performance for this Agreement shall be the Federal Fiscal Year 1993 from October 1, 1992 through September 30, 1993, except for final reports, audit requirements, and necessary longer periods which have been authorized and agreed upon for particular programs. Schedules for interim objectives during the performance period are shown where applicable in each program activity statement of work.

#### Article IV. Agreement Officials

##### A. State

1. The State Signatory Official is the Governor or the Governor's designee, who is responsible for committing the State to the terms of this Agreement.
2. The State Project Manager, as named on the FEMA Form 76-10, Assistance Award/Amendment, shall be the principal State Official responsible for planning, reporting on, and assuring performance of objectives and accomplishment of results defined in the State's overview narrative.

##### B. Federal

1. The FEMA Signatory Official for award of the CCA shall be the FEMA Regional Director, as the principal FEMA official responsible for committing the Federal Government to the terms of this Agreement.

2. The CCA Management Administrator (MA) or Assistance Officer (AO), to be shown in block 8 on the Assistance Award/Amendment sheet, shall be the FEMA regional official delegated authority by the Regional Director to be responsible for Federal financial and administrative requirements of this Agreement. This individual may be the signatory official for amendments.
3. The CCA Management Administrator (MA), as named on the FEMA Form 76-10, Assistance Award, shall be the principal FEMA regional official responsible for working with the State Project Manager and the Regional Program Managers to ensure accomplishment of the overall CCA objectives. This official's authority derives from the Regional Director, who determines the working relationship between the CCA Management Administrator and other regional officials charged with specific program missions and who have responsibilities for coordination with specific States.
4. Each Regional Program Manager (PM) assists the State in developing the statement of work for a specific program or programs and is substantially involved in monitoring, providing technical assistance for, and evaluating the State's work in their respective program areas.

Article V. Costs, Award Amounts, and Payments

- A. FEMA shall not be liable under this Agreement for any amount greater than the current total award amount on the FEMA Form 76-10, Assistance Award or Amendment.
- B. No costs eligible under this Agreement shall be incurred before October 1, 1992. Through the FEMA Form 76-10, Assistance Award/Amendment, the State is notified of the specific amount of funds made available from each funding source, subject to approval by both Federal and State officials.
- C. The State is authorized to receive payment under this Agreement in accordance with the conditions and procedures specified in CPG 1-32, FEMA Financial Assistance Guidelines. The State's SMARTLINK payment account with FEMA shall be used for CCA funding. In the absence of a SMARTLINK payment account, the State shall submit Standard Form 270, Request for Advance or Reimbursement, to request advances and reimbursements. Procedures for the establishment and operation of a SMARTLINK payment account are contained in Chapter 9 of CPG 1-38.

Article VI. Reports

- A. Reporting shall be in accordance with CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement, which prescribes the use of a computerized database in place of paper documents (for quarterly performance reports). All performance and financial reports, including the final performance report but excluding the final financial report, are due within 30 days after the end of each quarter.
- B. All performance reports shall be made by updating progress information for each program using the Computerized Activities-Results List database. Reports are due within 30 days after the end of each quarter, including the fourth and final. Each report incorporates and supersedes the report prior to it. Any significant deviation of quantities completed for an output requires a narrative explanation to facilitate regional monitoring and technical assistance.
- C. FEMA Form 20-10 is used for quarterly financial reporting. The final financial report, as well as other closeout information (including lists of publications produced, and a cumulative listing of Federally-owned property), is due within 90 days after the end of the Fiscal Year. If a program has an end-date extended later than the end of the Fiscal Year, then a supplement to the final financial report must be submitted for that program within 90 days after the end of the performance period.
- D. Specific management information requests or requirements stipulated in the Annual Program Requirements Annexes for individual programs shall be provided in addition to the performance and financial reports as prescribed above.

Article VII. Budget Revisions

Within each designated program, the State may transfer funds among cost categories (object class categories) subject to the following conditions:

- A. Cumulative amounts not to exceed 20 percent of the total amount budgeted for a program may be transferred from any one object category to one or more other object categories, except indirect cost, without prior approval and without restriction. (This 20 percent transfer applies only to previously approved object categories.)

- B. Transfers in excess of 20 percent of the total amount budgeted for the program are permitted, provided that the State notifies FEMA and that the FEMA Signatory Official does not disapprove of the transfer within 30 days after notification.
- C. No transfers shall be made that result in failure to meet program objectives and management information requests or that are inconsistent with law and FEMA regulations.

Article VIII. Reprogramming and Reallocation

- A. Funds awarded to the State for any program under this Agreement, which are determined to be surplus to the State's needs, may be deobligated by FEMA regions for possible reallocation to another State. Reprogramming of funds to another program is done by FEMA headquarters. The Regional Director has authority to reallocate funds within the same program from one State to another during the first 9 months of the fiscal year. This authority reverts to headquarters during the last 3 months of the fiscal year, starting July 1. The reallocation authority of the Regional Director does not apply, however, to any sums withheld from a State due to penalty or sanction.
- B. At the end of each quarter except the final quarter, the State shall determine and inform the Regional Director of any surpluses or anticipated surpluses in funding that cannot or will not be used in completing work under the Agreement for each program. Similarly, the State shall report any deficiencies or anticipated deficiencies in funding needed to complete any Agreement objectives that cannot be met. Notification to the region on fund utilization is especially critical after the second quarter. If surpluses are desired to be used in another program area or for new initiatives, Article VIII.A. and Article XII. apply. This report shall, to the extent possible, be submitted with the quarterly financial and performance reports.

Article IX. Emergency Use of Resources

In accordance with the objectives of this Agreement, and in order to enhance State emergency management, including emergency response capability, any personnel, supplies, equipment, and facilities funded in whole or in part within this Agreement may be employed in emergency operations in connection with natural or technological disasters, without change in funding among programs, subject to the following conditions:

- A. Such use shall not detract from, nor be allowed to prevent, accomplishment of the objectives set forth in the statement

of work for the program activity under which those resources are funded.

- B. The primary use of any resources funded under this Agreement shall be to accomplish the objectives of the program activity under which it is funded.
- C. The temporary reassignment of personnel otherwise authorized by this Agreement must be justifiable because of an urgent need for staff or due to the occurrence of a natural disaster as defined in Section 3 (Definitions) of the Federal Civil Defense Act of 1950, as amended.
- D. Expenses above the ordinary salary or normal program expense to support the resource (e.g., travel, per diem, etc.) must be paid by the emergency activity to which the resource is temporarily assigned.
- E. No individual shall be hired or other resources acquired under this Agreement for the sole or principal purpose of use in an emergency or disaster.
- F. Personnel supported under the Act in whole or in part through contributions may be assigned to emergency response operations for up to 30 consecutive days at the discretion of State officials, with extensions to longer periods upon request. The Regional Director may grant an extension up to 90 consecutive days. The Associate Director for State and Local Programs and Support may grant an extension of longer than 90 days (to the end of the fiscal year). Disaster response work during such an extension period should be documented by amendment to the CCA as contributing to the comprehensive emergency management state of preparedness, which includes national security attack-related civil defense. For programs whose personnel are supported in whole under the Act, when work or objectives are altered due to such extension, the FEMA and State Signatory Officials may decrease the scope of work by amendment to the CCA.
- G. An accounting audit trail must be maintained for any such use of resources.
- H. In the event the recipient fails to comply with paragraphs A. through G, the Regional Director shall have the right to require that use of those resources be compensated by non-FEMA sources or to disallow such use of funds.

#### Article X. Nonperformance

- A. In keeping with the concept of integrated emergency management and civil defense, a State is expected to participate in all programs for which funding is offered,

unless extenuating circumstances warrant exclusion of a program or programs. With regard to funding under the civil defense program, the refusal of a State to participate in national security preparedness programs and activities constitutes cause for withholding or withdrawal of civil defense funding, as determined by the Regional Director and the Director, FEMA.

- B. Failure of the State to accomplish the objectives in the statements of work or failure to meet the reporting requirements set forth in Article VI above, may subject the State to the withholding of funds provided under this Agreement, or to collection of such funds already expended.
- C. Failure of the State to accomplish the objectives in its statements of work or meet reporting requirements for the previous fiscal year may subject the State to a diminished or withheld award of funds provided under this Agreement, as determined by the Regional Director. The award of funds under this CCA is contingent upon successful completion of the previous year's CCA work. A recipient earns renewed stewardship of Federal funding by successfully completing previous stewardship assignments.
- D. Any funds which become available to FEMA from the imposition of sanctions revert to FEMA headquarters.

Article XI. General FEMA Administrative/Regulatory Provisions

- A. The State, for itself and any subgrantees, and FEMA agree to carry out program, administrative, and fiscal aspects of this Agreement in accordance with the policies and procedures in A FEMA Guide to the Comprehensive Cooperative Agreement, CPG 1-38; FEMA Financial Assistance Guidelines, CPG 1-32; CCA General Program Guidelines, CPG 1-3; and Administrative Guidelines for FEMA Assistance Programs, FEMA Manual 2100.2. Legal documents specified in the Annual Program Requirements are hereby incorporated by reference to the applicable programs.
- B. The Applicant for itself and its subgrantees, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including Executive Order 12372 and revised OMB Circular A-87 as they relate to the application, acceptance, and use of Federal funds for all federally assisted projects to be carried out under the terms of this Comprehensive Cooperative Agreement. The Applicant also assures and certifies that:
  - 1. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and

Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

2. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
3. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
4. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
5. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. -1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
6. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer or such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

7. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" including, but not limited to, the "Lobbying Revision" published in vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).
8. It will comply with the provisions of Executive Order 11246 of September 24, 1965, as amended, and with the rules, regulations and relevant orders of the Secretary of Labor to the end that no contractor will discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex or national origin; and that contractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. In further fulfillment of this assurance, the applicant will assure that all contractors will include the appropriate equal opportunity clause as set forth in CPG 1-32 pursuant to Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor.
9. It will comply with the provisions of Executive Order 10582 ("Buy American"), which stipulates that Federal funds which are provided to the States through the CCA be used to purchase material produced in the U.S., unless its cost is more than 6% higher than comparable foreign-produced material. The President or the Director, FEMA, can grant exceptions for national security purposes. (See E.O. for exact language.)

## Article XII. Amendments

- A. State-initiated changes in the Agreement shall be submitted in accordance with CPG 1-32, FEMA Financial Guidelines, and CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement. The approved statement of work must be revised within the general scope of the pertinent Annual Program Requirements Annex, along with written justification for the change. In addition, changes to the budget are to be submitted as a revision of the data on the Budget Information forms used for the original budget estimate (SF 424A or 424C). The FEMA Signatory Official uses the FEMA Form 76-10, Assistance Award/ Amendment, to offer proposed amendments to the State or to notify the State of approval

of a State-initiated amendment. The FEMA Form 76-10 is also used to record and report all funding actions pertaining to the Agreement, and provides a summary of the status of funding as of the date of the most recent funding action.

- B. FEMA reserves the right to deobligate funds already made available to the recipient through this instrument. This action may be necessary because of Federal funding cutbacks required by Federal deficit reduction legislation. All other remedies, however, will be exhausted before such deobligation is used.

#### Article XIII. Audit Provisions

The State is required to have an audit conducted in accordance with Public Law 98-502, the Single Audit Act of 1984. Implementation requirements of this law are established by the regulations in OMB Circular A-128 (and OMB Circular A-133, as appropriate). FEMA's implementing regulations appear at 44 CFR Part 14, Administration of Grants: Audits of State and Local Governments. OMB Circular A-128 provisions are set forth in Appendix A of 44 CFR Part 14.

#### Article XIV. Equal Opportunity in Preparedness

Emergency preparedness that discriminates, deliberately or inadvertently, against any person or group of persons on the basis of race, sex, age, handicap, language, or other condition by failing to provide for equitable protection, information, relief, and other assistance for all persons under the aegis of the State or local jurisdiction is acknowledged to be against the law. Planning, training, and other pertinent activities or products that discriminate shall not be acceptable as meeting the terms of this Agreement.

- A. In particular, emergency planning, public information and resources shall address the special needs of the mentally or physically handicapped, the elderly, the illiterate, the non-English speaking, the institutional, and any other to whom standard preparedness provisions might not apply or suffice.
- B. Affirmative effort shall be made to obtain participation from women, minorities and handicapped persons as well as the general public in consideration of preparedness measures, in the delivery of training, and in the implementation of emergency actions.
- C. FEMA's equal opportunity checklist system reports State and local compliance with the emergency preparedness requirements of this Agreement. The CCA recipient agency is responsible for ensuring that the checklist is used

according to instructions issued by and available from FEMA's Office of Equal Opportunity.

Article XV. Substantial Federal Involvement

The FEMA regional office is substantially involved in working with each State through its CCA from initiation to completion in: collaborating on development of statements of work; monitoring State performance to ensure timely, quality results; providing on-site visits, training, and technical assistance to States; and accepting or rejecting State work products or outputs. The FEMA national office is substantially involved in establishing program and financial policies and in managing and coordinating overall CCA process procedures and information.

Article XVI. Interagency Coordination

The State shall identify any Federal financial and technical assistance from a non-FEMA source which impacts on any FEMA-supported program. The State shall also explain any interrelationships between non-FEMA Federal sources and FEMA-supported programs on outputs or products being produced jointly. This information should be included by the State in the statement of work for any program to which it applies.

Article XVII. Use of Civil Defense Resources in National Security Crisis

- A. In the event a national security crisis should arise, the Director, FEMA, may redirect State use of civil defense-supported resources under this Agreement to prepare against the crisis. The redirected resources are to be used in connection with a "surge" effort whereby national security preparedness resources could be vastly and rapidly increased. The Director may direct the manner of obligation of these resources consistent with overall civil defense national security objectives.
- B. "Surge" resources can be unilaterally obligated to State and local governments by FEMA, in amounts specified by Congress, by assent of each State recipient to this Article. The amounts of funding for specific kinds of resources and any terms and conditions will be issued by the Director, FEMA. Negotiation and bilateral agreement may not be possible but will be considered if time permits.

Article XVIII. Certification of Drug-Free Workplace

Each State is required to complete FEMA Form 20-9A to certify compliance with 44 CFR, Part 17, the regulations implementing the Drug-Free Workplace Act of 1988. The regulations require certification by the recipient, prior to award, that a drug-free

workplace will be maintained. False certification or violation of the certification shall be grounds for suspension of payments or suspension or termination of CCA.

Article XIX. Restrictions on Lobbying

- A. The New Restrictions on Lobbying, 44 CFR, Part 18, (55 Fed. Reg. 6736, February 26, 1990), prohibits recipients of Federal contracts, grants, loans, or cooperative agreements from using appropriated funds for lobbying, that is, paying any person to influence or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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. 44 CFR Section 18.100(a).
- B. This regulation also requires that each person who requests or receives from any agency a Federal contract, grant, loan, or cooperative agreement disclose the payment of non-appropriated funds for the purpose of lobbying which would be prohibited if it were done with appropriated funds. 44 CFR Section 18.100(c).
- C. Each State which requests or receives a CCA shall:
1. Certify that it has not made, and will not make, any payment prohibited by 44 CFR Section 18.100(a); and
  2. Disclose whether it has made or agreed to make any payment using nonappropriated funds which would be prohibited by 44 CFR Section 18.100(a) if made with appropriated funds.
- D. The forms for such certification and disclosure are set forth in Appendices A and B of 44 CFR, Part 18. The certification form (44 CFR, Part 18, Appendix A) provides, "The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers...and that all subrecipients shall certify and disclose accordingly."

Article XX. Closed Captioning of Federally Funded Television Public Service Announcements

The Americans With Disabilities Act (P.L. 101-336) of July 26, 1990, amended the Federal Communications Act of 1934 to require closed captioning of all federally funded public service

announcements (PSA'S) appearing on television. The relevant portion of the law states:

"Section 402. Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal government shall include closed captioning of the verbal content of such announcement. A television broadcast station licensee (1) shall not be required to supply closed captioning for any such announcement without transmitting a closed caption unless the licensee intentionally fails to transmit the closed caption that was included with the announcement".

Article XXI. Certification of Debarment or Suspension

As required by Executive Order 12549 and 44 CFR, Part 17, Subparts A-E, Common Rule for Governmentwide Debarment and Suspension (Nonprocurement), an applicant (State or local) for funding must:

- A. Submit, prior to award, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions which states that the applicant and its principals have not been debarred or suspended from participation in nonprocurement Federal programs.
- B. Not knowingly enter into any lower tier transaction with a sub-recipient who is debarred or suspended. A lower tier covered transaction under a grant or cooperative agreement includes nonprocurement transactions, procurement contracts for goods and services that equal or exceed \$25,000, and procurement contracts for goods and services regardless of amount, under which that person would have a critical influence or substantive control over that transaction. Such persons are principal investigators and providers of Federally-required audit services.
- C. Agree to require the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, provided by FEMA, without modification, to lower tier covered transactions and in all solicitations for lower tier covered transactions.

A recipient/subrecipient shall not knowingly do business with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from transactions under Federal nonprocurement programs. Violations of this restriction may result in disallowance of costs, annulment or termination of award, issuance of a stop work order, debarment, or suspension.

The Debarment and Suspension Certifications and requirements for primary and lower tier transactions are set forth in 44 CFR, Part 17.

## EMA FUNDING REQUIREMENTS

### STATE RESPONSIBILITIES

In order to qualify under this program, Oregon Emergency Management is responsible for:

1. Fulfilling the eligibility requirements to participate in the EMA Program;
2. Complying with Federal policy, regulations and procedures;
3. Determining that local emergency management agencies meet Federal eligibility requirements;
4. Determining additional State eligibility requirements for local emergency management agencies;
5. Making equitable allocations of Federal funds among localities in accordance with FEMA guidelines;
6. Providing assistance and guidance to local participants related to their eligibility, conformance, and administration of the EMA Program; and
7. Evaluating performance of local participants and their compliance with Federal standards.

### LOCAL RESPONSIBILITIES

Local emergency management agencies are responsible for:

1. Fulfilling the eligibility requirements to participate as subgrantees of the State in the EMA Program;
2. Complying with Federal policy, regulations, and procedures; and
3. Complying with additional State eligibility requirements.

## ELIGIBILITY REQUIREMENTS

Among the primary requirements for eligibility both the local and State emergency management agencies must (1) be established by law; (2) have a full or part-time Emergency Program Manager; and (3) have an EOP that conforms to the requirements as set forth in paragraph 2-6a., CPG 1-3 and in CPG 1-8. The EOP must be approved by the local chief executive or other authorized official and accepted by the Governor or other authorized State official as being consistent with the State's EOP.

Continuing eligibility is contingent upon the local jurisdiction meeting agreed upon program and exercise requirements. Additional requirements are specified in the previously mentioned documents.

## STATE ALLOCATIONS TO ELIGIBLE LOCAL GOVERNMENTS

According to Federal guidance, States are to consider all areas for funding, giving priority to jurisdictions in the following order;

1. Existing jurisdictions participating with a substantial record of accomplishment in emergency management (Oregon will be working on a more equitable funding method next year);
2. Jurisdictions considered more vulnerable to attack or natural or technological disaster;
3. Jurisdictions expected to support more vulnerable areas, either as reception areas or as primary suppliers of relief and recovery assistance;
4. Participants or proposed participants that meet FEMA's recommended standards for staffing and other capabilities;
5. Jurisdictions able to provide all or part of the non-Federal cost sharing for the program.

FEMA has established that the suballocation to local governments should be at least two-thirds of the total EMA allocations. This requirement has been fulfilled in that Oregon's EMA allocation to local government has and continues to exceed 2/3 of the total available funding.

## EMA PERSONNEL COMPENSATION AND BENEFITS

Along with the routine requirements for reimbursement of personnel expenses the guidance directs that "compensation for emergency management employees must be reasonable in light of services rendered and consistent with payment rates for similar work in other activities of the State or local government. Further that "personnel will not be funded full-time under EMA, unless they are performing emergency management program elements included and identified in an approved State or local statement of work, are required by such projects, and their job description requires full time devoted to the function, and that they are specifically approved in the annual submission.

Meeting Date: JUL 30 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Proclamation Awarding Thousand Cranes Peace Award

BOARD BRIEFING: \_\_\_\_\_ (date) REGULAR MEETING 7/30/92 (date)

DEPARTMENT Non-dept DIVISION BCC

CONTACT Karen Belsey TELEPHONE 248-5237

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 min - [9:30am time certain request

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):

Recognizing Dr. Philip Harder, Ecumenical Minister for PSU, for his role as a model peacemaker and honoring him with the 1992 Thousand Cranes Peace Award.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 23 AM 11: 23

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *[Signature]*

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Gave Original of Proc. 92-133 to Karen Belsey 8-7-92.*

# 1992 THOUSAND CRANES PEACE AWARD

Before the Board of Multnomah County Commissioners for Multnomah County, Oregon.

In the matter of recognizing

DR. PHILIP HARDER

for his contribution to peace in Multnomah County and awarding him the first annual  
Thousand Cranes Peace Award

WHEREAS

August 6, 1992 marks the 47th anniversary of the bombing of Hiroshima; and

WHEREAS

the Board of Multnomah County Commissioners are committed to recalling this date  
to remind community members of the destructive capabilities of nuclear weapons  
and of war and to urge them to cultivate avenues for worldwide peace; and

WHEREAS

the Thousand Cranes Peace Award has been developed to recognize the individual or  
entity that has served as a model peacemaker in Multnomah County by:

- ♦ Displaying a commitment to and promotion of non-violent conflict resolution,
- ♦ Reducing our emotional, political, and economic dependence upon nuclear weapons  
through education, action, and economic conversion, and
- ♦ Promoting global understanding, respect, and value for human dignity, and;

WHEREAS

Dr. Philip Harder has been selected by the Thousand Cranes Peace Task Force  
as embodying the characteristics of a model peacemaker in his efforts as a convener,  
an educator and a community leader;

NOW THEREFORE BE IT PROCLAIMED

that the Multnomah County Board of Commissioners does hereby honor  
Dr. Philip Harder, Ecumenical Minister for Portland State University,  
for his role as a convener—bringing people and communities together to learn about and  
understand one another, developing forums within our community to address the recent  
events in Los Angeles and last year, to discuss actions in the Persian Gulf, and for his role  
as an educator—teaching courses focused on peace and justice worldwide and  
working with organizations and individuals to build understanding locally, nationally,  
and internationally thereby cultivating greater opportunities for peace.

PROCLAMATION 92-133



Adopted this 30th day of

July,

1992

Board of County Commissioners  
for Multnomah County, Oregon; by

*Gladys McCoy*  
Gladys McCoy  
Multnomah County Chair



# 1992 THOUSAND CRANES PEACE AWARD



*Before the Board of Multnomah County Commissioners for Multnomah County, Oregon.*

*In the matter of recognizing*

**DR. PHILIP HARDER**

*for his contribution to peace in Multnomah County and awarding him the first annual  
Thousand Cranes Peace Award*

**WHEREAS**

*August 6, 1992 marks the 47th anniversary of the bombing of Hiroshima; and*

**WHEREAS**

*the Board of Multnomah County Commissioners are committed to recalling this date  
to remind community members of the destructive capabilities of nuclear weapons  
and of war and to urge them to cultivate avenues for worldwide peace; and*

**WHEREAS**

*the Thousand Cranes Peace Award has been developed to recognize the individual or  
entity that has served as a model peacemaker in Multnomah County by:*

- ♦ *Displaying a commitment to and promotion of non-violent conflict resolution,*
- ♦ *Reducing our emotional, political, and economic dependence upon nuclear weapons  
through education, action, and economic conversion, and*
- ♦ *Promoting global understanding, respect, and value for human dignity, and;*

**WHEREAS**

*Dr. Philip Harder has been selected by the Thousand Cranes Peace Task Force  
as embodying the characteristics of a model peacemaker in his efforts as a convener,  
an educator and a community leader;*

**NOW THEREFORE BE IT PROCLAIMED**

*that the Multnomah County Board of Commissioners does hereby honor  
Dr. Philip Harder, Ecumenical Minister for Portland State University,  
for his role as a convener—bringing people and communities together to learn about and  
understand one another, developing forums within our community to address the recent  
events in Los Angeles and last year, to discuss actions in the Persian Gulf, and for his role  
as an educator—teaching courses focused on peace and justice worldwide and  
working with organizations and individuals to build understanding locally, nationally,  
and internationally thereby cultivating greater opportunities for peace.*

PROCLAMATION 92-133



*Adopted this 30<sup>th</sup> day of*

**JULY**

1992

*Board of County Commissioners  
for Multnomah County, Oregon; by*

*Gladys McCoy*  
Gladys McCoy  
Multnomah County Chair



**MULTNOMAH COUNTY OREGON**

NEWS

CONTACT: Teri Duffy, Public Information Officer, 248-3308  
Karen Belsey, 248-5237

PHOTO, VIDEO, AUDIO OPPORTUNITY: YES

IMMEDIATE RELEASE

THOUSAND CRANES PEACE AWARD RECOGNIZED BY MULTNOMAH COUNTY BOARD

On Thursday, July 30, 1992 at 9:30 A.M., the Multnomah County Board of Commissioners will award it's first annual Thousand Cranes Peace Award to Reverend Philip E. Harder, ecumenical minister at Portland State University's Campus Ministry. The award presentation will be held in Room 602 of the Multnomah County Courthouse at 1021 S.W. Fourth Ave. as part of the County's annual Hiroshima remembrance ceremony.

Reverend Harder has been with PSU's Campus Ministry since 1977 where he has been involved in numerous community and educational activities. Harder has taught classes at Portland State on topics ranging from conditions for world peace to liberation ethics. In addition, he serves on the Recruitment and Retention of Minority Students Committee as well as the McConnell Lecture Committee.

Harder, a longtime member of Ecumenical Ministries of Oregon (EMO), has served on the organization's Refugee, Immigration and International Ministry Committees and EMO's Middle East Task Force.

-more-

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 24 PM 1:31  
MULTNOMAH COUNTY  
OREGON

Multnomah County's Thousand Cranes Peace Award recognizes Rev. Harder as a model peacemaker of Multnomah County for his exemplary achievement and efforts as a convenor, an educator and a community leader in promoting global understanding, respect and value for human dignity.

In August of 1991, the Multnomah County Board of Commissioners created a County Peace Task Force whose charge was to establish an annual award to recognize citizens actively promoting peace and a non-nuclear future for Multnomah County. The Task Force included representatives from Physicians for Social Responsibility, Portland Chamber of Commerce, Social Investment Forum, Oregon Peace Institute, Educators for Social Responsibility, Foundation for Global Community and the Multnomah County Board of Commissioners.

The Thousand Cranes Peace Award commemorates the actions of a young Japanese girl who contracted leukemia from the nuclear explosion in Hiroshima. Sadako believed if she could fold 1,000 paper cranes she would recover from her illness. Since that time, the folded crane has become a worldwide symbol of peace and hope.

# # #

Meeting Date: JUL 30 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

**ORIGINAL**

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: A housing allowance for chaplains serving the Multnomah County Jails

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ REGULAR MEETING July 30, 1992  
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Executive

CONTACT Larry Aab, Sheriff's Exec Asst TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 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):

Multnomah County Sheriff's Office is asking for an approval in the matter of a housing allowance for chaplains serving the Multnomah County Jails. 26 USC 107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper  
(Sheriff) *JS*

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Sent Copy of Resolution 92-134 to Larry Aab 8-7-92.*

1992 JUN 20 11:11:12  
MULTNOMAH COUNTY  
GREGG  
BOARD OF  
COUNTY COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

1 In The Matter Of A Housing )  
2 Allowance For Chaplains ) RESOLUTION  
3 Serving The County Jails ) 92-134  
4

5 WHEREAS, the Multnomah County Sheriff's Office employs  
6 Joyce Borders and Louis Kyle as chaplains serving inmates and  
7 employees at the County jails, and  
8

9 WHEREAS, the Sheriff's Office does not provide housing to  
10 either chaplain, and  
11

12 WHEREAS, 26 USC 107(2) allows clergy to exclude from the  
13 calculation of their gross income the housing allowance paid as  
14 part of their compensation, to the extent used by them to rent  
15 or provide a home, now  
16

17 THEREFORE BE IT RESOLVED, that Joyce Borders be allowed to  
18 designate \$360.00 per month of her compensation as a housing  
19 allowance, and that Louis Kyle be allowed to designate \$650.00  
20 per month of his compensation as a housing allowance, subject  
21 to the requirements and limitations of internal revenue law.  
22  
23  
24  
25  
26

Page

ADOPTED this 30th day of July, 1992.



By *Gladys McCoy*  
GLADYS MCCOY, COUNTY CHAIR  
MULTNOMAH COUNTY, OREGON

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*  
SANDRA N. DUFFY  
ASSISTANT COUNTY COUNSEL

Counsel 634

Meeting Date JUL 30 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: ODOT Abandonment and Retention Agreement for Certain State Highways

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Larry Nicholas TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Larry Nicholas

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):

The State, Multnomah County, and City of Troutdale entered into a Memorandum of Understanding on July 25, 1991, regarding the timely completion of several needed highway improvements in Troutdale and Multnomah County. The attached Abandonment and Retention Agreement formalizes the terms of the Memorandum of Understanding including the State's contribution of \$240,000 to the City for construction of the project, the transfer of a section of Crown Point Highway and Graham Road to the County and the transfer of frontage road to the City.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_  
Or  
DEPARTMENT MANAGER *Larry Nicholas*

(All accompanying documents must have required signatures)

3706V/9917V

1992 JUL 13 PM 1:29  
MULTNOMAH COUNTY  
CLERK'S OFFICE

*Sent Original OBA & Contract to Bob Pearson 8-7-92.*



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 300283

MULTNOMAH COUNTY OREGON

Amendment # \_\_\_\_\_

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></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><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-3</u> DATE <u>7/30/92</u></p> <p style="text-align: center;"><i>Carrie A. Pearson</i> BOARD CLERK</p>
--	--	--

Department Environmental Services Division Transportation Date 7/17/92

Contract Originator Bob Pearson Phone 5050 Bldg/Room 425

Administrative Contact same as above Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract County to accept jurisdiction and control of Crown Point Hwy from 244th Ave. to west end of Sandy River Bridge and establish as a county road and improve the road with participation of Oregon Department of Transportation.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Oregon Dept. of Transportation

Mailing Address 9002 SE McLoughlin Blvd.  
Milwaukie, OR 97222

Phone (503) 653-3090

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon signature

Termination Date N/A

Original Contract Amount \$ 0

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 0

**REQUIRED SIGNATURES:**

Department Manager *[Signature]*

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel *Peter [Signature]*

County Chair/Sheriff *Sharon [Signature]*

Contract Administration (Class I, Class II contracts only) \_\_\_\_\_

Remittance Address \_\_\_\_\_ (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date 7-20-92

Date \_\_\_\_\_

Date 7-20-92

Date 7/30/92

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.	150	030	6101								
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

6/19/92

## ABANDONMENT AND RETENTION

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State", and MULTNOMAH COUNTY, acting by and through its Board of County Commissioners, hereinafter referred to as "County"; and the CITY OF TROUTDALE, acting by and through its Elected Officials, hereinafter referred to as "City".

### WITNESSETH

#### RECITALS

1. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Crown Point Highway, State Secondary Highway No. 125, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. This Highway also passes through a portion of the City of Troutdale and Multnomah County jurisdiction and primarily serves as a local arterial.
3. State and City entered into agreement No. 8583 date January 6, 1986 concerning the preliminary engineering for the eventual reconstruction of the "Halsey-Kibling" section of Crown Point Highway. State has completed the preliminary engineering for the project and plans have been submitted to the City. The agreement is attached as "Exhibit A" and by this reference made a part hereof.
4. On July 25, 1991, State, County and City entered into a Memorandum of Understanding to enable the timely completion of several needed highway improvements in Troutdale and Multnomah County including: the construction of the "Kendall-Kibling" section of Crown Point Highway and State's contribution of \$240,000 to the City for said project; construction of the Graham Road Bridge project; the transfer of Crown Point Highway and Graham Road to the County; the transfer of the frontage road along the I-84 on-ramp and the 40 foot access easement to City by the State. This Memorandum of Understanding is attached as "Exhibit B" and by this reference made a part hereof.
5. By the authority granted in ORS 366.290(3) and with the written consent of the County in which a particular highway or part thereof is located, the department may, when in its opinion the interests of the State will be best served, eliminate from the state highway system any road or highway or part thereof. Thereafter the road or highway or part thereof eliminated shall become a county road or highway, and the construction, repair, maintenance, or improvement

and jurisdiction over such highway shall be exclusively under the county in which such highway or road is located.

6. Pursuant to ORS 366.395(2), the State may sell, lease, exchange or otherwise dispose of such real or personal property in such a manner as in the judgment of the department will best serve the interests of the State and will most adequately conserve highway funds.

NOW, THEREFORE, the premises being in general as state in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

#### STATE OBLIGATIONS

1. State shall, by resolution, formally eliminate Unit A as a portion of the Crown Point Highway and the state highway system. Said resolution shall be initiated upon execution of this agreement. All right, title, and interest of State in the unit shall pass to and vest in the County. Any right-of-way being transferred in which State has incidence of title shall be vested in County so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert to State. Unit A is indicated on the map attached hereto, marked "Exhibit C", and by this reference made a part hereof and is also described as follows:

All the land within the right-of-way boundaries of the Crown Point Highway, State Secondary Highway No. 125, from its interesection with N.E. 244th Avenue (M.P. X0.04) near its intersection with I-84, eastward to the west end of the Sandy River Bridge (M.P. 1.85). All land within Unit A lies in Sections 25, 26 of Township 1 North Range 3 East Willamette Meridian; Multnomah County, Oregon.

2. State agrees to furnish County any maps, records, permits, and any other related data available that may be required to administer the operation of Unit A as a part of the County road system.

3. State shall, upon County's award of contract for the "Kendall-Kibling" project on Crown Point Highway, forward to City \$240,000 to the City.

#### COUNTY OBLIGATIONS

1. Prior to award of contract, County shall submit final plans, specifications, and estimates to City and State for review and approval. Approval shall include, but not be limited to, consistency with the Troutdale Downtown Road Utility Undergrounding and Street Lighting Improvement Project Plans for LID No. 90-002.

2. County agrees to accept all of State's right, title, and interest in Unit A; to accept jurisdiction and control over the unit; and to maintain the unit as a portion of its County road system as long as needed for the service of persons living thereon or a community served thereby. Any right-of-way being transferred in which State has any incidence of title shall be

vested in County so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert back to State.

3. Upon the transfer of the Crown Point Highway to the County, County will have completed final plans, specifications and estimates for improving the section of the highway from "Kendall-Kibling".

4. County shall enter into and execute this agreement during a duly authorized session of its Board of county Commissioners.

#### CITY OBLIGATIONS

1. City agrees State dollars transferred to City must be used for the purpose of improving Crown Point Highway consistent with the State produced preliminary engineering plans and specifications for Crown Point Highway from "Halsey to Kibling". Any additional work to the project will be at no cost to State. City will be responsible to account for all expenditures of State funds.

2. City shall adopt a resolution authorizing its designated City officials to enter into and execute this agreement, and the same shall be attached as "Exhibit D", and become a part hereof.

3. City and County shall enter into an intergovernmental agreement identifying specific City and County obligations incurred as part of this agreement, and to allow all construction of this project.

#### GENERAL PROVISIONS

1. The property described as Unit A is relinquished and transferred subject, however, to the rights of any utilities located within said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.

2. The Contractor, 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved the provisions of this agreement on \_\_\_\_\_, 1992. At that time the State Highway Engineer was authorized to sign this agreement for and on behalf of the Commission.

APPROVAL RECOMMENDED

STATE OF OREGON, by and through its Department of Transportation

By \_\_\_\_\_  
Region Engineer

By \_\_\_\_\_  
Program Section Manager

APPROVED AS TO LEGAL SUFFICIENCY

Date \_\_\_\_\_

By \_\_\_\_\_  
Asst. Atty. Gen.

MULTNOMAH COUNTY, by and through its Board of Commissioners

APPROVED AS TO LEGAL SUFFICIENCY

By Gladys McLaughlin  
Chair

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

Date 7/30/92

CITY OF TROUTDALE, by and through its Elected Officials

REVIEWED  
By Peter Livingston  
MULTNOMAH COUNTY COUNCIL

By Sam K Cox  
Mayor

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 7-30-92  
Carrie A. Peterson  
BOARD CLERK

By \_\_\_\_\_  
Auditor

Date 6/23/92

Approved: OSHD Staff  
EDM:bkb  
11/27/85  
Revised 12/5/85

Misc. Contracts & Agreements  
No. 8583

COOPERATIVE IMPROVEMENT AGREEMENT  
PRELIMINARY ENGINEERING

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

W I T N E S S E T H

RECITALS

1. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the state of Oregon, State and City cooperatively plan to perform preliminary engineering work for the eventual reconstruction of the Halsey St.-Kibling St. (Section), Crown Point Highway, hereinafter referred to as "project". The location of the project is approximately as shown on the attached sketch map and by this reference made a part hereof. The project will be financed cooperatively by City and State with the State paying 75 percent and the City paying 25 percent of the project cost.

2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. By the authority granted in ORS 373.020, (1) complete jurisdiction and control of streets taken over by the State is vested in State and extends from curb to curb, or such portion of the right-of-way utilized for highway purposes. Responsibility for and jurisdiction over all other portions of the street or road remains in the City; (2) cities retain the right to grant the privilege to open the surface of any such street or road, but any changes shall be promptly repaired by City at its sole expense; (3) cities retain the right to grant franchises over, beneath, and upon the street, but the State may utilize any storm sewers thereon or thereunder without cost; (4) nothing in this Act relieves any public utility from maintenance and repair or any other obligation required by it under a franchise granted by City.

**Exhibit 'A'**

4. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, with the Department of Transportation for performance of work upon any public highway within the state. When any money or a letter of credit is deposited, the State shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.

5. It is proposed that the project will consist of all preliminary engineering and design work necessary to produce plans, specifications, and estimates for roadway widening that will include drainage, bikepath, parking, and sidewalks.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

#### STATE OBLIGATIONS

1. State shall conduct the necessary field surveys, soils investigations, and perform all preliminary engineering and design work required to produce plans, specifications, and estimates.

2. State shall arrange conferences with the City during the project to review the work in progress. State shall submit plans, specifications, and estimates to City for review and approval prior to the final project billing to City. ✓

3. State shall compile accurate cost accounting records and furnish the City with an itemized statement of the actual final preliminary engineering costs.

#### CITY OBLIGATIONS

1. City shall, upon execution of this agreement, forward to the State an advance deposit in the amount of \$5,562.50, said amount being equal to 25 percent of the estimated total cost of the preliminary engineering required for the project.

Upon completion of the project and receipt from the State of an itemized statement of the actual cost of the project, City shall pay any amount which, when added to the City's advance deposit, will equal 25 percent of the actual total cost of the project. Any portion of said advance deposit which is in excess of 25 percent of the total cost will be refunded to City.

2. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and City Recorder to enter into this agreement, and the same shall be attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City Officials have acted in this matter in accord with Resolution No. 604-R adopted by its City Council on the 10th day of Dec., 1985.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval for this agreement was given on 1-6-86 by CHAIRMAN ANTHONY YTURRI. The delegation order also authorizes the State Highway Engineer to sign this agreement for and on behalf of the Commission. Such authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

By

[Signature]  
Region Engineer

STATE OF OREGON, by and through its Department of Transportation, Highway Division

By

[Signature]  
State Highway Engineer

APPROVED AS TO  
LEGAL SUFFICIENCY

By

[Signature]  
Asst. Attorney General

Date

1-7-19-85

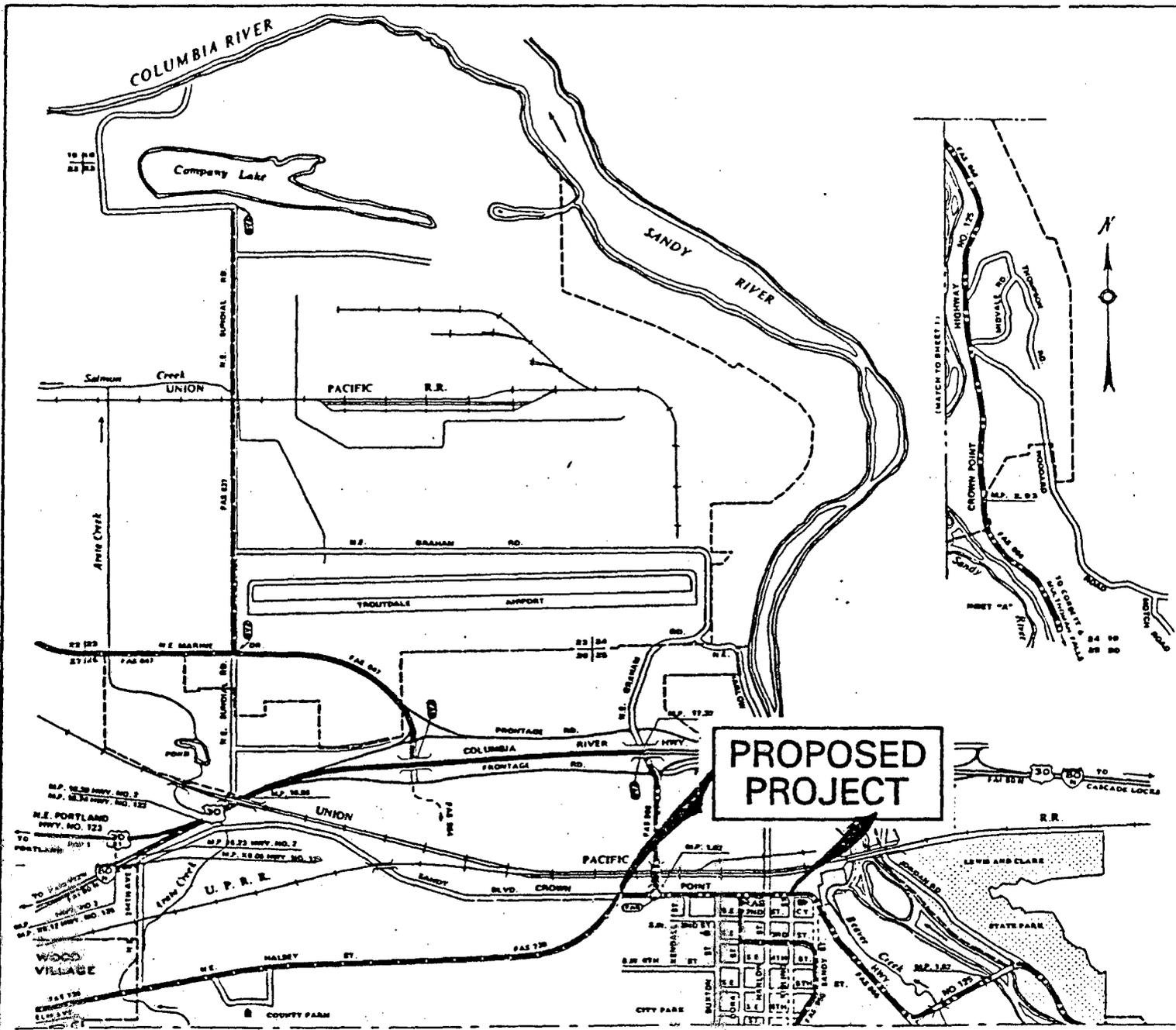
CITY OF TROUTDALE, by and through its City Officials

By

[Signature]  
Mayor

By

[Signature]  
City Recorder



TIN R3E W.M.

# TROUTDALE

MULTNOMAH COUNTY, OREGON

**LEGEND**

- FEDERAL AID INTERSTATE SYSTEM
- FEDERAL AID PRIMARY SYSTEM
- FEDERAL AID SECONDARY SYSTEM - STATE
- FEDERAL AID SECONDARY SYSTEM - COUNTY
- OTHER FEDERAL AID SECONDARY - LOCAL
- TERMINATION OF FA SYSTEM
- DIVIDED HIGHWAY
- UNDIVIDED HIGHWAY - NO. OF LANES
- STREET OPEN FOR TRAVEL
- STREET DEDICATED BUT NOT OPEN

- INTERSTATE NUMBERED ROUTE (FAI)
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- POST OFFICE
- SCHOOL
- CITY CENTER
- R.R. DEPOT
- CITY LIMITS
- PUBLIC BLDG.
- CITY HALL
- COURT HOUSE
- ARMORY
- LIBRARY

DESIGNED BY  
OREGON STATE HIGHWAY DEPARTMENT  
IN ACCORDANCE WITH  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

POPULATION 1,600  
Scale in Feet

SHEET ARRANGEMENT



REVISED FEB 1973

SHEET 1 OF 2 SHEETS

## EXHIBIT A

4 00 00

RESOLUTION NO. 604-R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF TROUTDALE AND THE STATE OF OREGON, DEPARTMENT OF TRANSPORTATION / HIGHWAY DIVISION.

WHEREAS, The City of Troutdale has adopted a downtown concept plan which specifies certain standards and methods of construction or reconstruction; and

WHEREAS, The City of Troutdale wishes to reconstruct the Columbia Scenic Highway from Halsey on the west to just east of City Hall on the east; and

WHEREAS, The existing condition of the roadway requires that a new design and construction effort be expediently undertaken; and

WHEREAS, The City of Troutdale through its utility relocation / undergrounding efforts requires that all overhead utilities be placed below the ground in conduits or other acceptable construction methods; and

WHEREAS, This road improvement project is in the Council adopted Road Capital Improvement Program (CIP) and has been submitted to the State of Oregon for CIP inclusion.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

Mayor Sam Cox be duly authorized to execute an Intergovernmental Agreement by and between the City of Troutdale and the State of Oregon, Department of Transportation / Highway Division; and

BE IT ALSO RESOLVED THAT:

The Department of Community Services be included in the design effort by way of a predesign conferences and periodic progress reviews with the State of Oregon.

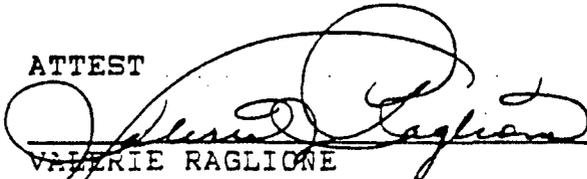
ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS  
10th DAY OF DECEMBER, 1985.

YEAS 6

NAYS 0

  
\_\_\_\_\_  
SAM K. COX, MAYOR  
Date Signed 12/11/85

ATTEST

  
\_\_\_\_\_  
VALERIE RAGLIONE  
(City Recorder)

DEC85:CS17:3.68

## MEMORANDUM OF UNDERSTANDING

Oregon Department of Transportation  
Multnomah County/Engineering Services  
City of Troutdale/City Administrator

The Oregon Department of Transportation, Highway Division (STATE), Multnomah County/Transportation Division (COUNTY) and City of Troutdale/City Administrator (CITY) have developed a proposal which will enable the timely completion of several needed highway improvements in Troutdale and Multnomah County concurrently with the transfer of roads and road-related facilities consistent and in conformance with Oregon Transportation Commission policy. Upon enactment of this Memorandum of Understanding, the undersigned agree to present to the Oregon Transportation Commission, the Multnomah County Board of Commissioners and Troutdale City Council for their consideration and approval: (A) an "Abandonment and Retention Agreement" which will constitute the formal mechanism for COUNTY assuming responsibility for the ownership and maintenance of the below described portions of Crown Point Highway and Graham Road (B) an agreement between COUNTY and CITY designating CITY as COUNTY's responsible agent for design and construction of the "Kendall-Kibling" project, (C) a "Cooperative Improvement Agreement: Preliminary Engineering Construction Finance Agreement," which will constitute the formal mechanism for STATE's reimbursement to CITY for construction of the "Kendall-Kibling" project and (D) an agreement which will transfer the Kendall access road to CITY and will provide STATE perpetual access to the Sandy River Bridge.

State dollars paid to CITY must be used for transportation purposes on Crown Point Highway consistent with the Oregon Constitution and statutes. CITY will be responsible to account for expenditure of state funds.

This Memorandum of Understanding addresses the following issues:

- 1) "UPRR (Graham Road) Bridge #6967" project as identified and approved in the ODOT 1991-1996 Six-Year Highway Improvement Program dated July, 1990. This project will widen Graham Road (257th Avenue) and the structure over the Union Pacific Railroad to accommodate increased traffic and a declining level of service. This project will generally include bridge widening/reconstruction, roadway widening from I-84 to the Historic Columbia River Highway (Crown Point Highway), signalization of the South Frontage Road/on-ramp intersection with Graham Road (257th), lineal illumination consistent with 257th Avenue south of the Historic Columbia River Highway (Crown Point Highway).

**Exhibit 'B'**

The project will be constructed to accommodate a planned seven-foot sidewalk on the north side of the Historic Columbia River Highway (Crown Point), and CITY will agree to pay the incremental costs associated with retaining wall structures for this increased sidewalk width (from a planned five-foot to a proposed seven-foot) in the area affected south of the proposed bridge widening to the sidewalk(s) connection at the Historic Columbia River Highway.

STATE will agree to grant to CITY right-of-way of at least 40 feet in width for roadway purposes as described by CITY for the new Kendall access road across STATE-owned right-of-way. CITY also will agree to assume responsibility for the access road to the Sandy river south of I-84. Upon completion of a new access (Kendall Road), STATE will close the current intersection of Kendall Road with Graham Road near the eastbound I-84 on-ramp and CITY will provide STATE perpetual and continuous access over the new Kendall Road alignment to its Sandy River Bridge supports.

COUNTY will agree to assume transferred ownership and responsibility for the portion of Graham Road from its intersection with the Historic Columbia River Highway (Crown Point Highway/M.P. 18.14) north to the South Frontage Road/eastbound on-ramp of I-84 (M.P. 17.90). STATE will retain responsibility for the roadway within the interchange terminals including the proposed signalized intersection on the South Frontage Road/on-ramp and the intersection of the North Frontage Road/westbound off-ramp. COUNTY will agree to retain current state access control requirements on Graham Road to protect traffic operations at the interchange terminals.

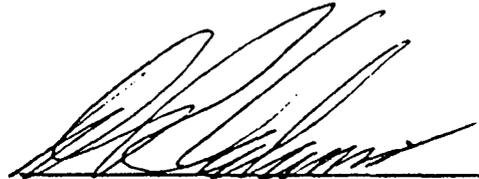
- 2) The commitment of STATE to fund the construction of the "Kendall-Kibling" project on the Crown Point Highway, as identified and approved in the ODOT 1991-1996 Six-Year Highway Improvement Program dated July, 1990.

STATE will agree to contribute an amount up to but not exceeding \$240,000. The contribution of STATE will be limited to the reconstruction and widening of the roadbed to meet structural and cross-sectional requirements as set forth in ODOT's preliminary design of "Kendall-Kibling" (10/26/87). CITY will prepare finalized contract plans, subject to STATE approval. STATE approval will be guided by ODOT "Standard Specifications for Highway Construction," and/or the Oregon APWA "Standard Specifications for Public Works Construction" STATE approval is limited to those project items set forth in ODOT's preliminary design.

COUNTY will agree to assume transferred ownership and responsibility for the portion of Crown Point Highway from its intersection with N.E. 244th Avenue (M.P. .04) near its intersection with I-84 eastward to the west end of the Sandy River Bridge (M.P. 1.85).

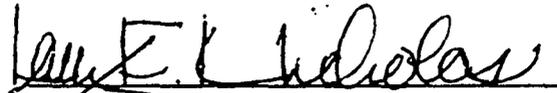


Pamela Christian, City Administrator  
City of Troutdale



Don Adams, Region 1 Engineer  
Oregon Department of Transportation

Date: July 25, 1991



Larry Nicholas, Director  
Transportation Division  
Multnomah County

6/12/91

TROUTDALE  
Pop. 7,115

PACIFIC  
LIMITS  
CITY

NO. 123

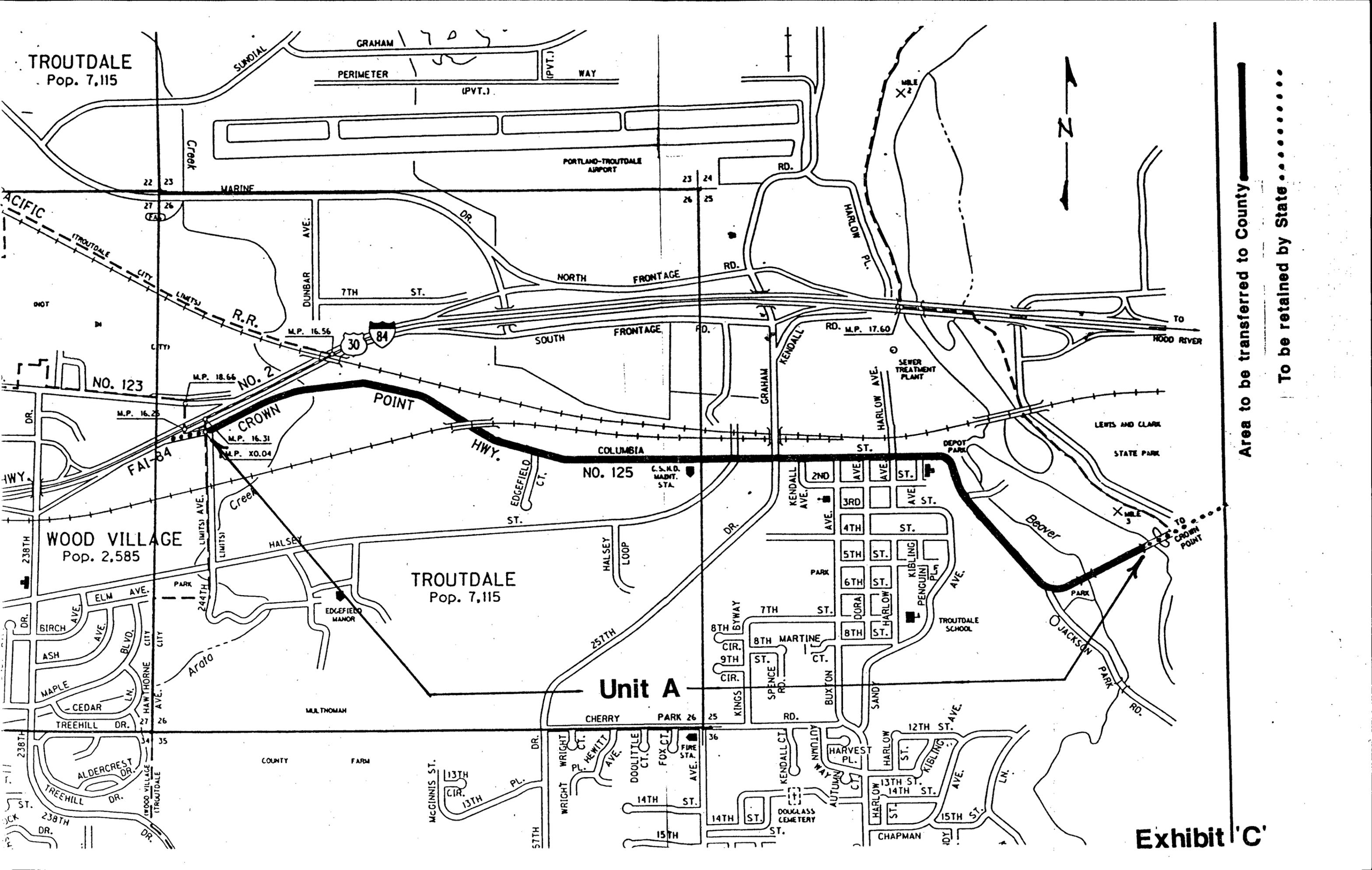
NO. 2

WOOD VILLAGE  
Pop. 2,585

TROUTDALE  
Pop. 7,115

Unit A

Exhibit 'C'



Area to be transferred to County

To be retained by State

INTERGOVERNMENTAL AGREEMENT FOR  
KENDALL-KIBLING HIGHWAY PROJECT  
BETWEEN MULTNOMAH COUNTY AND CITY OF TROUTDALE

This Agreement is entered into on \_\_\_\_\_, 1992 between the City of Troutdale, Oregon (City) and Multnomah County, Oregon (County).

RECITALS

WHEREAS, The purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by City and by County to further the development of a part of the State highway system which also passes through a portion of the City of Troutdale and Multnomah County; and

WHEREAS, by the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, the Board of County Commissioners and the Troutdale City officials both recognize the need to cooperate and share in the construction of the "Kendall-Kibling" section of Crown Point Highway; and

WHEREAS, it has been determined and agreed to that the State will contribute \$240,000 to the City towards construction of this project; and

WHEREAS, Crown Point Highway, State Secondary Highway 125, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission; and this highway also passes through a portion of the City of Troutdale and Multnomah County jurisdiction and primarily serves as a local arterial; and

WHEREAS, State has completed the preliminary engineering for the project by agreement No. 8583 dated January 6, 1986 and has submitted plans to the City; and

WHEREAS, on July 25, 1991, State, County and City entered into a Memorandum of Understanding to enable the timely completion of several needed highway improvements in Troutdale and Multnomah County including the construction of the "Kendall-Kibling" section of Crown Point Highway and State's contribution of \$240,000 to the City for said project;

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties as follows:

## AGREEMENT

### 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by City of Troutdale and by Multnomah County to further the development the "Kendall-Kibling" section of Crown Point Highway, a part of the State highway system which also passes through a portion of the City of Troutdale and Multnomah County.

### 2. COUNTY OBLIGATIONS

A) County shall complete project design, award construction contract, and conduct contract administration and inspection. Prior to award of contract, County shall submit final plans, specifications, and estimates to City and State for review and approval. Approval by the City may include, but not be limited to, consistency with the Troutdale Downtown Road Utility Undergrounding and Street Lighting Improvement Project Plans for LID No. 90-002.

B) County agrees to determine a new project budget including County participation in project cost. County contribution will be a minimum of \$180,000.

C) County will review and incorporate into plans a plan for retaining walls consistent with the Troutdale Downtown Development Code.

### 3. CITY OBLIGATIONS

A) City will provide a timely review of plans provided by County, specifically for compliance with the Troutdale Downtown Development Code and Downtown Improvement Plan which is part of the Troutdale Comprehensive Plan. City agrees to complete final review of design submittal by County in a timely manner.

B) City will provide a copy of the relevant Downtown Improvement Plan design specifications upon the signing of this agreement.

C) City contribution to this project will include all costs of street lighting, street amenities, power undergrounding, and other city required elements of street design necessary to comply with the Troutdale Downtown Improvement Plan.

D) City agrees to transfer \$240,000 received from State contribution to County upon completion and acceptance of the construction project.

4. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of \_\_\_\_\_, 1992 and shall terminate as of \_\_\_\_\_, 1993.

5. BILLING AND PAYMENT PROCEDURE

The City shall furnish the County such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

The County shall furnish the City such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

6. EARLY TERMINATION OF AGREEMENT

A) The City and the County, by mutual written agreement, may terminate this Agreement at any time.

B) Either the City or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. FUNDS

The County certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

MULTNOMAH COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF TROUTDALE

By: Sam K. Coe

Date: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Auditor

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Peter Lunniston

APPROVED AS TO FORM:

JEFFREY ROGERS, City Attorney

By: \_\_\_\_\_

6/19/92

## ABANDONMENT AND RETENTION

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State", and MULTNOMAH COUNTY, acting by and through its Board of County Commissioners, hereinafter referred to as "County"; and the CITY OF TROUTDALE, acting by and through its Elected Officials, hereinafter referred to as "City".

### WITNESSETH

#### RECITALS

1. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Crown Point Highway, State Secondary Highway No. 125, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. This Highway also passes through a portion of the City of Troutdale and Multnomah County jurisdiction and primarily serves as a local arterial.
3. State and City entered into agreement No. 8583 date January 6, 1986 concerning the preliminary engineering for the eventual reconstruction of the "Halsey-Kibling" section of Crown Point Highway. State has completed the preliminary engineering for the project and plans have been submitted to the City. The agreement is attached as "Exhibit A" and by this reference made a part hereof.
4. On July 25, 1991, State, County and City entered into a Memorandum of Understanding to enable the timely completion of several needed highway improvements in Troutdale and Multnomah County including: the construction of the "Kendall-Kibling" section of Crown Point Highway and State's contribution of \$240,000 to the City for said project; construction of the Graham Road Bridge project; the transfer of Crown Point Highway and Graham Road to the County; the transfer of the frontage road along the I-84 on-ramp and the 40 foot access easement to City by the State. This Memorandum of Understanding is attached as "Exhibit B" and by this reference made a part hereof.
5. By the authority granted in ORS 366.290(3) and with the written consent of the County in which a particular highway or part thereof is located, the department may, when in its opinion the interests of the State will be best served, eliminate from the state highway system any road or highway or part thereof. Thereafter the road or highway or part thereof eliminated shall become a county road or highway, and the construction, repair, maintenance, or improvement

and jurisdiction over such highway shall be exclusively under the county in which such highway or road is located.

6. Pursuant to ORS 366.395(2), the State may sell, lease, exchange or otherwise dispose of such real or personal property in such a manner as in the judgment of the department will best serve the interests of the State and will most adequately conserve highway funds.

NOW, THEREFORE, the premises being in general as state in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

#### STATE OBLIGATIONS

1. State shall, by resolution, formally eliminate Unit A as a portion of the Crown Point Highway and the state highway system. Said resolution shall be initiated upon execution of this agreement. All right, title, and interest of State in the unit shall pass to and vest in the County. Any right-of-way being transferred in which State has incidence of title shall be vested in County so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert to State. Unit A is indicated on the map attached hereto, marked "Exhibit C", and by this reference made a part hereof and is also described as follows:

All the land within the right-of-way boundaries of the Crown Point Highway, State Secondary Highway No. 125, from its interesection with N.E. 244th Avenue (M.P. X0.04) near its intersection with I-84, eastward to the west end of the Sandy River Bridge (M.P. 1.85). All land within Unit A lies in Sections 25, 26 of Township 1 North Range 3 East Willamette Meridian; Multnomah County, Oregon.

2. State agrees to furnish County any maps, records, permits, and any other related data available that may be required to administer the operation of Unit A as a part of the County road system.

3. State shall, upon County's award of contract for the "Kendall-Kibling" project on Crown Point Highway, forward to City \$240,000 to the City.

#### COUNTY OBLIGATIONS

1. Prior to award of contract, County shall submit final plans, specifications, and estimates to City and State for review and approval. Approval shall include, but not be limited to, consistency with the Troutdale Downtown Road Utility Undergrounding and Street Lighting Improvement Project Plans for LID No. 90-002.

2. County agrees to accept all of State's right, title, and interest in Unit A; to accept jurisdiction and control over the unit; and to maintain the unit as a portion of its County road system as long as needed for the service of persons living thereon or a community served thereby. Any right-of-way being transferred in which State has any incidence of title shall be

vested in County so long as used for public road purposes. If said right-of-way is no longer used for public road purposes, it shall automatically revert back to State.

3. Upon the transfer of the Crown Point Highway to the County, County will have completed final plans, specifications and estimates for improving the section of the highway from "Kendall-Kibling".
4. County shall enter into and execute this agreement during a duly authorized session of its Board of county Commissioners.

#### CITY OBLIGATIONS

1. City agrees State dollars transferred to City must be used for the purpose of improving Crown Point Highway consistent with the State produced preliminary engineering plans and specifications for Crown Point Highway from "Halsey to Kibling". Any additional work to the project will be at no cost to State. City will be responsible to account for all expenditures of State funds.
2. City shall adopt a resolution authorizing its designated City officials to enter into and execute this agreement, and the same shall be attached as "Exhibit D", and become a part hereof.
3. City and County shall enter into an intergovernmental agreement identifying specific City and County obligations incurred as part of this agreement, and to allow all construction of this project.

#### GENERAL PROVISIONS

1. The property described as Unit A is relinquished and transferred subject, however, to the rights of any utilities located within said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.
2. The Contractor, 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved the <sup>funding</sup> ~~provisions~~ of this <sup>project</sup> ~~agreement~~ on \* \_\_\_\_\_, 1992. At that time the State Highway Engineer was authorized to sign this agreement for and on behalf of the Commission.

APPROVAL RECOMMENDED

By [Signature]  
Region Engineer

APPROVED AS TO LEGAL SUFFICIENCY

By [Signature]  
Asst. Atty. Gen.

APPROVED AS TO LEGAL SUFFICIENCY

By [Signature]  
City Attorney  
Date 8/11/92

REVIEWED  
By [Signature]  
MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
AGENDA # 2-3 DATE 2-30-92  
[Signature]  
BOARD CLERK

STATE OF OREGON, by and through its Department of Transportation

By [Signature]  
~~Program Section Manager~~  
State Highway Engineer

Date 11-4-92

MULTNOMAH COUNTY, by and through its Board of Commissioners

By [Signature]  
Chair

By \_\_\_\_\_  
Commissioner

Date 7/30/92

CITY OF TROUTDALE, by and through its Elected Officials

By [Signature]  
Mayor

By N/A  
Auditor

Date 6/23/92

\*The Kendall-Kibling Section project on the Crown Point Highway was approved on July 17, 1990, as a part of the 1991-1996 Six-Year Highway Improvement Program, Page 23.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Vice Chairman to act in its behalf in approving this contract. Approval was given on December 21, 1992, by Vice Chairman John Whitty, which approval is on file in the Commission records.

Approved: OSHD Staff  
EDM:bkb  
11/27/85  
Revised 12/5/85.

Misc. Contracts & Agreements  
No. 8583

**COOPERATIVE IMPROVEMENT AGREEMENT  
PRELIMINARY ENGINEERING**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, acting by and through its City Officials, hereinafter referred to as "City".

**W I T N E S S E T H**

**RECITALS**

1. For the purpose of furthering the development of a highway system adapted in all particulars to the needs of the people of the state of Oregon, State and City cooperatively plan to perform preliminary engineering work for the eventual reconstruction of the Halsey St.-Kibling St. (Section), Crown Point Highway, hereinafter referred to as "project". The location of the project is approximately as shown on the attached sketch map and by this reference made a part hereof. The project will be financed cooperatively by City and State with the State paying 75 percent and the City paying 25 percent of the project cost.

2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. By the authority granted in ORS 373.020, (1) complete jurisdiction and control of streets taken over by the State is vested in State and extends from curb to curb, or such portion of the right-of-way utilized for highway purposes. Responsibility for and jurisdiction over all other portions of the street or road remains in the City; (2) cities retain the right to grant the privilege to open the surface of any such street or road, but any changes shall be promptly repaired by City at its sole expense; (3) cities retain the right to grant franchises over, beneath, and upon the street, but the State may utilize any storm sewers thereon or thereunder without cost; (4) nothing in this Act relieves any public utility from maintenance and repair or any other obligation required by it under a franchise granted by City.

**Exhibit 'A'**

4. By the authority granted in ORS 366.425, as amended by Chapter 365, Oregon Laws, 1979, any county or city may deposit monies, or an irrevocable letter of credit, with the Department of Transportation for performance of work upon any public highway within the state. When any money or a letter of credit is deposited, the State shall proceed with the project. Money so deposited shall be disbursed for the purpose for which it was deposited.

5. It is proposed that the project will consist of all preliminary engineering and design work necessary to produce plans, specifications, and estimates for roadway widening that will include drainage, bikepath, parking, and sidewalks.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

#### STATE OBLIGATIONS

1. State shall conduct the necessary field surveys, soils investigations, and perform all preliminary engineering and design work required to produce plans, specifications, and estimates.

2. State shall arrange conferences with the City during the project to review the work in progress. State shall submit plans, specifications, and estimates to City for review and approval prior to the final project billing to City. ✓

3. State shall compile accurate cost accounting records and furnish the City with an itemized statement of the actual final preliminary engineering costs.

#### CITY OBLIGATIONS

1. City shall, upon execution of this agreement, forward to the State an advance deposit in the amount of \$5,562.50, said amount being equal to 25 percent of the estimated total cost of the preliminary engineering required for the project.

Upon completion of the project and receipt from the State of an itemized statement of the actual cost of the project, City shall pay any amount which, when added to the City's advance deposit, will equal 25 percent of the actual total cost of the project. Any portion of said advance deposit which is in excess of 25 percent of the total cost will be refunded to City.

2. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and City Recorder to enter into this agreement, and the same shall be attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City Officials have acted in this matter in accord with Resolution No. 684-R adopted by its City Council on the 10th day of Dec., 1985.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman or Vice Chairman to act in its behalf in approving this agreement. Approval for this agreement was given on 1-6-86 by CHAIRMAN ANTHONY YTURRI. The delegation order also authorizes the State Highway Engineer to sign this agreement for and on behalf of the Commission. Such authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

By *Edward M. Whitt*  
Region Engineer

STATE OF OREGON, by and through its Department of Transportation, Highway Division

By *Stephen*  
State Highway Engineer

APPROVED AS TO  
LEGAL SUFFICIENCY

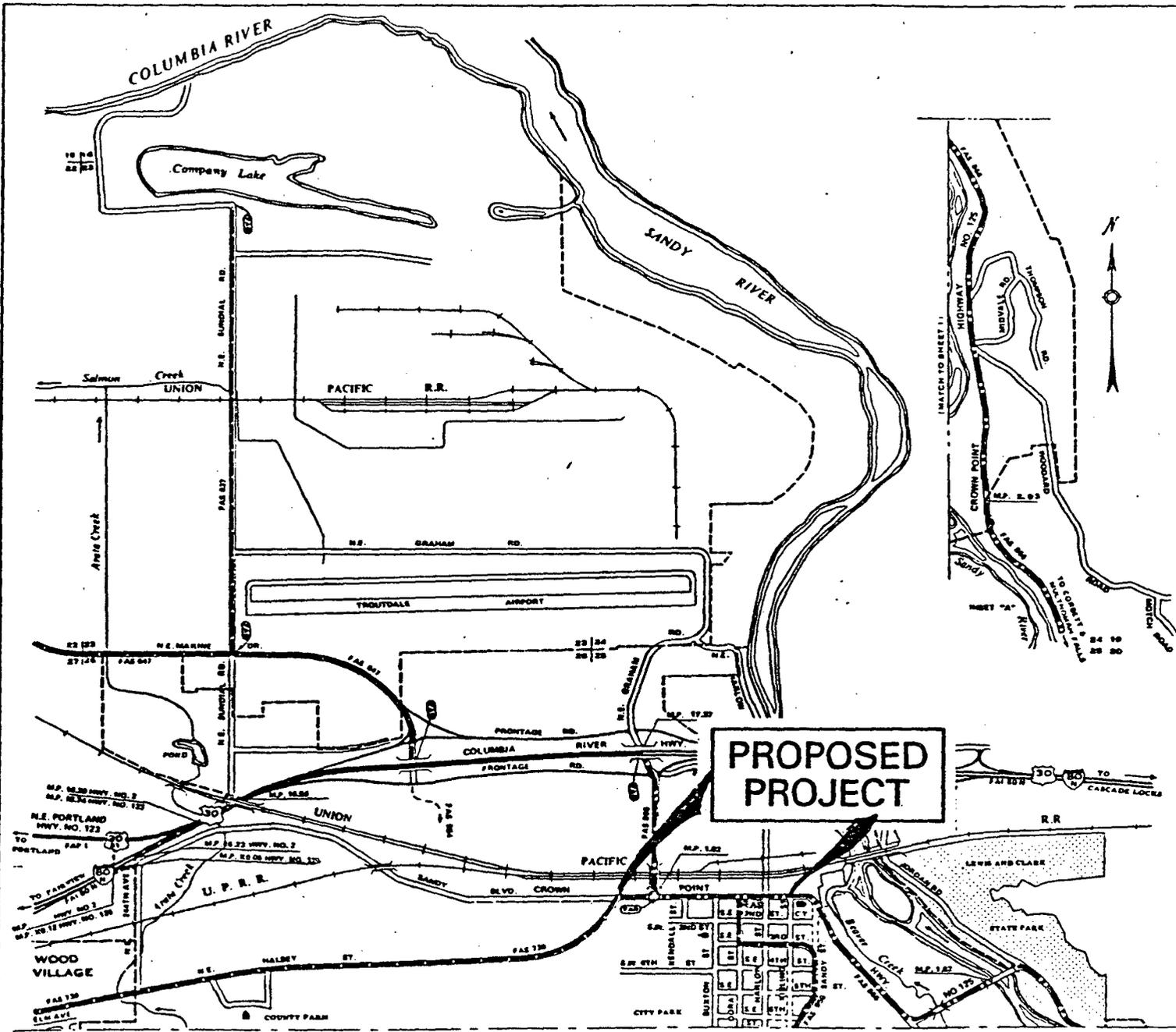
By *James L. Seese*  
Asst. Attorney General

12-17-85  
Date

CITY OF TROUTDALE, by and through its City Officials

By *Sam K. Cox*  
Mayor

By *Edward J. Malone*  
City Recorder



**PROPOSED PROJECT**

TIN R3E W.M.

**TROUTDALE**

MULTNOMAH COUNTY, OREGON

ORIGON STATE HIGHWAY DEPARTMENT  
 U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION

POPULATION 1,640  
 Scale 1" = 1/2 MI.

REVISED FEB 1973



**LEGEND**

- |  |                                     |  |                                 |
|--|-------------------------------------|--|---------------------------------|
|  | FEDERAL AID INTERSTATE SYSTEM       |  | INTERSTATE NUMBERED ROUTE (FAI) |
|  | FEDERAL AID PRIMARY SYSTEM          |  | U.S. NUMBERED ROUTE             |
|  | FEDERAL AID SECONDARY SYSTEM-STATE  |  | STATE NUMBERED ROUTE            |
|  | FEDERAL AID SECONDARY SYSTEM-COUNTY |  | POST OFFICE                     |
|  | OTHER FEDERAL AID SECONDARY-LOCAL   |  | SCHOOL                          |
|  | TERMINATION OF FA SYSTEM            |  | CITY CENTER                     |
|  | TERMINATION OF ROUTE                |  | R.R. DEPOT                      |
|  | DIVIDED HIGHWAY                     |  | CITY LIMITS                     |
|  | UNDIVIDED HIGHWAY-NO. OF LANES      |  | PUBLIC BLDG.                    |
|  | STREET OPEN FOR TRAVEL              |  | CITY HALL                       |
|  | STREET DEDICATED BUT NOT OPEN       |  | COURT HOUSE                     |
|  |                                     |  | ARMORY                          |
|  |                                     |  | LIBRARY                         |

**EXHIBIT A**

SHEET 1 OF 2 SHEETS

RESOLUTION NO. 604-R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF TROUTDALE AND THE STATE OF OREGON, DEPARTMENT OF TRANSPORTATION / HIGHWAY DIVISION.

WHEREAS, The City of Troutdale has adopted a downtown concept plan which specifies certain standards and methods of construction or reconstruction; and

WHEREAS, The City of Troutdale wishes to reconstruct the Columbia Scenic Highway from Halsey on the west to just east of City Hall on the east; and

WHEREAS, The existing condition of the roadway requires that a new design and construction effort be expediently undertaken; and

WHEREAS, The City of Troutdale through its utility relocation / undergrounding efforts requires that all overhead utilities be placed below the ground in conduits or other acceptable construction methods; and

WHEREAS, This road improvement project is in the Council adopted Road Capital Improvement Program (CIP) and has been submitted to the State of Oregon for CIP inclusion.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

Mayor Sam Cox be duly authorized to execute an Intergovernmental Agreement by and between the City of Troutdale and the State of Oregon, Department of Transportation / Highway Division; and

BE IT ALSO RESOLVED THAT:

The Department of Community Services be included in the design effort by way of a predesign conferences and periodic progress reviews with the State of Oregon.

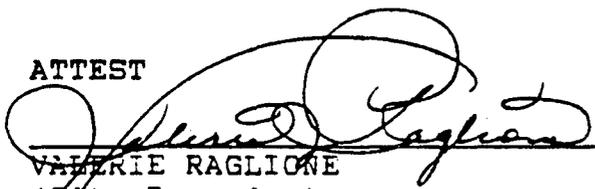
ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS  
10th DAY OF DECEMBER, 1985.

YEAS 6

NAYS 0

  
\_\_\_\_\_  
SAM K. COX, MAYOR  
Date Signed 12/11/85

ATTEST

  
\_\_\_\_\_  
VALERIE RAGLIONE  
(City Recorder)

## MEMORANDUM OF UNDERSTANDING

Oregon Department of Transportation  
Multnomah County/Engineering Services  
City of Troutdale/City Administrator

The Oregon Department of Transportation, Highway Division (STATE), Multnomah County/Transportation Division (COUNTY) and City of Troutdale/City Administrator (CITY) have developed a proposal which will enable the timely completion of several needed highway improvements in Troutdale and Multnomah County concurrently with the transfer of roads and road-related facilities consistent and in conformance with Oregon Transportation Commission policy. Upon enactment of this Memorandum of Understanding, the undersigned agree to present to the Oregon Transportation Commission, the Multnomah County Board of Commissioners and Troutdale City Council for their consideration and approval: (A) an "Abandonment and Retention Agreement" which will constitute the formal mechanism for COUNTY assuming responsibility for the ownership and maintenance of the below described portions of Crown Point Highway and Graham Road (B) an agreement between COUNTY and CITY designating CITY as COUNTY's responsible agent for design and construction of the "Kendall-Kibling" project, (C) a "Cooperative Improvement Agreement: Preliminary Engineering Construction Finance Agreement," which will constitute the formal mechanism for STATE's reimbursement to CITY for construction of the "Kendall-Kibling" project and (D) an agreement which will transfer the Kendall access road to CITY and will provide STATE perpetual access to the Sandy River Bridge.

State dollars paid to CITY must be used for transportation purposes on Crown Point Highway consistent with the Oregon Constitution and statutes. CITY will be responsible to account for expenditure of state funds.

This Memorandum of Understanding addresses the following issues:

- 1) "UPRR (Graham Road) Bridge #6967" project as identified and approved in the ODOT 1991-1996 Six-Year Highway Improvement Program dated July, 1990. This project will widen Graham Road (257th Avenue) and the structure over the Union Pacific Railroad to accommodate increased traffic and a declining level of service. This project will generally include bridge widening/reconstruction, roadway widening from I-84 to the Historic Columbia River Highway (Crown Point Highway), signalization of the South Frontage Road/on-ramp intersection with Graham Road (257th), lineal illumination consistent with 257th Avenue south of the Historic Columbia River Highway (Crown Point Highway).

**Exhibit 'B'**

The project will be constructed to accommodate a planned seven-foot sidewalk on the north side of the Historic Columbia River Highway (Crown Point), and CITY will agree to pay the incremental costs associated with retaining wall structures for this increased sidewalk width (from a planned five-foot to a proposed seven-foot) in the area affected south of the proposed bridge widening to the sidewalk(s) connection at the Historic Columbia River Highway.

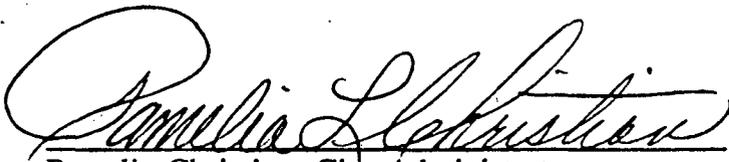
STATE will agree to grant to CITY right-of-way of at least 40 feet in width for roadway purposes as described by CITY for the new Kendall access road across STATE-owned right-of-way. CITY also will agree to assume responsibility for the access road to the Sandy river south of I-84. Upon completion of a new access (Kendall Road), STATE will close the current intersection of Kendall Road with Graham Road near the eastbound I-84 on-ramp and CITY will provide STATE perpetual and continuous access over the new Kendall Road alignment to its Sandy River Bridge supports.

COUNTY will agree to assume transferred ownership and responsibility for the portion of Graham Road from its intersection with the Historic Columbia River Highway (Crown Point Highway/M.P. 18.14) north to the South Frontage Road/eastbound on-ramp of I-84 (M.P. 17.90). STATE will retain responsibility for the roadway within the interchange terminals including the proposed signalized intersection on the South Frontage Road/on-ramp and the intersection of the North Frontage Road/westbound off-ramp. COUNTY will agree to retain current state access control requirements on Graham Road to protect traffic operations at the interchange terminals.

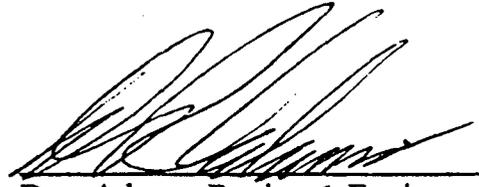
- 2) The commitment of STATE to fund the construction of the "Kendall-Kibling" project on the Crown Point Highway, as identified and approved in the ODOT 1991-1996 Six-Year Highway Improvement Program dated July, 1990.

STATE will agree to contribute an amount up to but not exceeding \$240,000. The contribution of STATE will be limited to the reconstruction and widening of the roadbed to meet structural and cross-sectional requirements as set forth in ODOT's preliminary design of "Kendall-Kibling" (10/26/87). CITY will prepare finalized contract plans, subject to STATE approval. STATE approval will be guided by ODOT "Standard Specifications for Highway Construction," and/or the Oregon APWA "Standard Specifications for Public Works Construction" STATE approval is limited to those project items set forth in ODOT's preliminary design.

COUNTY will agree to assume transferred ownership and responsibility for the portion of Crown Point Highway from its intersection with N.E. 244th Avenue (M.P. .04) near its intersection with I-84 eastward to the west end of the Sandy River Bridge (M.P. 1.85).

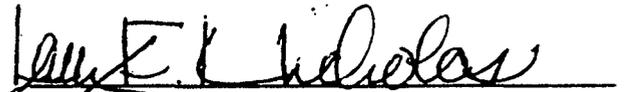


Pamela Christian, City Administrator  
City of Troutdale



Don Adams, Region 1 Engineer  
Oregon Department of Transportation

Date: July 25, 1991



Larry Nicholas, Director  
Transportation Division  
Multnomah County

December 18, 1992

CITY OF TROUTDALE  
104 SE KIBLING  
TROUTDALE OR 97060

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY COURTHOUSE  
1021 SW 4TH  
PORTLAND OR 97204

FILE CODE:

AGR

Attention: Valerie J. Raglione  
City Recorder

Attention: Carrie A. Parterson  
Board Clerk

Attached for your records is a copy of an agreement covering abandoning a portion of the Crown Point Highway to the County.

We have retained a copy of this agreement for the Transportation Commission's files.



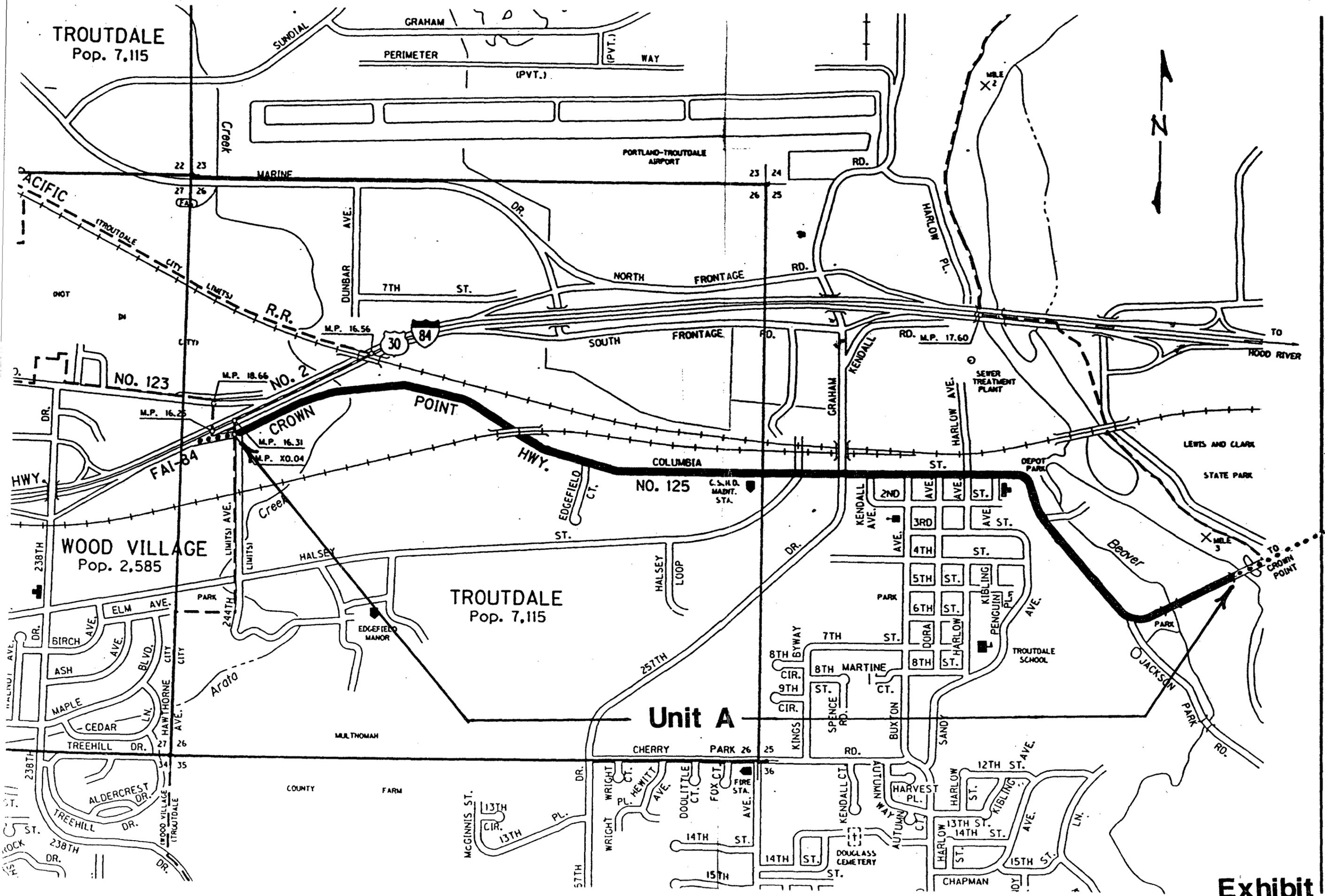
Fran Neavoll  
COMMUNITY AND GOVERNMENTAL  
RELATIONS

FKN/11s

Attachment

*File -*  
*7-30-92*  
*R-3*





Area to be transferred to County  
 To be retained by State

Exhibit 'C'

INTERGOVERNMENTAL AGREEMENT FOR  
KENDALL-KIBLING HIGHWAY PROJECT  
BETWEEN MULTNOMAH COUNTY AND CITY OF TROUTDALE

This Agreement is entered into on \_\_\_\_\_, 1992 between the City of Troutdale, Oregon (City) and Multnomah County, Oregon (County).

RECITALS

WHEREAS, The purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by City and by County to further the development of a part of the State highway system which also passes through a portion of the City of Troutdale and Multnomah County; and

WHEREAS, by the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, the Board of County Commissioners and the Troutdale City officials both recognize the need to cooperate and share in the construction of the "Kendall-Kibling" section of Crown Point Highway; and

WHEREAS, it has been determined and agreed to that the State will contribute \$240,000 to the City towards construction of this project; and

WHEREAS, Crown Point Highway, State Secondary Highway 125, is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission; and this highway also passes through a portion of the City of Troutdale and Multnomah County jurisdiction and primarily serves as a local arterial; and

WHEREAS, State has completed the preliminary engineering for the project by agreement No. 8583 dated January 6, 1986 and has submitted plans to the City; and

WHEREAS, on July 25, 1991, State, County and City entered into a Memorandum of Understanding to enable the timely completion of several needed highway improvements in Troutdale and Multnomah County including the construction of the "Kendall-Kibling" section of Crown Point Highway and State's contribution of \$240,000 to the City for said project;

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties as follows:

## AGREEMENT

### 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by City of Troutdale and by Multnomah County to further the development the "Kendall-Kibling" section of Crown Point Highway, a part of the State highway system which also passes through a portion of the City of Troutdale and Multnomah County.

### 2. COUNTY OBLIGATIONS

A) County shall complete project design, award construction contract, and conduct contract administration and inspection. Prior to award of contract, County shall submit final plans, specifications, and estimates to City and State for review and approval. Approval by the City may include, but not be limited to, consistency with the Troutdale Downtown Road Utility Undergrounding and Street Lighting Improvement Project Plans for LID No. 90-002.

B) County agrees to determine a new project budget including County participation in project cost. County contribution will be a minimum of \$180,000.

C) County will review and incorporate into plans a plan for retaining walls consistent with the Troutdale Downtown Development Code.

### 3. CITY OBLIGATIONS

A) City will provide a timely review of plans provided by County, specifically for compliance with the Troutdale Downtown Development Code and Downtown Improvement Plan which is part of the Troutdale Comprehensive Plan. City agrees to complete final review of design submittal by County in a timely manner.

B) City will provide a copy of the relevant Downtown Improvement Plan design specifications upon the signing of this agreement.

C) City contribution to this project will include all costs of street lighting, street amenities, power undergrounding, and other city required elements of street design necessary to comply with the Troutdale Downtown Improvement Plan.

D) City agrees to transfer \$240,000 received from State contribution to County upon completion and acceptance of the construction project.

4. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of \_\_\_\_\_, 1992 and shall terminate as of \_\_\_\_\_, 1993.

5. BILLING AND PAYMENT PROCEDURE

The City shall furnish the County such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

The County shall furnish the City such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

6. EARLY TERMINATION OF AGREEMENT

A) The City and the County, by mutual written agreement, may terminate this Agreement at any time.

B) Either the City or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. FUNDS

The County certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

MULTNOMAH COUNTY

BY: Gladys McCarty

Title: \_\_\_\_\_

Date: 7/30/92

CITY OF TROUTDALE

By: Sam K. Coz

Date: 6/23/92

Mayor

By: N/A

Date: \_\_\_\_\_

Auditor

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Peter Livingston

APPROVED AS TO FORM:

City Attorney

By: [Signature]

Meeting Date JUL 30 1992

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement for Kendall-Kibling Highway Project

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Larry Nicholas TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Larry Nicholas

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: YES

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

This agreement proposes that Troutdale and Multnomah County cooperate and share in the construction of the "Kendall-Kibling" section of Crown Point Highway. This highway is part of the State Highway system which passes through the City of Troutdale and Multnomah County jurisdiction. The State will contribute \$240,000 to the project. County contribution will be at least \$180,000. By separate abandonment and retention agreement the State will transfer this section of the State Highway system to County.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER <sup>LPN</sup>  \_\_\_\_\_

(All accompanying documents must have required signatures)

3706V/9917V

*Sent Original OGA & Contact to Bob Pearson 8-7-92.*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 16 PM 1:28



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300293

Amendment # \_\_\_\_\_

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-4</u> DATE <u>7/30/92</u></p> <p align="center"><i>[Signature]</i> BOARD CLERK</p>
---	---	---

Department Environmental Services Division Transportation Date July 17, 1992

Contract Originator Bob Pearson Phone X3838 Bldg/Room #425/Yeon

Administrative Contact same as above Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Intergovernmental Agreement with City of Troutdale for the improvement of Kendall-Kibling Section of Crown Point Highway.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling  
Troutdale, OR 97060

Phone (503) 665-5175

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon signature

Termination Date Upon completion

Original Contract Amount \$ 180,000.00 \*

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 180,000.00

\* Estimated State funds: \$240,000  
Estimated County funds: 180,000

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 *[Signature]*

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel Peter Burniston

County Chair/Sheriff Gladys McCoy

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

Encumber: Yes  No

Date 7-20-92

Date \_\_\_\_\_

Date 7-20-92

Date 7/30/92

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.	150	030	6101			8300						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
4211st Flr

CANARY - INITIATION

GREEN - FINANCE  
106/1430

INTERGOVERNMENTAL AGREEMENT FOR  
KENDALL-KIBLING HIGHWAY PROJECT  
BETWEEN MULTNOMAH COUNTY AND CITY OF TROUTDALE

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NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties as follows:

## AGREEMENT

### 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by City of Troutdale and by Multnomah County to further the development the "Kendall-Kibling" section of Crown Point Highway, a part of the State highway system which also passes through a portion of the City of Troutdale and Multnomah County.

### 2. COUNTY OBLIGATIONS

A) County shall complete project design, award construction contract, and conduct contract administration and inspection. Prior to award of contract, County shall submit final plans, specifications, and estimates to City and State for review and approval. Approval by the City may include, but not be limited to, consistency with the Troutdale Downtown Road Utility Undergrounding and Street Lighting Improvement Project Plans for LID No. 90-002.

B) County agrees to determine a new project budget including County participation in project cost. County contribution will be a minimum of \$180,000.

C) County will review and incorporate into plans a plan for retaining walls consistent with the Troutdale Downtown Development Code.

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B) City will provide a copy of the relevant Downtown Improvement Plan design specifications upon the signing of this agreement.

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5. BILLING AND PAYMENT PROCEDURE

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6. EARLY TERMINATION OF AGREEMENT

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8. FUNDS

The County certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

MULTNOMAH COUNTY

By: *Gladys McCoy*

Title: Gladys McCoy, Chair

Date: July 30, 1992

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-4 DATE 7-30-92  
*Chris A. Peterson*  
BOARD CLERK

CITY OF TROUTDALE

BY: Sam K. Coak

Date: 6/23/92

Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Auditor

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Peter Huntington

APPROVED AS TO FORM:

JEFFREY ROGERS, City Attorney

By: \_\_\_\_\_

4/

PLEASE PRINT LEGIBLY!

MEETING DATE

7/30/92

NAME

BERNARD JOLLES

ADDRESS

721 SW DAK ST  
STREET

PORTLAND OR 97205  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-5

SUPPORT

OPPOSE

✓  
SUBMIT TO BOARD CLERK

2/ ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-30-92

**NAME** Joan Dahlberg

**ADDRESS** P.O. Box 2809

**STREET**

Rt 97208

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-5

**SUPPORT** \_\_\_\_\_

**OPPOSE** X

**SUBMIT TO BOARD CLERK**

3/

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-30-82

**NAME** ROGER TROEN

**ADDRESS** 4226 N. MONTANA AV.

**STREET**

**CITY**

PORTLAND

97217

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-5

**SUPPORT** \_\_\_\_\_

**OPPOSE** X

**SUBMIT TO BOARD CLERK**

4/✓

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-30-92

**NAME** Laura Brown

**ADDRESS** 1655 SE Unatilla

**STREET**

Portland

**CITY**

97202

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-5

**SUPPORT** \_\_\_\_\_ **OPPOSE** X

**SUBMIT TO BOARD CLERK**

5/1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 7-30-92

**NAME** NORMAN ROLEY

**ADDRESS** 130 SR 106th

**STREET** Port 97216

**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-5

**SUPPORT** \_\_\_\_\_ **OPPOSE** X

**SUBMIT TO BOARD CLERK**

6/1 ✓  
**PLEASE PRINT LEGIBLY!**

MEETING DATE

7/30/92

NAME

MICHAEL TWAIN

ADDRESS

Oregon Pet Industry

203 SE. ALDER # 202

STREET

PORTLAND, OR 97214

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-5

SUPPORT

W/CHANGES

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: ~~JUL 23 1992~~ JUL 30 1992

Agenda No.: ~~R-6~~ R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Revision to Multnomah County Code 8.10

BCC Informal July 21, 1992 BCC Formal July 23, 1992  
(date) (date)

DEPARTMENT Environmental Services DIVISION Animal Control

CONTACT Mike Oswald TELEPHONE 248-3790

PERSON(S) MAKING PRESENTATION Mike Oswald

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

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

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

See attached

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 13 PM 3:39  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Paul Garbargh / bhw

(All accompanying documents must have required signatures)

*Second Reading Continued to Thursday, August 27, 1992.*

ORDINANCE FACT SHEET

Ordinance Title: Revision to Multnomah County Code 8.10

---

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

SEE ATTACHED

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Clark County, Washington.

What has been the experience in other areas with this type of legislation?

Civil violation ordinances have been successful in a growing number of jurisdictions across the country. Most jurisdictions have reported that the public has found the process to be fair and acceptable. Agencies have reported increases in revenue and encouraging compliance rates.

What is the fiscal impact, if any?

Revenues are projected to increase by 100% over last year's Court Fines. The administration of the new procedure will be done by existing staff.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: \_\_\_\_\_

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: *ms Paul Yarbrough/bhw*

# **Administrative Hearings Ordinance**

## **Animal Control**

### **Ordinance Goals:**

1. Establish the use of a "Notice of Civil Violation" as the primary procedure for addressing violations of the animal control ordinance.
2. Create one Administrative Hearings procedure to accommodate appeals to the chapter.
  - Combines the three existing procedures: District Court; Potentially Dangerous Dog hearings; and Facility revocations.
3. Establish a three-tiered schedule of reasonable Civil fines that are commensurate to the seriousness of the violation.
4. Establish a procedure to turnover late payment and non-payment of civil fines to a collection agency; and, refer failure to comply with corrective actions that affect public safety and animal welfare to District Court.
5. Increase revenue through civil fines to help off-set operating costs for providing animal control services throughout all jurisdictions in Multnomah County.
6. Reduce the burden currently placed on the criminal justice system to adjudicate animal control violations in District Court.
  - Reduce the District Attorney's office case preparation and prosecution workload.
  - Reduce the need to take up District Court time for animal ordinance arraignments and trials.
7. Enable the Division to use "problem solving" methods to resolve the community's animal related problems.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An ordinance relating to animal control, creating a Notice of Infraction procedure, expanded Hearing and Appeal process, and penalties for violations of animal control regulations and amending Chapter 8.10 of the Multnomah County Code.

Underlined sections are new or replacements; ~~{bracketed}~~ sections are deleted.)

Multnomah County ordains as follows:

SECTION I. AMENDMENT

MCC 8.10.010(I) and (M) are amended to read as follows:

(I) "Hearings Officer" means a person appointed by the chair ~~{Board to review the director's determination that a dog has engaged in any of the behavior specified in MCC 8.10.270}~~ to hear appeals decisions of the director concerning violations of this chapter, or license denial or revocation under MCC 8.10.100 - 8.10.145.

(M) "Owner" means any person or legal entity having a possessory right in the animal. ~~{or legal entity who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by that person.}~~

SECTION II. AMENDMENT

The following definitions are added to MCC 8.10.010:

{Y} "Keeper" means any person or legal entity who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by that person.

07/23/92:1  
Mike Oswald  
Agenda Item R-6

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1       (Z) "Minimum care" has the meaning as provided in  
2 ORS 167.310(2) (1991).

3 SECTION III. AMENDMENT.

4       MCC 8.10.010 through 8.10.910 is amended to read as follows:

5       The phrase "owner or keeper" is hereby substituted for the  
6 word "owner" wherever the latter word is used throughout this  
7 chapter excepting MCC 8.10.010(M). County Counsel is directed to  
8 make the substitution in the codification of this ordinance.

9 SECTION IV. AMENDMENT.

10       The following section is added to MCC 8.10:

11 8.10.035           Notice of Infraction

12       (A) Whenever a County animal control officer has reasonable  
13 grounds to believe that an animal or facility is in violation of  
14 this chapter, that officer shall be authorized to issue the owner  
15 or keeper notice of civil infraction containing the following  
16 information:

17           (1) The name and address, if known, of the owner or  
18 person in violation of this chapter and description of the animal,  
19 if applicable; and

20           (2) The Code section allegedly violated plus a brief  
21 descriptive statement of the nature of the violation; and

22           (3) A statement of the amount due as a civil fine for  
23 the infraction and notice that the animal is to be impounded if  
24 impoundment is authorized hereunder.

25           (4) A statement explaining all fines are due within 30  
26 days of service of the notice;

07/23/92:1

1           (5) A statement setting out the corrective action  
2 necessary to bring the condition into compliance with code, and a  
3 compliance deadline if applicable. A reasonable time to correct  
4 the infraction shall be allowed;

5           (6) A statement advising that if any required corrective  
6 action is not timely completed or any civil fine is not timely  
7 paid, the failure to comply may lead to enhancement of the original  
8 fine or additional fines;

9           (7) A statement that the determination of violation is  
10 final unless appealed by filing a written notice of appeal  
11 including a \$25 non-refundable hearing fee with the director of  
12 animal control department within twenty (20) days of the date of  
13 the notice of infraction was served.

14           (B) If the infraction is based on behavior of any dog which  
15 would subject the animal to classification under MCC 8.10.265 -  
16 8.10.285, the notice of infraction shall specify any other  
17 additional restrictions placed on the owner or keeper of the dog as  
18 required under MCC 8.10.280.

19 SECTION V.       AMENDMENT

20           The following section is added to MCC 8.10:

21           8.10.036 Service.

22           The Notice Of Infraction shall be served on the owner or  
23 keeper of the animal or facility in violation of this chapter by  
24 personal service or by certified mail with return receipt  
25 requested.

26 SECTION VI.      AMENDMENT

07/23/92:1

1 The following section is added to MCC 8.10:

2 8.10.037 Dismissal of Pet License Violations.

3 Notices of infraction issued for violations of the pet  
4 licensing requirement as set forth in 8.10.060 through 8.10.080 may  
5 be dismissed by the director upon reasonable proof that the  
6 required pet license(s) have been obtained within ten (10) days of  
7 service of the notice(s) of infraction.

8 SECTION VII. AMENDMENT

9 The following section is added to MCC 8.10:

10 8.10.038 Admission of Infraction, Conditions. Any party who  
11 is issued a notice of infraction for any offense listed under MCC  
12 8.10.900 (A) may, in lieu of requesting a hearing, admit the  
13 infraction and submit the fine as stated on the notice of  
14 infraction to the Animal Control Division. The party may attach a  
15 written explanation of mitigating circumstances with the payment of  
16 the fine. An admission of violation under this subsection shall be  
17 construed as an acceptance of all other conditions and restrictions  
18 imposed in addition to the fine, necessary to correct the  
19 infraction, as provided in the notice of infraction.

20 SECTION VII. AMENDMENT

21 MCC 8.10.050 is amended to read as follows:

22 ~~{8.10.050 State laws incorporated by reference.}~~

23 ~~In addition to provisions of this chapter regulating animals,~~  
24 ~~the following statutes shall apply in Multnomah County and shall be~~  
25 ~~enforced by the director in the same manner as though set forth~~  
26 ~~fully in this chapter, and by this reference, they are incorporated~~

07/23/92:1

1 within this chapter:

2 ~~(A) ORS 433.340 to 433.390, relating to rabies control,~~  
3 ~~provided, however, that the term "administrator of the~~  
4 ~~health division" used therein shall mean the director of~~  
5 ~~the department of environmental services for Multnomah~~  
6 ~~County.~~

7 ~~(B) The following sections of ORS chapter 609, relating to~~  
8 ~~dogs, and no others:~~

9 ~~609.020 Dogs as personal property;~~

10 ~~609.095 When dog is public nuisance; public nuisance~~  
11 ~~prohibited; complaint;~~

12 ~~609.097 Exception to dog as public nuisance;~~

13 ~~609.140 Right of action by owner of damaged livestock;~~

14 ~~609.150 Right to kill dog that kills or injures~~  
15 ~~livestock;~~

16 ~~609.155 Impounding dog that kills or injures~~  
17 ~~livestock; testing dog; killing dog; release;~~

18 ~~609.157 Disputable presumption that dog kills or~~  
19 ~~injures livestock; and~~

20 ~~609.160 Keeping dog with knowledge that it has injured~~  
21 ~~livestock.]~~

22 8.10.050 Relationship to Certain State Statutes

23 (A) Pursuant to ORS 609.015(1), this chapter supersedes  
24 enforcement in Multnomah County of the following  
25 state statutes: ORS 609.010(2), 609.030, 609.040,  
26 609.060, 609.090, 609.092, 609.095, 609.097,

07/23/92:1

1 609.100, 609.110, 609.150, 609.155, 609.160,  
2 609.170, 609.180, 609.190.

3 (B) Enforcement of ORS 433.340-433.390 shall be the  
4 responsibility of the Director and the County  
5 Health Officer. Provided such enforcement  
6 procedures shall comply with the state law and are  
7 not subject to the enforcement provisions of this  
8 chapter.

9  
10 SECTION IX. AMENDMENT

11 The following section is added to MCC 8.10:

12 8.10.054 Appeals, Fee.

13 (A) Any party issued a notice of infraction under this  
14 chapter may appeal the infraction by submitting a notice of appeal  
15 in writing along with the \$25 non-refundable hearing fee to the  
16 Animal Control Division within twenty (20) days of the date the  
17 notice of infraction was served on the party.

18 (B) Any party whose application for a facility license was  
19 denied or issued subject to conditions may appeal the license  
20 denial or conditional approval by submitting a notice of appeal in  
21 writing along with the \$25 non-refundable hearing fee to the Animal  
22 Control Division within twenty (20) days of the date the denial or  
23 conditional approval was mailed to the applicant by certified mail.

24 (C) Any party whose facility license has been revoked may  
25 appeal that revocation as provided in subsection (B).

26 SECTION X. AMENDMENT

07/23/92:1

1 The following section is added to MCC 8.10:

2 8.10.055 Hearings, Procedure.

3 (A) The board shall adopt procedural rules governing the  
4 conduct and scheduling of the appeal hearings under this chapter.

5 (B) Upon the receipt of a timely appeal, Animal Control  
6 Division shall set the matter for hearing on the next available  
7 date scheduled for Animal Control Appeals Hearings.

8 (C) Any party appealing a notice of infraction or license/  
9 denial revocation under this Chapter shall be given a written  
10 notice of the hearing date no less than ten (10) days prior to the  
11 scheduled hearing.

12 (D) The hearings officer shall hold a public hearing on any  
13 timely appeal from a notice of infraction issued under this Chapter  
14 or the denial/revocation of a facility license. The party who  
15 brought the appeal or any other person having relevant evidence  
16 concerning the nature of the infraction or license  
17 denial/revocation shall be allowed to present testimony and  
18 documentary evidence at the hearing. The hearings officer may  
19 consider mitigating or extenuating circumstances presented on  
20 behalf of a party.

21 (E) If the hearing is held to address a notice of infraction,  
22 the hearings officer shall determine whether the infraction  
23 contained in the notice did occur.

24 (F) If the hearing is held to address a facility license  
25 denial or revocation, the hearings officer shall determine whether  
26 the license was rightfully denied or revoked as provided under MCC

07/23/92:1

1 8.10.120.

2 (G) The hearings officer shall issue a written decision  
3 containing findings of fact addressing the allegations contained in  
4 the notice of infraction or the license denial revocation under MCC  
5 8.10.100 - 8.10.145. The decision shall clearly state the hearings  
6 officer's conclusion and the reasoning based on the findings of  
7 fact. The decision shall be signed and dated by the Hearings  
8 Officer and shall be served by personal service or certified mail  
9 to the last known address of the party who filed the appeal. The  
10 decision shall be final on the date of mailing.

11 (H) In all appeals under this Chapter the Hearings Officer  
12 shall have discretion ordering restrictions and penalties, except  
13 for the mandatory minimum fine penalties as provided under MCC  
14 8.10.900, which are not subject to waiver upon the entry of a  
15 decision upholding a notice of infraction.

16 (I) Failure of a party to file an appeal as provided in this  
17 section or unexcused failure of a party to appear at a duly  
18 scheduled hearing shall constitute a waiver by the party of any  
19 further appeal under this Chapter. Upon the entry of a waiver in  
20 the record, the last decision issued by the Animal Control Division  
21 shall become final.

22 SECTION XI.

23 The following section is added to MCC 8.10:

24 8.10.056 Stay of Enforcement, Exceptions.

25 (A) Enforcement of any notice of infraction or decision of  
26 the director shall be stayed during the pendency of an appeal.

07/23/92:1

1 except:

2 1. Restrictions placed on animal owner or keeper by the  
3 director under MCC 8.10.265 through 8.10.280; or

4 2. The impoundment of an animal as required under this  
5 Chapter or because it was necessary for the protection of the  
6 animal under MCC 8.10.040.

7 (B) Notwithstanding paragraph (A) of this subsection, in any  
8 case wherein the subject animal has been impounded and is to be  
9  euthanized pursuant to a hearings officer's decision, a party  
10  seeking a Writ of Review under ORS 34.010 to 34.100 of that  
11  decision, may obtain a stay of the destruction of the animal  
12  pending the resolution of the Writ of Review proceeding only as  
13  provided in this paragraph. The party shall submit a written  
14  notice to the Director within fifteen (15) days of the date of the  
15  Hearings Officer's decision of the party's intent to file a Writ of  
16  Review. The written notice shall be submitted with a deposit as  
17  required under MCC 8.10.057(B), if applicable.

18 (C) In any case subject to paragraph (B), the written notice  
19  to the director shall stay the destruction of the animal until a  
20  date not less than fifteen (15) days after final judgment by the  
21  court or the party's rights have expired under ORS 34.030.

22 SECTION XII. AMENDMENT

23 The following section is added to MCC 8.10.

24 8.10.057 Impoundment of Animals Pending Appeals, Fees.

25 (A) In any appeal wherein the subject animal has been  
26  impounded pending appeal of the notice of infraction to the

07/23/92:1

1 hearings officer, the owner or keeper of the animal shall be  
2 required to post a deposit with the director in the amount of \$100  
3 at the time an appeal is requested to apply towards the expense of  
4 sheltering the animal during the appeal process.

5 (B) If an animal not previously impounded under this Chapter  
6 is subsequently ordered to be impounded by a Hearings Officer and  
7 the owner or keeper appeals the Hearings Officer's decision by Writ  
8 of review to the Circuit Court, the owner or keeper of the animal  
9 shall be required to post a deposit with the director in the amount  
10 of \$100 at the time the notice of intent to file the Writ of Review  
11 is submitted under MCC 8.10.056(B) to apply towards the expense of  
12 sheltering the animal during the pendency of the Writ of Review  
13 proceeding.

14 (C) In either situation described above in a subsection (A)  
15 or (B), if the finding of a violation is upheld on appeal, the  
16 animal's owner or keeper shall be liable for the cost of the  
17 animal's impoundment and shall pay all fees incurred for sheltering  
18 and caring for the animal, or forfeit any amount remaining of the  
19 original deposit. If the Animal Control Division's finding is  
20 reversed on appeal the deposit shall be refunded.

21 SECTION XIII. AMENDMENT

22 MCC 8.10.120 is amended to read as follows:

23 8.10.120 Denial and revocation of licenses; ~~{appeals.}~~

24 (A) A license required by MCC 8.10.100 to 8.10.140 may be  
25 denied or revoked for any of the following reasons:

26 (1) Failure to comply substantially with any provision

07/23/92:1

1 of this chapter.

2 (2) Conviction of the owner or any person subject to the  
3 owner's direction or control for the infraction of any provision of  
4 this chapter or other applicable state or federal law, rule, order  
5 or regulation pertaining to any activity relating to animals.

6 (3) Furnishing false information on an application for  
7 a license under this chapter.

8 (B) The director shall refund 50 percent of any fee paid upon  
9 denial of a license, provided, however, no refund shall be made  
10 upon revocation.

11 (C) If ~~the Director denies~~ an application for a license ~~is~~  
12 ~~denied,~~ or approve~~d~~s subject to conditions, ~~the determination is~~  
13 ~~final unless~~ the applicant ~~may~~ appeals the denial or conditional  
14 approval. ~~{to the Board of County Commissioners by filing a written~~  
15 ~~request including the \$25 appeal fee, within 15 days of the date~~  
16 ~~denial or conditional approval was mailed to the applicant by~~  
17 ~~certified mail.}~~

18 (D) The director shall investigate any complaint concerning  
19 licensed facilities and, upon determination that a license should  
20 be revoked, shall serve written notice upon the licensee of that  
21 determination by certified mail. ~~{and schedule a hearing at which~~  
22 ~~the licensee may appear and be heard. The hearing shall be public,~~  
23 ~~and notice of the hearing shall be mailed to the licensee by~~  
24 ~~certified mail no later than 10 days before the date of the~~  
25 ~~hearing.}~~ The director's determination shall become final unless  
26 appealed.

07/23/92:1

1       (E) ~~{If the director confirms the revocation, the holder of~~  
2 ~~a revoked license may appeal the revocation to the Board of County~~  
3 ~~Commissioners by filing a written request to the director within 15~~  
4 ~~days after notice of the director's determination of revocation was~~  
5 ~~mailed by certified mail.}~~ Failure to file a timely request shall  
6 terminate any appeal right, and the director's decision revoking  
7 the license shall not be reviewable otherwise.

8       ~~{(F) A hearing upon an appeal under subsection (C) or (E) of~~  
9 ~~this section shall be conducted by the Board of County~~  
10 ~~Commissioners within 30 days of the request, with notice to be~~  
11 ~~mailed to the applicant by certified mail no later than 10 days~~  
12 ~~prior to the hearing, provided, however, that the board may refer~~  
13 ~~the matter to a hearings officer for the purpose of taking~~  
14 ~~evidence, making findings of fact and law and making~~  
15 ~~recommendations to the board, which shall act on any~~  
16 ~~recommendations within the time fixed in this subsection.}~~

17       ~~{(G) A decision of the Board of County Commissioners resulting~~  
18 ~~from any appeal under this section shall be reviewable only as~~  
19 ~~provided in ORS Chapter 34 and not otherwise.}~~ [Ord. 156 s V-3  
20 (1977)]

21       SECTION XIV. AMENDMENT.

22       MCC 8.10.190 (B)(7), (B)(9), (B)(11), and (B)(12) are amended  
23 to read as follows:

24       8.10.190(B)(7) Leave an animal unattended for more than 24  
25 consecutive hours without ~~{adequate}~~ minimum care.

26       8.10.190(B)(9) Physically mistreat any animal either by

07/23/92:1

1 deliberate abuse or neglect to furnish ~~{adequate}~~ minimum care,  
2 including medical care.

3 ~~{8.10.190(B)(11) Fail to comply with the regulations~~  
4 ~~applicable to potentially dangerous dogs.}~~

5 8.10.190(B)(11) Permit any dog to engage in any of the  
6 behaviors described in MCC 8.10.270(A) or (B).

7 8.10.190(B)(12) Permit any dog to engage in any of the  
8 behaviors described in MCC 8.10.270(C) through 8.10.270(E);

9 SECTION XV

10 MCC 8.10.191: Failure to Comply; Enforcement

11 (A) The failure to comply with any conditions or restrictions  
12 or other corrective action lawfully imposed pursuant to  
13 a notice of infraction not otherwise stayed under MCC  
14 8.10.056 is a violation of this chapter. Failure to pay  
15 the civil fine shall be a infraction under this section.  
16 A notice of infraction issued under this section for  
17 failure to comply shall be of the same classification as  
18 the original infraction. The first notice of infraction  
19 issued under this section shall not be construed as a  
20 second offense under MCC 8.10.900(B).

21 (B) Except as provided in MCC 8.10.191(C), all enforcement  
22 actions under this section shall be brought before  
23 Hearings Officers.

24 (C) Any enforcement action for failure to comply wherein the  
25 circumstances of the failure to comply by the party in  
26 violation are determined by the director to:

07/23/92:1

- 1) Be a substantial risk to public safety; or
  - 2) Be a substantial risk to the care and treatment of the subject animal(s); or
  - 3) Be a failure to pay past-due fines on three or more infractions within a 12-month period;
- shall be brought in the State Court as provided under ORS 203.810 and ORS 30.315.

SECTION XVI. AMENDMENT.

MCC 8.10.275 is amended to read as follows:

8.10.275 Potentially dangerous dogs; appeals; restrictions pending appeal.

~~{(A) The director shall have authority} to determine whether any dog has engaged in the behaviors specified in MCC 8.10.270. This determination may be based upon an investigation that includes observation of and testimony about the dog's behavior, including the dog's upbringing and the owner's control of the dog, and other relevant evidence as determined by the director. These observations and testimony can be provided by Multnomah County animal control officers or by other witnesses who personally observed the behavior. They shall sign a written statement attesting to the observed behavior and agree to provide testimony regarding the dog's behavior of necessary.}~~

~~{(B)}~~ (A) The director shall have the discretion to increase or decrease a classified dogs restrictions based upon relevant circumstances.

07/23/92:1

1       ~~{(C) [The director shall give the dog's owner written notice~~  
2 ~~by certified mail or personal service of the dog's specified~~  
3 ~~behavior, of the dog's classification as a potentially dangerous~~  
4 ~~dog and of the restrictions applicable to that dog by reason of its~~  
5 ~~classification. If the owner denies that the behavior in question~~  
6 ~~occurred, the owner may appeal the director's decision to the~~  
7 ~~Hearings Officer by filing a written request for a hearing with the~~  
8 ~~director within ten (10) days of the notice was mailed to the owner~~  
9 ~~by certified mail or the owner was personally served. Level 1~~  
10 ~~classifications are not appealable. The director shall establish~~  
11 ~~a non-refundable appeal fee of not less than \$25 that must~~  
12 ~~accompany the written request for appeal. Failure to meet all~~  
13 ~~appeal requirements within ten (10) days shall result in the~~  
14 ~~classification being final.]~~

15       ~~{(D) [The Hearings Officer shall hold a public hearing on any~~  
16 ~~appeal from the director's decision to classify a dog as~~  
17 ~~potentially dangerous. The owner shall be mailed written notice of~~  
18 ~~the appeal hearing no less than seven (7) days prior to the~~  
19 ~~hearing. The owner and any other persons having relevant evidence~~  
20 ~~concerning the dog's behavior as specified in MCC 8.10.270 shall be~~  
21 ~~allowed to present testimony and documentary evidence at the~~  
22 ~~hearing. The Hearings Officer shall determine whether behavior~~  
23 ~~specified in MCC 8.10.270 was exhibited by the dog in question.~~  
24 ~~The Hearings Officer may reduce or increase the classification~~  
25 ~~level. The Hearings Officer shall have discretion ordering~~  
26 ~~restrictions. The order shall state what, if any, level of~~

07/23/92:1

1 ~~classification has been applied and shall impose the applicable~~  
2 ~~restrictions under this code. The order shall be signed and dated~~  
3 ~~by the Hearings Officer and shall be mailed to the last known~~  
4 ~~address of the owner and any person who gave testimony at the~~  
5 ~~appeal hearing. The order shall be final on the date of mailing.]~~

6 ~~{(E)}~~ (B) Upon receipt of notice of the dog's classification  
7 as a Level 1, 2, 3, or 4 potentially dangerous dog ~~{pursuant to~~  
8 ~~subsection (C) of this section,}~~ by the notice of infraction the  
9 owner shall comply with the restrictions specified in the notice  
10 unless ~~{as the director's decision is}~~ reversed on appeal. Failure  
11 to comply with the specified restrictions shall be a violation of  
12 this chapter for which a fine can be imposed. Additionally, the  
13 director shall have authority to impound the dog pending completion  
14 of all appeals.

15 ~~{(F)}~~ (D) If ~~{the director}~~ the notice of infraction or the  
16 Hearings Officer's decision finds that a dog has engaged in Level  
17 5 behavior, the dog shall be impounded pending the completion of  
18 any appeals. ~~{In addition to the appeal fee set forth in MCC~~  
19 ~~8.10.275(C) the owner shall be required to post a deposit with the~~  
20 ~~director in the amount of \$100, at the time an appeal is requested~~  
21 ~~to apply towards the expenses of sheltering the dog during the~~  
22 ~~appeal process. If the director's decision is upheld on appeal,~~  
23 ~~the dog's owner shall be liable for the cost of the dog's~~  
24 ~~impoundment, and the owner shall pay all fees incurred for the~~  
25 ~~sheltering of the dog or forfeit the deposit. If the director's~~  
26 ~~decision to classify the dog as a potentially dangerous dog is~~

07/23/92:1

1 ~~reversed, the deposit shall be refunded.}~~

2 ~~{(G) The Board shall adopt procedural rules governing the~~  
3 ~~scheduling of the appeals provided for in this section.}~~

4 ~~{(H) The imposition of regulations pursuant to this section~~  
5 ~~shall be prevent the director from also issuing a citation pursuant~~  
6 ~~to MCC 8.10.900.} ~~[Ord 517 s 3 (1986); Ord 550 s 2 (1987); Ord~~  
7 ~~591 s 3 (1988)]}~~~~

8 SECTION XVII. AMENDMENT.

9 MCC 8.10.280 is amended to read as follows:

10 8.10.280 Regulation of potentially dangerous dogs. In addition to  
11 the other requirements of MCC Chapter 8.10, the owner or keeper of  
12 a potentially dangerous dog shall comply with the following:

13 (A) Dogs classified as Level 1 dogs shall be restrained in  
14 accordance with MCC 8.10.010(B) by a physical device or structure,  
15 in a manner that prevents the dog from reaching any public  
16 sidewalk, or adjoining property and must be located so as not to  
17 interfere with the public's legal access to the owner's property,  
18 whenever that dog is outside the owner's home and not on a leash.

19 (B) Dogs classified as Level 2 dogs shall be confined within  
20 a secure enclosure whenever the dog is not on a leash or inside the  
21 home of the owner. The secure enclosure must be located so as not  
22 to interfere with the public's legal access to the owner's  
23 property. In addition, the director may require the owner to  
24 obtain and maintain proof of public liability insurance. In  
25 addition, the owner may be required to pass a responsible pet  
26 ownership test administered by the director.

07/23/92:1

1 (C) Dogs classified as Level 3 or Level 4 dogs shall be  
2 confined within a secure enclosure whenever the dog is not on a  
3 leash or inside the home of the owner. The secure enclosure must  
4 be located so as not to interfere with the public's legal access to  
5 the owner's property, and the owner shall post warning signs, which  
6 are provided by the director, on the property where the dog is  
7 kept, in conformance with rules to be adopted by the director. In  
8 addition, the director may require the owner to obtain and maintain  
9 proof of public liability insurance. the owner shall not permit  
10 the dog to be off the owner's property unless the dog is muzzled  
11 and restrained by and adequate leash and under the control of a  
12 capable person. In addition, the director may require the owner to  
13 satisfactorily complete a pet ownership program.

14 (D) Dogs classified as Level 5 dogs as described in  
15 MCC 8.10.270 shall be euthanized. In addition, the director may  
16 suspend, for a period of time specified by the director, that dog  
17 owner's right to be the owner of any dog in Multnomah County,  
18 including dogs currently owned by that person.

19 (E) All dogs classified as Level 5 potentially dangerous dogs  
20 shall be euthanized at any time not less than [~~ten (10)~~] twenty  
21 (20) days after the date of classification [~~by the director~~].  
22 Notification to the director of any appeal to the Hearings Officer  
23 as provided for in MCC [~~8.10.275(B)~~] B.10.054(A) or to any court of  
24 competent jurisdiction shall delay destruction of the dog until a  
25 date not less than [~~ten (10)~~] fifteen (15) days after a final  
26 decision by the Hearings Officer or final judgment by the court.

07/23/92:1

1 (F) To insure correct identification, all dogs that have been  
2 classified as potentially dangerous may be marked with a permanent  
3 identifying mark, photographed, or fitted with a special tag or  
4 collar provided by the director. The director shall adopt rules  
5 specifying the type of required identification.

6 (G) In addition to the normal licensing fees established by  
7 MCC 8.10.220(A)(1) and (2), there shall be an annual fee of \$15 for  
8 dogs that have been classified as potentially dangerous. This  
9 additional fee shall be imposed at the time of classification of  
10 the potentially dangerous dog, and shall be payable within 30 days  
11 of notification by the director. Annual payment of this additional  
12 fee shall be payable within 30 days of notification by the  
13 director.

14 (H) The owner of a potentially dangerous dog shall not permit  
15 the warning sign to be removed from the secure enclosure, and shall  
16 not permit the special tag or collar from being removed from the  
17 classified dog. The owner of a potentially dangerous dog shall not  
18 permit the dog to be moved to a new address or change owners  
19 without providing the director with ten (10) days prior written  
20 notification.

21 (I) Declassification of potentially dangerous dogs. Any  
22 owner of a classified potentially dangerous dog may apply to the  
23 director or the hearings officer, in writing, to have the  
24 restrictions reduced or removed.

25 (1) The following conditions must be met:

26 (a) Level 1 or Level 2 dog has been classified for

07/23/92:1

1 ~~{two}~~ one years without further incident, or ~~{five}~~ two years for  
2 Level 3 or Level 4 dogs; and

3 (b) The owner provides the director with written  
4 certification of satisfactory completion of obedience training for  
5 the dog classified; and

6 (c) There have been no violations of the specified  
7 regulations; and

8 (d) In addition, the director may require the dog  
9 owner to provide written verification that the classified dog has  
10 been spayed or neutered.

11 (e) Any reclassification request submitted under  
12 this subsection must include \$25 review fee.

13 (2) When the owner of a potentially dangerous dog meets  
14 all of the conditions in this subsection, the restrictions for  
15 Level 1 and Level 2 classified dogs may be removed. Restrictions  
16 for Level 3 and Level 4 dogs may be removed, with the exception of  
17 the secure enclosure. ~~{Ord 517 s 3 (1986); Ord 591 s 4 (1988)}~~

18 SECTION XVIII. AMENDMENT

19 MCC 8.10.900 is amended to read as follows:

20 8.10.900 Penalties, generally. ~~{Offenses committed in violation~~  
21 ~~of provisions of this chapter shall be prosecuted in the manner~~  
22 ~~provided in ORS 203.810. conviction of a violation of any~~  
23 ~~provision of this chapter not specifically listed in MCC 8.10.900~~  
24 ~~to 8.10.940, shall be subject to a fine not to exceed}~~

25 (A) Violations of the provisions of this chapter shall be  
26 classified as provided below.

07/23/92:1

1           (1) Class A infractions. Violations of the following  
2 sections or subsections shall be Class A infractions:

- 3           (a) MCC 8.10.030
- 4           (b) MCC 8.10.180
- 5           (c) MCC 8.10.190 (B)(3)
- 6           (d) MCC 8.10.190 (B)(8)
- 7           (e) MCC 8.10.190 (B)(9)
- 8           (f) MCC 8.10.190 (B)(10)
- 9           (g) MCC 8.10.190 (B)(12)
- 10          (h) MCC 8.10.200

11           (2) Class B Infractions: Violations of the following  
12 sections or subsections of this chapter shall be Class B  
13 infractions:

- 14          (a) 8.10.150
- 15          (b) 8.10.155
- 16          (c) 8.10.190(B)(4)
- 17          (d) 8.10.190(B)(5)
- 18          (e) 8.10.190(B)(6)
- 19          (f) 8.10.190(B)(7)
- 20          (g) 8.10.190(B)(11)

21           (3) Class C Infractions. Infractions of the following  
22 sections or subsections of this chapter shall be Class C  
23 infractions:

- 24          (a) 8.10.070
- 25          (b) 8.10.170
- 26          (c) 8.10.190(B)(1)

07/23/92:1

1           (d) 8.10.190(B)(2)

2           (e) 8.10.210

3           (4) Any other violation of this chapter not listed in  
4 this subsection shall be a Class A infraction.

5           (B) Fines:

6           (1) Class A Infraction. A fine for Class A infraction  
7 shall be no less than \$100 nor more than \$500 for a first offense.  
8 The fine for a second Class A infraction committed within 12 months  
9 from the date that the first offense was committed shall be no less  
10 then \$200, nor more than \$500. The fine for a third Class A  
11 infraction committed within 12 months from the date that the first  
12 offense was committed, the fine shall be not less than \$500.

13           (2) Class B Infraction. A fine for Class B infraction  
14 shall be no less than \$50 nor more than \$250 for a first offense.  
15 If the violator committed either a Class A or B infraction within  
16 the 12 month period immediately prior to the date of the second  
17 infraction, the fine shall be no less than \$100 nor more than \$250.  
18 If the violator has committed two or more Class A or B infractions  
19 within the twelve month period immediately prior to the date of the  
20 most recent notice of infraction for a Class B infraction, the fine  
21 shall be \$250.

22           (3) Class C Infractions: A fine for a Class C  
23 infraction shall be no less than \$25 nor greater than \$150 for a  
24 first offense. If the violator has committed a class A, B, or C  
25 infraction within the 12 month period immediately prior to the date  
26 of the second infraction, the fine shall be no less than \$50 nor

07/23/92:1

1 more than \$150. If the violator has committed two or more Class A,  
2 B, or C infractions within the 12-month period immediately prior to  
3 the date of the most recent notice of infraction for a Class C  
4 infraction, the fine shall be \$150.

5 (C) Additional Conditions and Restrictions. In addition to  
6 the monetary civil penalties imposed for infractions of this  
7 chapter, the Director and the Hearings Officer shall have authority  
8 to order additional restrictions and conditions upon the party in  
9 violation, including but not limited to:

10 (1) Require the violator to satisfactorily complete an  
11 obedience program approved by the Director or Hearings Officer at  
12 owner's expense;

13 (2) Require the violator to attend a responsible pet  
14 ownership program adopted and/or approved by the Director or  
15 Hearings Officer, at the violator's expense;

16 (3) Require the owner or keeper of an animal that  
17 unreasonably causes annoyance, as described in 8.10.190 (B)(6), to  
18 keep the animal inside the owner or keeper's residence between the  
19 hours of 10:00 p.m. and 7:00 a.m.;

20 (4) Suspend for a period of time determined by the  
21 Director or Hearings Officer not to exceed five years, that  
22 person's right to be a licensed owner or keeper of any dog or cat  
23 in Multnomah County, including animals currently owned by that  
24 person;

25 (5) Any other condition(s) that would reasonably abate  
26 the infraction;

07/23/92:1

1           (6) Require the owner or keeper to have the animal  
2 surgically sterilized within a time period determined by the  
3 director or Hearings Officer.

4           (D) Late Payment Penalties. If a civil penalty is unpaid  
5 between 30 and 60 days, the fine then due shall be double the  
6 original amount on the notice of infraction.

7           (E) At the discretion of the director, any civil penalty(ies)  
8 not paid within thirty (30) days from the date of issuance of the  
9 notice of infraction may be assigned to a collections agency for  
10 collection.

11           (F) Ten percent (10%) of the fines and penalties collected  
12 under this chapter shall be placed in a separate fund for the  
13 purpose of providing training for animal control personnel.

14 SECTION XIX.    AMENDMENT

15           MCC 8.10.910 is amended to read as follows:

16           8.10.910 Facilities:    operation without license or in  
17 violation of license standards.

18           (A) ~~{Any person convicted of operating}~~ The operation of a  
19 facility without a license for which licensing is required under  
20 MCC 8.10.100 to 8.10.145 shall be ~~{subject to a fine not to exceed~~  
21 ~~500}~~ a Class A infraction, and, in addition, the ~~{court}~~ director  
22 or hearings officer may order removal of all animals housed in the  
23 facility which exceed the number allowed under this chapter and  
24 require them to be removed from the County or to be impounded  
25 subject to ~~{subsection (D) of MCC 8.10.040.}~~ MCC 8.10.040(D).

26           8.10.910(B)

07/23/92:1

1 ~~{Any person holding a facility license issued under MCC~~  
 2 ~~8.10.100 to 8.10.145 who is convicted of violation of any provision~~  
 3 ~~of this chapter applicable to that license or the care of animals~~  
 4 ~~housed in the facility, shall, in addition to the revocation~~  
 5 ~~proceedings provided in MCC 8.10.100 to 8.10.145, be subject to a~~  
 6 ~~fine not to exceed \$500, and in addition, the court may order~~  
 7 ~~removal of any or all animals from the facility for impoundment~~  
 8 ~~subject to subsection (D) of MCC 8.10.140. Ord. 156 s. VIII-2~~  
 9 ~~1977)}~~ The operation of a facility by a person holding a facility  
 10 license under MCC 8.10.100 to 8.10.145, in violation of any  
 11 provision of this chapter applicable to that license or to the care  
 12 of the animals housed in the facility, shall be a Class A  
 13 infraction; and in addition the director or hearings officer may  
 14 order removal of any or all animals from the facility for  
 15 impoundment subject to MCC 8.10.040(D).

16 SECTION XX. AMENDMENT

17 Sections MCC 8.10.920 through MCC 8.10.950 are repealed.

18 ~~{8.10.920 Poisonous food penalty. Any person convicted of~~  
 19 ~~violation of MCC 8.10.180, shall be subject to imprisonment for not~~  
 20 ~~more than one year and a fine not to exceed \$1,000 or both. Ord.~~  
 21 ~~156 s. VIII-3 (1977)}~~

22 ~~{8.10.930 Animal owner regulation violations. Any person~~  
 23 ~~convicted of violation of MCC 8.10.190, shall be subject to a fine~~  
 24 ~~not to exceed \$500, and the court in its discretion may also order~~  
 25 ~~destruction of the animals involved, subject to subsection (D) of~~  
 26 ~~MCC 8.10.040 or surgical sterilization of any animal or appropriate~~

07/23/92:1

1 ~~procedure to render an animal mute. Additionally, appropriate~~  
2 ~~procedure to render an animal mute. Additionally, the court in its~~  
3 ~~discretion may suspend, for a period of time specified by the~~  
4 ~~court, that person's right to be the owner of any dog in Multnomah~~  
5 ~~County, including dogs currently owned by that person. Ord. 156 s.~~  
6 ~~VII 4 (1977); Ord. 417 s. 5 (1986)}~~

7 ~~{8.10.940 Penalty for keeping gamecocks, animal fights and~~  
8 ~~fight training.}~~

9 ~~{(A) Any person convicted of violation of MCC 8.10.200, shall~~  
10 ~~be subject to a fine not to exceed \$500, and the court may order~~  
11 ~~impoundment of any animal caused to be engaged in the prohibited~~  
12 ~~conduct, which animal may be disposed of by the director.}~~

13 ~~{(B) Any person previously convicted under this section shall~~  
14 ~~be subject to punishment by imprisonment for a term of not more~~  
15 ~~than one year and a fine not to exceed \$1,000 or both. Ord. 156 s.~~  
16 ~~VIII 5 (1977).}~~

17 ~~{8.10.950 Penalty for violation of potentially dangerous dog~~  
18 ~~requirements.}~~

19 ~~{In addition to the provisions of MCC 8.10.930, any person~~  
20 ~~convicted of violating MCC 8.10.190 (B) (11) and (12) shall be~~  
21 ~~subject to a minimum fine of \$100 for the first offense, and a~~  
22 ~~minimum fine of \$500 for any subsequent offense. Minimum fines~~  
23 ~~shall not be suspendable by the court. Ord. 591 s. 6 (1988).}~~

24 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1992, being  
25 the date of its \_\_\_\_\_ reading before the Board of County  
26 Commissioners of Multnomah County, Oregon.

07/23/92:1

1 (SEAL)

2  
3 Gladys McCoy, Chair  
Multnomah County, Oregon

4 REVIEWED:

5  
6 By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel  
7 For Multnomah County, Oregon

8 I:\MOR\043MOR.ORD\dp

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07/23/92:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

Meeting Date JUL 30 1992

Agenda No. R-6

(Above space for Clerk's Office Use) AUG 06 1992

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

R-15

SUBJECT: AMENDMENT TO MECHANICAL PERMIT FEES

BCC INFORMAL 7/28/92 BCC FORMAL 7/30/92  
(DATE) (DATE)

DEPARTMENT DES DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

PERSON(S) MAKING PRESENTATION Betsy Williams/Denise Kleim

ACTION REQUESTED

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON THE 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):

This ordinance amendment adjusts mechanical permit fees to make Multnomah County fees consistent with the City of Portland fee structure. The City of Portland administers the County's building code under an intergovernmental agreement, and a uniform fee structure is necessary for efficient administration of the program.

B/6/92 QWO ROA 8/13/92  
ANNOTATED to BETSY WILLIAMS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

OR

DEPARTMENT MANAGER Paul Garbary / bhw

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 20 AM 10:29  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

Ordinance Title: AMENDMENT TO MECHANICAL PERMIT FEES

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance amends the County's mechanical permit fees to reflect increases recently adopted by the City of Portland. Portland administers the County's building code program, under the terms of an intergovernmental agreement; and a uniform fee structure is necessary for efficient administration of the program.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

City of Portland amended their fees in June, 1992.

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

No impact on Multnomah County. Fee increases offset increased costs in administering the program by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy Williams

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Paul Yarbrough / bkw

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An Ordinance amending Multnomah County Code Chapter 9.10.

(Language in brackets [ ] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform mechanical permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of mechanical codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.10.100 is amended as follows:

9.10.100 Fees. The following fee schedule shall apply under this chapter in addition to those provided in the State Building Code. Where conflicts occur with fees provided in the State Building Code, the fees in this chapter shall prevail.

(A) Building permit fees shall be charged based on the total valuation of work to be performed.

Total Valuation of Work to be Performed	Fees
\$1.00 to \$500	\$15.00
\$501 to \$2,000	\$15.00 for the first \$500, plus [\$1.85] <u>\$1.90</u> for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	[\$42.75] <u>\$43.50</u> for the first

	\$2,000, plus [\$7.30] <u>\$7.60</u> for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	[\$210.65] <u>\$218.30</u> for the first \$25,000, plus [\$5.50] <u>\$5.70</u> for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	[\$348.15] <u>\$360.80</u> for the first \$50,000, plus [\$3.65] <u>\$3.80</u> for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	[\$530.65] <u>\$550.80</u> for the first \$100,000, plus [\$3.05] <u>\$3.20</u> for each additional \$1,000 or fraction thereof

(B) Exempt area fire and life safety plan review and inspection - 40 percent of the required building permit fee.

(C) Requested Inspection Fees: Requested inspections that are not part of the regular inspection program will be made as soon as practical after payment to the Building official of the fee specified below:

(1) Single and two family dwellings (Occupancy Class R3)	\$100
(2) Apartment houses (Occupancy Class R1) (plus \$7 for each dwelling unit in excess of three)	\$160
(3) Hotels (Occupancy Class R1) (plus \$5 for each sleeping room in excess of five)	\$160
(4) All other occupancies one and two stories in height up to 10,000 square feet (plus \$7 for each additional 1,000 square feet)	\$160
(5) All other occupancies three stories in height and above (plus \$20 for each story in excess of three)	\$160
(D) Demolition of structure	\$ 40.00
(E) Temporary permit or temporary certificate of occupancy	\$ 50.00

- (F) Hearing fee, board of appeals:
  - (1) One-and two-family dwellings \$ 50.00
  - (2) All other buildings \$100.00

(G) Certificate of occupancy (new permit not required) \$50.00

- (H) Automatic sprinkler system
  - (1) Minimum charge \$ 40.00
  - (2) Per sprinkler head for first 100 .50
  - (3) Per sprinkler head in excess of first 100 .30
  - (4) Permit fee surcharge 5 percent

(I) Heating and ventilating fees under the Uniform Mechanical Code. The minimum permit fee under this subsection shall be [~~\$22.00~~] \$23.00.

(1) New single- and two-family residences. The following fees for each dwelling unit shall include all heating and ventilating installations within or attached to the building at the time of occupancy.

- (a) Conditioned floor space under 1000 s.f. [~~\$30.00~~] \$31.00 each
- (b) Conditioned floor space under 2000 s.f. [~~\$40.00~~] \$42.00 each
- (c) Conditioned floor space 2000 s.f or more [~~\$50.00~~] \$52.00 each

(2) Residential Permit Fees (other than (1) above). The following fees are for single-family and two-family dwellings (R-3 and S.R. occupancies) and each individual dwelling within an apartment building, condominium building, hotel or motel (R-1 occupancy), which is individually heated and/or air conditioned. Central mechanical systems in multi-family buildings or appliances and systems not identified in this subsection shall be assessed fee(s) in accordance with paragraph (3).

- (a) Furnaces: For the installation, relocation, or replacement of each furnace:
  - (i) Forced air or gravity type furnace [\$ 12.50] \$13.00
  - (ii) Floor furnace \$ 10.00

- (iii) Vented wall furnace or recessed wall heater \$ 10.00
- (iv) Room heater (non-portable) \$ 13.00
- (b) Woodstoves: For the installation, relocation or replacement of each woodstove, fireplace stove, [room heater,] or factory built fireplace (including hearth and wall shield) [\$22.50] \$23.00
- (c) Chimney Vent: For the installation, relocation, or replacement of each factory built chimney or appliance vent [\$8.50] \$ 9.00
- (d) Boiler: For the installation, relocation, or replacement of each boiler (water heater), not exceeding 120 gallons, water temperature of 210 F., for 200,000 BTU input [\$12.50] \$13.00
- (e) Air Handler [of] or heat exchanger: For the installation, relocation, or replacement of each air handler or heat exchanger \$10.00
- (f) Heat pumps: For the installation, relocation, or replacement of ducted heat pump (including compressor, exchanger, and ducts attached thereto). [\$20.00] \$21.00
- (g) Air Conditioners: For the installation, relocation, or replacement of each condensing or [evaporation] evaporating air conditioner (except portable type). \$10.00
- (h) Ventilation fan: For the installation, relocation, or replacement of each ducted ventilation fan \$ 5.00
- (i) Range hood: For the installation, relocation, or replacement of each domestic range hood, including duct \$10.00
- (j) Gas Piping: For the installation, relocation, or replacement of gas piping.



Reinspection Fee  
(Minimum Charge \$30)

\$50/hour

- (7) Replacement of a hot water heater in kind shall not require a heating and ventilation permit when the hot water heater installation is the only work requiring such a permit. Such permit is covered under the plumbing permit.

(J) Charge for partial permits: When complete plans and specifications are not available, the Building Official may issue partial permits to assist in the commencement of the work, provided that a partial permit charge is paid to the Building Official. The number of partial permits issued shall not exceed six on any individual project, except that in special circumstances the Building Official may allow this number to be exceeded. Partial building permits issued under this section shall be subject to a \$250 charge for each permit so issued.

(K) Inspection outside of normal business hours: A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

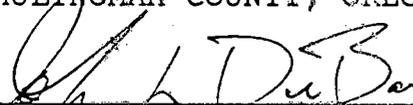
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1992 being the date of its \_\_\_\_\_ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
John L. DuBay County Counsel

AUG 13 1992

R-9

Meeting Date JUL 30 1992

Agenda No. R-7

(Above space for Clerk's Office Use)

AUG 06 1992

R-16

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: AMENDMENT TO PLUMBING PERMIT FEES

BCC INFORMAL 7/28/92 BCC FORMAL 7/30/92  
(DATE) (DATE)

DEPARTMENT DES DIVISION Administration

CONTACT Betsy Williams TELEPHONE 248-5012

PERSON(S) MAKING PRESENTATION Betsy Williams/Denise Kleim

ACTION REQUESTED

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON THE 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):

This ordinance amendment adjusts plumbing permit fees to make Multnomah County fees consistent with the City of Portland fee structure. The City of Portland administers the County's building code under an intergovernmental agreement, and a uniform fee structure is necessary for efficient administration of the program.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

OR

DEPARTMENT MANAGER Paul Yarbrough / bkw

(All accompanying documents must have required signatures)

*Continued to August 6, 1992*

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 20 AM 10:29  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

Ordinance Title: AMENDMENT TO PLUMBING PERMIT FEES

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance amends the County's plumbing permit fees to reflect increases recently adopted by the City of Portland. Portland administers the County's building code program, under the terms of an intergovernmental agreement; and a uniform fee structure is necessary for efficient administration.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

City of Portland amended their fees in June, 1992.

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

No impact on Multnomah County. Fee increases offset increased costs in administering the program by the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Betsy William

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Paul Yarbrough / bku

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON  
ORDINANCE NO. \_\_\_\_\_

An Ordinance amending Multnomah County Code Chapter 9.30.

(Language in brackets [ ] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Findings

The Board of County Commissioners finds that citizens, businesses and commerce in general, will benefit from uniform plumbing permit fees within the metro area.

The Board of County Commissioners also finds that fee adjustments are necessary and convenient for efficient administration of plumbing codes under the City/County intergovernmental agreements relating to permit functions.

Section 2. Amendment

M.C.C. 9.30.100 is amended as follows:

9.30.100 Fees.

(A) Before a permit may be issued for the installation, alteration, renovation or repair of a plumbing or sewage disposal system, fees shall be collected in accordance with this section. Fees charged in this section relate to individual building or structure systems. Multiple service, private plumbing or sewage disposal systems, included but not limited to planned unit developments, shall be subject to plan review fees as set forth in MCC 5.10.220.

(B) Where an application is made and a plan is required, in addition to the fees under subsection (C) of this section, the applicant shall pay a plan review fee equal to 25% of the permit fee. Payment shall be made at the time of application.

(C) Before a permit may be issued for the installation, renovation, alteration or repair of a plumbing or drainage system, fees in accordance with the following table shall be paid:

- |  |                                      |
|--|--------------------------------------|
| (1) New construction for a single-family dwelling, each unit with one bathroom | [ <del>\$185.00</del> ] <u>\$213</u> |
|--|--------------------------------------|

- (2) New construction for a single-family dwelling, each unit with two bathrooms [\$250.00] \$288
- (3) New construction for a single-family dwelling, each unit with three bathrooms and not over 40 fixtures [\$295.00] \$339
- (4) Dwelling, each unit fixture repair or remodel, each fixture [\$13.00] \$15
- Water service or building sewer fees shall be in accordance with subsection (8) of this section
- (5) Mobile home service connections (sewer, water and storm), per space [\$35.00] \$40.00
- (6) Commercial/industrial. The fee shall be [\$13] \$15 per fixture, plus any water service, sanitary and storm fees as required by subsection (8) of this section.
- (7) Single-family with more than 40 fixtures or over 3 baths, or when not purchased as a package, the fee shall be [\$13] \$15 per fixture, plus water service, raindrains, sanitary and storm sewers as required in subsection (8) of this section.
- (8) Water service/sanitary/storm sewer
- (a) Water service (first 100 feet or fraction thereof) [\$ 36.00] \$41
- (b) Water service (each additional 100 feet or portion thereof) [\$ 30.00] \$34
- (c) Building sewer (first 100 feet or fraction thereof) [\$ 36.00] \$41
- (d) Building sewer (each additional 100 feet or fraction thereof) [\$ 30.00] \$34
- (e) Building storm sewer or rain drain (first 100 feet or fraction thereof) [\$36.00] \$41
- (f) Building storm sewer or rain drain (each additional 100 feet or fraction thereof) [\$30.00] \$34

(9) Miscellaneous:

- (a) Sewer cap [ \$ 36.00] \$41
- (b) Replacement water heater  
(includes electrical and/or  
mechanical heating fee for an  
in-kind replacement) [ \$ 27.00] \$15
- (c) For replacement of existing water  
supply lines within the building:
  - (i) Single-family residence:  
[\$27] \$31 minimum first floor  
[\$10] \$12 for each additional floor
  - (ii) Commercial/industrial structure:  
[\$27] \$31 for up to the first five fixture  
branches  
  
Each additional fixture branch shall  
be [\$7] \$8 (fixture branch shall include  
both hot and cold water)
- (d) Each solar unit [ \$35.00] \$40.00

(D) Special inspection.

- (1) Prefabricated structural site inspection,  
the fee shall be 50% of applicable  
category (includes site development and  
connection of the prefabricated structure).
- (2) Requested inspections that are not part of the regular  
inspection program will be made as soon as practical after  
payment to the building official of the fee specified below:
  - (a) Single and two family dwellings \$100  
(occupancy class R3)
  - (b) Apartment houses (occupancy class R1) \$160  
(plus \$7 for each dwelling unit  
in excess of three)
  - (c) Hotels (occupancy class R1) \$160  
(plus \$5 for each sleeping room  
in excess of five)
  - (d) All other occupancies one and two \$160  
stories in height up to 10,000 square  
feet (plus \$7 for each additional  
1,000 square feet)

(e) All other occupancies three stories in height and above (plus \$20 for each story in excess of three) \$160

(E) Plumbing permit fees shall be doubled if installation is commenced prior to issuance of a permit, except that this provision will not apply to proven emergency installations when a permit is obtained within 24 hours, excluding Saturdays, Sundays and holidays.

(F) A fee of \$50.00 per hour, with a minimum charge of \$30.00 for the first half hour or fraction thereof, shall be charged for reinspections for which no fee is specifically indicated:

(G) The minimum charge for any permit issued pursuant to this section shall be [~~\$27~~] \$31.

[(H) For verification of plumbing and sewer records the fee shall be \$5.00 for each address verified.]

[(I)] (H) A fee of \$50 per hour or fraction thereof [,with a minimum charge of three hours,] shall be charged for inspections outside of normal business hours.

[(J)] (I) A fee of \$50 per hour, with a minimum charge of \$30 for the first half hour or fraction thereof, shall be charged for additional plan reviews required by changes, additions, or revisions to approved plans.

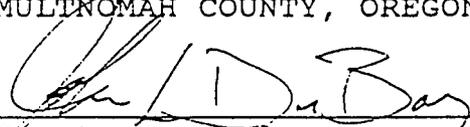
ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1992 being the date of its \_\_\_\_\_ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By:   
\_\_\_\_\_  
County Counsel

Meeting Date: JUL 30 1992

Agenda No: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Revenue Contract from State Children and Youth Services Commission, to Housing and Community Services Division

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_

Date Date

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Norm Monroe/Rey España TELEPHONE: 248-5464

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

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):

The Housing and Community Services Division recommends Board approval of the revenue agreement from the State Community Children and Youth Services Commission, which grants \$3,800 for a Technical Assistance project. This project funds a crewleader to supervise six youths employed in the Community Pride summer employment program through the Juvenile Justice Division. The grant continues a demonstration project started last summer.

The \$3,800 is being added to the Housing and Community Services Division budget through a budget modification, being processed simultaneously to this contract.

~~\*\*Please schedule this revenue agreement and the Bud Mod DSS # \_\_\_\_\_ simultaneously on the BCC agenda.\*\*~~

SIGNATURES:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Gary Nakao (cc)

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1992 JUL 16 AM 11:52  
JULIENAH COUNTY  
OREGON

orysc93

*Sent Original BCC Contract to Cella Murray 8-7-92.*



# 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: July 14, 1992

SUBJECT: Revenue Agreement from State Community Children and Youth Services  
Commission and DSS Budget Modification #1

Retroactive Status: The revenue agreement from the State is retroactive to July 1, 1992, the date set by the State. The contract was not received until after the start up date.

Recommendation: The Housing and Community Services Division/Community Action Program recommends Board of County Commissioner approval of the attached revenue contract from the Oregon Community Children and Youth Services Commission, for the period July 1, 1992 through September 30, 1992.

The Division further recommends Board approval of DSS Budget Modification #1, which adds the revenues to the Division's temporary personnel budget.

Analysis/Background: The Housing and Community Services Division has received a \$3,800 grant award from the Oregon Community Children and Youth Services Commission for a Technical Assistance project. The project funds a crew leader to supervise six youth selected through the SE Youth Service Center to participate in the "Community Pride" summer employment program administered through the Juvenile Justice Division.

The Community Pride project started in the summer of 1991 to employ youth to clean and help maintain County abandoned properties in NE Portland. This summer, the program will expand to SE Portland. The program operates in conjunction with the Portland Industry Council.

DSS Budget Modification #1 increases the temporary personnel, fringe, insurance lines in the Housing and Community Services Division budget. The Juvenile Justice Division, which will actually hire the crew leader, will charge the personnel costs against the Housing and Community Services Division budget, up to the \$3,800 budget.

orysc93z



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102733

Amendment # -

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement Revenue <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-8</u> DATE <u>7/30/92</u>  <i>Cari A. Peterson</i>  <b>BOARD CLERK</b></p>
--	---	--

Department Social Services Division Hsg & Community Svcs Date July 14, 1992

Contract Originator (same as below) Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

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

Description of Contract Agreement funds supervisors for Summer Youth employment program

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Oregon Community Children and Youth Services Commission

Mailing Address 530 Center St. NE, #300  
Salem, OR 97310

Phone (503) 373-1283

Employer ID # or SS # \_\_\_\_\_

Effective Date July 1, 1992

Termination Date September 30, 1992

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 3,800

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 Larry Nakoo (ac)

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel William C. Rauer

County Chair/Sheriff Gladya McElroy

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

Encumber: Yes  No

Date 7-15-92

Date \_\_\_\_\_

Date 7/16/92

Date 7/30/92

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730						OR CC Youth	\$3,800.	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

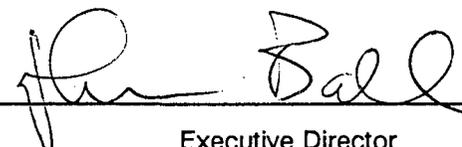
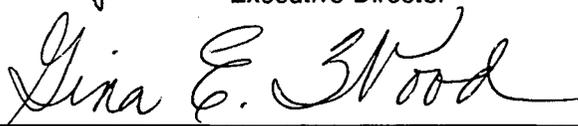
WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

**JJDP GRANT AWARD**

1. Grantee Name and Address Multnomah County Community Services Division Community Action Program Office 421 SW 5th, Second Floor Portland, OR 97204	3. Grant Number: <p style="text-align: right;">523/3/91/1605</p>
2. Implementing Agency (Name and Address)  <p style="text-align: center;">Same as above</p>	4. Grant Period From: 07/1/92 To: 09/30/92
8. Project Title: <p style="text-align: center;"><b>TECHNICAL ASSISTANCE</b></p>	5. Funding Source: <b>JJDP Formula Grant</b>
10. Special Conditions (check if applicable):  <p><input checked="" type="checkbox"/> The above grant project is approved subject to such conditions or limitations as are set forth on the attached <u>2</u> page(s).</p>	6. Grant Award Amount: \$ 3,800  7. Total Project Budget: \$
11. Statutory Authority for Grant:  <p><input checked="" type="checkbox"/> Title II of the Juvenile Justice and Delinquency Prevention Act of 1974, 42 U.S.C 1, et. seq., as amended.</p> <p><input type="checkbox"/> Other (Specify):</p>	9. Award Date: <p style="text-align: right;">07/01/92</p>

<p style="text-align: center;">OCCYSC Approval:</p> <p>X </p>	<p style="text-align: center;">Grantee Acceptance:</p> <p>X</p>
<p style="text-align: center;">Executive Director</p> <p>X </p>	<p style="text-align: center;">Typed Name and Title of Authorized Grantee Official</p> <p>X Gladys McCoy, Chair of Board of County Comm.</p>
<p style="text-align: center;">Grants Administrator</p> <p style="text-align: center;">7-2-92</p>	<p style="text-align: center;">Signature of Authorized Grantee Official</p> <p style="text-align: center;"></p>
<p style="text-align: center;">Date</p>	<p style="text-align: center;">Date</p> <p style="text-align: center;">7/30/92</p>

**GRANT AWARD  
CONTINUATION SHEET**

Children and Youth Services Commission  
530 Center Street N.E., Suite 300  
Salem, Oregon 97310

Grant Number: 523-3-91-1605

Award Date: 07-01-92

**SPECIAL CONDITIONS**

1. Inspection and Audit. Grantee agrees to arrange for examinations in the form of independent audits in conformance with OMB Circulars A-102, revised "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, Attachment P, or A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, Attachment P, as applicable.

The audit reports must include:

- a. The financial statements of the recipient organization, including identification of the various programs under which the organization received Federal funds and the amount of the awards received.
- b. A schedule of Federal assistance, showing the total expenditures for each Federal assistance program. This schedule should include: (1) name of Federal agency; (2) award amount; (3) period of performance; and (4) expenditure activity during the audit reporting period.
- c. The auditor's comments on the organization's systems of internal control, and systems established to ensure compliance with the terms of agreement as well as major laws and regulations affecting the expenditure of Federal funds.

A copy of the audit report and the resolution of any audit findings shall be submitted to the Children and Youth Services Commission.

Grant Continuation  
Page 2

2. Project must immediately sign and return enclosed OJP Form 4061/1 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions" for this award to be effective.
3. If grantee intends to subcontract any work, a copy of the contract must be submitted to the Commission for review prior to signature.
4. The grantee, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, Workers' Compensation coverage that satisfies Oregon Law for all their subject workers. Out-of-state employers must provide Oregon Workers' Compensation coverage for their workers if the out-of-state employer has any worker or workers at a single work site in Oregon for more than 30 days in a calendar year. Out-of-state employers who do not have employees working at a single location within Oregon for more than 30 days in a calendar year need not obtain such coverage. Contractors who perform the work without the assistance of any employees need not obtain such coverage.

---

Signature of Duly Authorized Official

---

Date

001.040

**JJD TRANSACTION REPORT AND CASH REQUEST**

1. Reporting Agency: Multnomah County Community Services Division Community Action Program Office	2. Reporting Month:
3. Mailing Address : 421 SW 5th, Second Floor Portland, OR 97204	
4. Project Title: Technical Assistance	5. Grant Number: 523-3-91-1605
6. Project Period: 07-01-92 - 09-30-92	<input checked="" type="checkbox"/> Interim Report <input type="checkbox"/> Final Report <small>(if final, remit unexpended cash balance)</small>

**EXPENDITURES AND OBLIGATIONS**

BUDGET CATEGORY	BUDGET TOTAL	EXPENDED THIS PERIOD	EXPENDED TO DATE	UNPAID OBLIGATIONS	UNOBLIGATED BALANCE
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual	\$3,800				
Other					
Indirect Charges					
<b>TOTAL</b>	<b>\$3,800.00</b>				

**SOURCE OF FUNDS**

ITEM	FEDERAL	LOCAL CASH	LOCAL IN-KIND	TOTAL
Budget				
Expended to Date				
Received to Date				
Cash on Hand				
In Transit				
Cash Requested				

**CERTIFICATION:** I certify that to the best of my knowledge this report is correct and complete, and all expenditures are for the purposes as set forth in the grant. Substantiation for the charged items is attached or on file in my office.

Prepared by:

(Signature)

(Name)

(Phone)

(Date)

Project Director:

(Signature)

(Name)

(Phone)

(Date)

**FOR OCCYSC USE ONLY**

Cost Center: 980.135	Federal Amount \$
Approved:	Date:

## JJDP TRANSACTION REPORT AND CASH REQUEST

1. Reporting Agency: Multnomah County Community Services Division Community Action Program Office	2. Reporting Month:
3. Mailing Address : 421 SW 5th, Second Floor Portland, OR 97204	
4. Project Title: Technical Assistance	5. Grant Number: 523-3-91-1605
6. Project Period: 07-01-92 - 09-30-92	<input type="checkbox"/> Interim Report <input checked="" type="checkbox"/> Final Report <small>(if final, remit unexpended cash balance)</small>

### EXPENDITURES AND OBLIGATIONS

BUDGET CATEGORY	BUDGET TOTAL	EXPENDED THIS PERIOD	EXPENDED TO DATE	UNPAID OBLIGATIONS	UNOBLIGATED BALANCE
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual	\$3,800				
Other					
Indirect Charges					
<b>TOTAL</b>	<b>\$3,800.00</b>				

### SOURCE OF FUNDS

ITEM	FEDERAL	LOCAL CASH	LOCAL IN-KIND	TOTAL
Budget				
Expended to Date				
Received to Date				
Cash on Hand				
In Transit				
Cash Requested				

**CERTIFICATION:** I certify that to the best of my knowledge this report is correct and complete, and all expenditures are for the purposes as set forth in the grant. Substantiation for the charged items is attached or on file in my office.

Prepared by:

(Signature)	(Name)	(Phone)	(Date)
-------------	--------	---------	--------

Project Director:

(Signature)	(Name)	(Phone)	(Date)
-------------	--------	---------	--------

### FOR OCCYSC USE ONLY

Cost Center: 980.135	Federal Amount \$
Approved:	Date:



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gladys McCoy, Chair, Board of County Commissioners  
Name and Title of Authorized Representative

Signature

7/31/92  
Date

Name of Organization

Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_ (Date)

DEPARTMENT: SOCIAL SERVICES DIVISION: HOUSING & COMMUNITY SERVICES

CONTACT: Rey España TELEPHONE: 248-5464

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Ardys Craghead/Rey España

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

DSS Budget Modification # 1 adds \$3,800 State Community Children and Youth Services Commission funds to the Housing and Community Services Division Budget temporary personnel lines to pay for a summer youth employment crewleader through the Juvenile Justice Division.

This Budget Modification accompanies the grant award, being processed simultaneously.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

DSS Budget Modification # 1 adds \$3,800 to the temporary personnel/fringe/insurance lines in the Housing and Community Services Division budget. These funds will pay for a crewleader to supervise six youths employed in the Community Pride summer youth employment program administered through the Juvenile Justice Division. The funds have been granted by the state to the Housing and Community Services Division.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org. 1730 by \$3,800 in State Children and Youth Services Commission funds.
- o Increase Org. 1730 by \$441 in General Fund Indirect Support.
- o Increase Service Reimbursement from F/S to Insurance by \$48.
- o Increase Service Reimbursement from F/S to General Fund by \$441.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

\_\_\_\_\_  
 (Specify Fund) Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
 (Date)  
 After this modification \$ \_\_\_\_\_

Originated By	Date	Department Manager	Date
<i>x [Signature]</i>	7/14/92	<i>Gary Nakao (cc)</i>	7/15/92
Finance/Budget	Date	Employee Relations	Date
<i>[Signature]</i>	7/27/92	<i>S. Ayers</i>	7/20/92
Board Approval	Date		
<i>[Signature]</i>	7-30-92		

ca932

*Original Bud Mod to Lathrop June 8-7-92.*

JUL 20 1992  
 11:28 AM  
 CLERK OF BOARD OF COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY OREGON

PERSONNEL DETAIL FOR BUD MOD NO: 035 |

**5. ANNUALIZED PERSONNEL CHANGES** (Compute on a full year basis even though this action affects only a part of a year.)

---

A N N U A L I Z E D

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
N/A, Temporary				
<b>TOTAL</b>				

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGES** (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

---

C U R R E N T F Y

Full Time, Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
Temporary Staff	New Funds	\$3,473	\$279/\$48	\$3,800
<b>TOTAL</b>		\$3,473	\$279/\$48	\$3,800

File Name: ca932

EXPENDITURE

TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Object	Current Amount	Revised Amount	Increase Change (Decrease)	Subtotal	Description
		156	010	1730			5200			3,473		Temporary
		156	010	1730			5500			279		Fringe
		156	010	1730			5550			48		Insurance
											3,800	SUBTOTAL, PERSONNEL
		156	010	1730			7100			441		Indirect
											4,241	TOTAL, ORG. # 1730
		400	040	7531			6520			48		Serv Reimb/Insurance
		100	010	0105			7608			441		Cash Transfer
											489	SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										4,730	TOTAL EXPENDITURE CHANGE	

File Name: ca932

REVENUE

TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

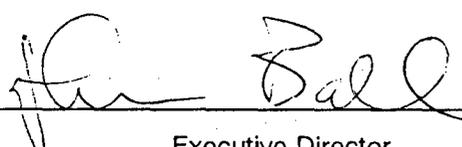
ACCOUNTING PERIOD \_\_\_\_\_

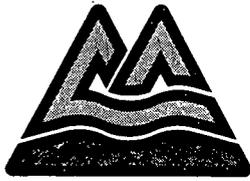
BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Increase Change (Decrease)	Subtotal	Description
		156	010	1730			new			3,800		State Youth Commission
		156	010	1730			7601			441		Gen Fund Indirect Support
											4,241	TOTAL, ORG # 1730
		100	045	7410			6602			441		Serv.Reimb./Gen.Fund
		400	040	7531			6602			48		Serv.Reimb./Insurance
											489	TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										4,730	TOTAL REVENUE CHANGE	

**JJDP GRANT AWARD**

1. Grantee Name and Address Multnomah County Community Services Division Community Action Program Office 421 SW 5th, Second Floor Portland, OR 97204	3. Grant Number: <p style="text-align: right;">523/3/91/1605</p>
	4. Grant Period From: 07/1/92 To: 09/30/92
	5. Funding Source: <b>JJDP Formula Grant</b>
2. Implementing Agency (Name and Address)  <p style="text-align: center;">Same as above</p>	6. Grant Award Amount: \$ 3,800
	7. Total Project Budget: \$
8. Project Title: <b>TECHNICAL ASSISTANCE</b>	9. Award Date: <p style="text-align: right;">07/01/92</p>
10. Special Conditions (check if applicable):  <p><input checked="" type="checkbox"/> The above grant project is approved subject to such conditions or limitations as are set forth on the attached <u>2</u> page(s).</p>	
11. Statutory Authority for Grant:  <p><input checked="" type="checkbox"/> Title II of the Juvenile Justice and Delinquency Prevention Act of 1974, 42 U.S.C 1, et. seq., as amended.</p> <p><input type="checkbox"/> Other (Specify):</p>	

OCCYSC Approval:	Grantee Acceptance:
X 	X
Executive Director	Typed Name and Title of Authorized Grantee Official
X 	X
Grants Administrator	Signature of Authorized Grantee Official
	Date
Date	Date



# MULTNOMAH COUNTY OREGON

TWK  
GLADYS McCOY  
MULTNOMAH COUNTY CHAIR  
1120 S.W. 5th, ROOM 1410  
PORTLAND, OREGON 97204

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

7/20/92  
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 (oe)*  
Department of Social Services

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

DATE: July 14, 1992

SUBJECT: Revenue Agreement from State Community Children and Youth Services Commission and DSS Budget Modification # 1

Retroactive Status: The revenue agreement from the State is retroactive to July 1, 1992, the date set by the State. The contract was not received until after the start up date.

Recommendation: The Housing and Community Services Division/Community Action Program recommends Board of County Commissioner approval of the attached revenue contract from the Oregon Community Children and Youth Services Commission, for the period July 1, 1992 through September 30, 1992.

The Division further recommends Board approval of DSS Budget Modification # 1, which adds the revenues to the Division's temporary personnel budget.

Analysis/Background: The Housing and Community Services Division has received a \$3,800 grant award from the Oregon Community Children and Youth Services Commission for a Technical Assistance project. The project funds a crew leader to supervise six youth selected through the SE Youth Service Center to participate in the "Community Pride" summer employment program administered through the Juvenile Justice Division.

The Community Pride project started in the summer of 1991 to employ youth to clean and help maintain County abandoned properties in NE Portland. This summer, the program will expand to SE Portland. The program operates in conjunction with the Portland Industry Council.

DSS Budget Modification # 1 increases the temporary personnel, fringe, insurance lines in the Housing and Community Services Division budget. The Juvenile Justice Division, which will actually hire the crew leader, will charge the personnel costs against the Housing and Community Services Division budget, up to the \$3,800 budget.

orysc93z

Meeting Date: JUL 30 1992

Agenda Number: R-10

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement between State and County for Youth Employment and Empowerment Project

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

Department: Social Services Division: Juvenile Justice

Contact: Christine White Telephone: 248 3460

Person(s) Making Presentation: Harold Ogburn/Tolanzo Poe

**Action Requested**

Information Only  Policy Direction  Approval

Estimated Time Needed on 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):**

This intergovernmental agreement supports earlier Board discussion concerning the Youth Employment and Empowerment Demonstration Project. This agreement allows for the receipt of \$100,000 in Oregon Lottery Funds through the State of Oregon Economic Development Department to support the participating agencies in this project.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JUL 20 AM 9:45

**Signatures**

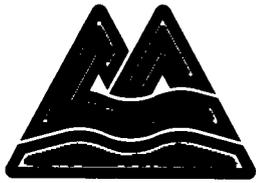
Elected Official \_\_\_\_\_

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)

*Sent Original GAY Contract to Christine White 8-7-92.*



# MULTNOMAH COUNTY OREGON

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

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

TO: Gladys McCoy, Chair  
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director  
Department of Social Services

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

DATE: July 15, 1992

SUBJECT: Approval of an Intergovernmental Agreement Between the Juvenile Justice  
Division and the State of Oregon, Economic Development Department.

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**RECOMMENDATION:** The Juvenile Justice Division recommends County Chair and Board approval of an intergovernmental agreement with the State of Oregon, Economic Development Department for \$100,000 to support the Youth Employment and Empowerment Demonstration Project.

**BACKGROUND/ANALYSIS:** This agreement formalizes earlier discussions between the two governmental agencies as part of the Youth Employment and Empowerment Demonstration Project. Multnomah County has been deemed the contracting agent for this project. Within that role, the Juvenile Justice Division has worked with the State to develop the attached intergovernmental agreement after lengthy conversations between representatives from each agency.

These dollars will be allocated to the participating agencies associated with the demonstration project. These dollars are allocated through July of 1993 and will cover services through that period to a minimum of 201 youth. The Juvenile Justice Division strongly recommends Chair and Board approval of this intergovernmental agreement.



**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 1027103  
Amendment # —

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></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><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p style="text-align: center;">AGENDA # <u>R-10</u> DATE <u>7/30/92</u></p> <p style="text-align: center;"><i>Kevin A. Peterson</i> <b>BOARD CLERK</b></p>
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Department Social Services Division Juvenile Justice Date 15 July 1992

Contract Originator Lorenzo Poe Phone 248 3460 Bldg/Room 311/JJD

Administrative Contact Christine White Phone 248 3460 Bldg/Room 311/JJD

Description of Contract This intergovernmental agreement between the State of Oregon, Economic Development Department and the County will allow for the receipt of \$100,000 devoted to the Youth Employment and Empowerment Demonstration Project.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name State of Oregon, Economic Development Department  
Mailing Address 775 Summer St. NE  
Salem, OR 97310  
Phone 503 373 1228  
Employer ID# or SS# \_\_\_\_\_  
Effective Date August 1, 1992  
Termination Date July 31, 1993  
Original Contract Amount \$ 100,000  
Total Amount of Previous Amendments \$ \_\_\_\_\_  
Amount of Amendment \$ \_\_\_\_\_  
Total Amount of Agreement \$ 100,000

**REVENUE**

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule	Terms
<input checked="" type="checkbox"/> Lump Sum \$ <u>100,000</u>	<input checked="" type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

**REQUIRED SIGNATURES:**

Department Manager Dary Rakas (ac)

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No

Date 7-16-92

Date \_\_\_\_\_

Date 7-18-92

Date 7/30/92

Date ~~7/30/92~~

VENDOR CODE							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGE	Y	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.									
02.									
03.									
*	* If additi								

*LGFS coding to follow*

1ge. Write contract # on top of page.

STRATEGIC RESERVE FUND  
GRANT AGREEMENT

This AGREEMENT is between Multnomah County through it's Juvenile Justice Division (GRANTEE) and the State of Oregon, Economic Development Department (GRANTOR). It is for the period beginning August 1, 1992, and ending July 31, 1993.

RECITALS

- A. The Strategic Reserve Fund is an Oregon Lottery program intended to support projects that will put the State of Oregon in a better strategic position to capitalize on cost-effective, long term economic development opportunities. It is especially targeted at projects which can reasonably be expected to result in new jobs, retention of jobs, or higher incomes for Oregonians.
- B. There is a need to provide gang involved and gang affected youth with career based employment opportunities.
- C. A coalition of businesses, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
- D. Multnomah County has been designated to coordinate and provide service to this population.
- E. The GRANTEE intends to contract with agencies of the Youth Employment and Empowerment Project to provide pre-employment, case management, and other support services.
- F. Funding is provided by the CITY of Portland, the STATE of Oregon, and other private and public sources.
- G. Through the Strategic Reserve Fund of the Oregon Economic Development Office, the State has committed \$100,000 to the project.
- H. The service agencies participating as the Youth Employment and Empowerment Project include: Urban League, Emanuel Community General Services, Yaun Child Care Center, Minority Youth Concerns Action Program, Open Meadow Learning Center, Portland House of Umoja, Private Industries Council, Serendipity Academy, Janis Youth Programs, Albina Ministerial Alliance, Inc., Portland Opportunities Industrialization Center, Christian Women Against Crime, Mercy Corps, Northeast Coalition of Neighborhoods, Oregon Outreach, Inc. and Mainstream Youth Program, Inc.
- I. The GRANTOR and GRANTEE now desire to enter into a formal Agreement to grant \$100,000 of Oregon Lottery Funds so the participants in this project can proceed without delay.

Now, therefore, in consideration of their mutual promises, the parties agree to the following:

**AGREEMENT**

I. GRANTOR's Responsibilities:

- A. Within seven days of the execution date of this Agreement, the GRANTOR will pay the GRANTEE \$100,000 from the Strategic Reserve Fund for the project, delineated in II.A-F. of this Agreement.
- B. The funds specified in I.A. above shall be matched with up to \$100,000 in services in monetary contributions from GRANTEE; and in-kind and monetary contributions from other public and private non-profit organizations (including the City of Portland) participating in the Project.
- C. GRANTOR certifies at the time of execution of this Agreement sufficient funds are available and authorized for expenditure to finance the cost of this Agreement within the GRANTOR's current appropriation and expenditure limitation.
- D. GRANTOR, the Secretary of State, and their duly authorized representatives reserve the right to periodically audit and review the actual expenses of the GRANTEE for the following purposes:
  - 1) **AUDIT OF PAYMENTS:** GRANTOR, or their duly authorized representatives may audit the records of the GRANTEE at any time during the period covered by this Agreement.

If an audit discloses that payments to the GRANTEE were in excess of the amount to which the GRANTEE was entitled, then the GRANTEE shall repay the amount of the excess to the GRANTOR.
  - 2) If it is determined from the GRANTEE's expense statements or the audits referred to above that funds remain at the end of the Agreement after approved expenses have been deducted from restricted funds paid under this Agreement, such funds shall remain restricted and may be, subject to an amendment to this Agreement, used for an extended period of the project.
- E. GRANTOR and GRANTEE agree that if this Agreement is terminated prior to the Agreement term ending date, or if immediately following expiration of this Agreement the parties do not enter into a subsequent Agreement for the project services provided in this Agreement, the GRANTEE will promptly refund the surplus restricted funds to the GRANTOR.

II. GRANTEE's Responsibilities:

- A. The GRANTEE will contract with agencies of the Youth Empowerment and Employment Project and be the receiver of all money towards the development of that project.
- B. The GRANTEE will assign a minimum of one FTE Staff to coordinate the project and oversee the contractual process, to be placed at the Juvenile Justice Division within the Department of Social Services.
- C. The GRANTEE, within 30 days of completion of contracts with participating agencies, will forward all contracts and associated budgets to GRANTOR.
- D. The GRANTEE will report quarterly to the GRANTOR regarding expenditures of all dollars associated with this contract for this project.
- E. The GRANTEE will report quarterly to the GRANTOR regarding the number of youth served and the services the youth receive under the terms of this project.
- F. That GRANTEE then agrees:
  - 1) The Demonstration Phase of this project will allow no more than nine (9) agencies to begin services. After showing marked success, the remaining agencies will be allowed to actively participate in the project.
  - 2) The **TARGET POPULATION** which this project will serve includes:
    - a) gang involved and gang affected youth;
    - b) ages 14 and older;
    - c) males and females;
    - d) referred for service from one of the Coalition agencies.
  - 3) Under the terms of this Agreement, a minimum of **380 youth will receive service**, of which a minimum of **323 will graduate from the pre-employment curriculum**, with a minimum of **243 being placed successfully in full, part, or summer time employment.**

The schedule for these youth includes the following timeline:

	Month 1-3 9 Agencies	Month 4-7 9 Agencies	Month 8-12 16 Agencies	Month 1-12 Total
No. Referred	40	60	280	380
No. Graduated	36	54	233	323
No. Successfully Placed	32	48	163	243

## INTERGOVERNMENTAL AGREEMENT

State of Oregon Economic Development Department

Page 4 of 8

- 4) The **SERVICES** targeted at this population may include, but are not limited to, the following areas:
  - a) Pre-Employment Skills: Assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, Birth Certificate).
  - b) Job Readiness Skills/Work Maturity: Demonstrating positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor.
  - c) Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place attitude, support for the youth and employer to maintain a positive employment situation.
  - d) Academic Skills: GED preparation and completion, educational tutoring, alternative educational services, basic educational services.
  - e) Support Services: Case management, drug and alcohol assessment, treatment and recovery support, basic living needs (transportation, clothing, food), self-esteem enhancement, cultural awareness, life skills development, moral and social enhancement, support services for parents, extended family and friendship bonding.
  
- 5) These services will be provided through a collaborative effort of participating agencies. The **SERVICE DELIVERY MODEL** will include the following elements:

### Intake

- a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
- b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
- c) Agencies will conduct a uniform intake and collect common client information.
- d) Agencies will insure that youth have any essential employer required information.

Pre-employment Training

- a) Agencies will provide pre-employment training from curriculum which meets the commonly accepted work standards and competencies.
- b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

Job Placement and Job Site Monitoring

- a) The Juvenile Justice Division will act as the single point of contact for job referrals. Employers will refer all jobs to the Division.
  - b) The Juvenile Justice Division will accept all job referrals and bring them to the Screening Committee of coalition agencies participating in the project. This Committee will coordinate the assignment of job referrals for interviews. This Committee will meet regularly to coordinate referrals to ensure a timely response to employers. The Division will coordinate this Committee's activity.
  - c) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
  - d) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
- 6) The following **MILESTONES** will be established in the implementation of this project:
- a) Of the 380 youth served under this Agreement, 323 youth (85%) will complete and graduate from the pre-employment training and curriculum;
  - b) Of those 323 youth graduating to the Screening Committee for employment interviews, 243 youth (75%) will be placed in full, part, or summer-time (unsubsidized) employment throughout the duration of this project.
  - c) Youth will be considered successful in their employment placements when they remain employed for a minimum of 60 days.
  - d) Ninety (90) and one hundred twenty (120) day follow-up interviews will be provided by youth serving agencies for their youth placed in job assignments.

G. The GRANTEE will follow generally accepted fiscal management and accounting principals.

## INTERGOVERNMENTAL AGREEMENT

State of Oregon Economic Development Department

Page 6 of 8

- H. The GRANTEE will provide for the GRANTOR an annual project evaluation within three (3) months of contract termination.
- III. Program Records, Control Reports, and Monitoring Procedure: The GRANTEE agrees to maintain program records including statistical records and to provide program records to the GRANTOR at times and in the form prescribed by the GRANTOR. The GRANTEE agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The GRANTEE also agrees that a program and facilities review may be conducted at any reasonable time by persons authorized by the GRANTOR. The GRANTEE agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect cost and funds expended in the performance of this Agreement and all revenue received for programs under this Agreement. The GRANTEE agrees to collect financial statistics on a regular basis to make financial reports at times and in the form prescribed by the GRANTOR.
- IV. Public Acknowledgment: The GRANTEE shall reasonably acknowledge in some public fashion, such as in brochures or other public documents, that the project was funded in part by Oregon Lottery Funds.
- V. Indemnification and Insurance: The GRANTEE and the GRANTOR shall not be responsible for any legal liability, loss, damages, costs, and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of incident to or resulting directly or indirectly from the acts of omissions of the other party under this Agreement. Both the GRANTOR and the GRANTEE shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this Agreement or shall self insure for such risks. Such liability insurance, whatever the form, shall be in the amount not less than the limits of the public body tort liability specified ORS 30.270. In the event of the unilateral cancellation or restriction by the insurance company of the GRANTEE's insurance policy referred to in this paragraph, the GRANTEE shall immediately notify the GRANTOR verbally and in writing.
- VI. Compliance With Applicable Law, Licensing, and Program Standards: The GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. GRANTEE shall comply with applicable state, county, and municipal standards for licensing, certification, and operation of required facilities; shall maintain any applicable professional license or certificate required to perform these services described in this contract and shall comply with any other standards or criteria described in this contract.
- VII. Equal Rights: The GRANTEE agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- VIII. Renegotiation or Modification: All alterations, variations, modifications, and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.

INTERGOVERNMENTAL AGREEMENT  
State of Oregon Economic Development Department  
Page 7 of 8

- IX. Excuses for Nonperformance: Neither party to this contract shall be held responsible for delay or failure in the performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract and after given written notice to the other party of the cause, its effects on contract performance, and effective date of termination that the contract is so terminated the obligation of the GRANTOR shall be limited to the payment for services provided in accordance with the contract prior to the date of termination.
- X. Remedies: If the GRANTEE fails to provide the services or perform any of the other requirements under the contract and such failure is not excused, the GRANTOR, after given the GRANTEE written notice of such failure may withhold part or all of the GRANTEE's payment of services until such failure is corrected. If the GRANTEE does not correct such failure within a reasonable time allowed by the GRANTOR, the GRANTOR may terminate the contract and any actions taken or not taken under it shall not affect the GRANTOR's rights under the Termination section. The rights and remedies of the GRANTOR in this section are not exclusive and are in addition to any other rights and remedies provided to the GRANTOR by law or under this contract.
- XI. Termination:
- A. This Agreement may be terminated by mutual consent of both parties or by either party upon sixty days written notice delivered personally or by certified mail.
- B. The GRANTOR may also terminate this Agreement effective upon delivery of written notice to the GRANTEE or at any later date as may be established by the GRANTOR under any of the following conditions.
- 1) If federal or state laws, regulations, or requirements are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement and no longer qualify for the funding proposed for payments authorized by this contract;
  - 2) If any license or certificate required by law or regulation to be held by the GRANTEE to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the GRANTEE no longer meets requirements for such license or certificate.
- XII. Hold Harmless Provision: To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, GRANTEE agrees to defend, indemnify, save, and hold harmless the State of Oregon, The Department of Social Services, the GRANTOR and their officers, agents, and employees from all claims, suits, or actions of whatever nature and any resulting damage, loss, cost, and expenses which they may sustain, incur, or be required to pay resulting from or arising out of acts, errors, or omissions of the GRANTEE or its assignees, subcontractors, agents, or employees under this contract.

INTERGOVERNMENTAL AGREEMENT  
State of Oregon Economic Development Department  
Page 8 of 8

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

STATE OF OREGON  
ECONOMIC DEVELOPMENT DEPARTMENT

By: \_\_\_\_\_  
Steven C. Peterson, Director

Date: \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By: Gladys Meloy  
Chair, Board of Commissioners

Date: 7/30/92

By: Harold Ogburn  
Division Director

Date: 7-15-92

By: Salenya Poe by SA  
Program Manager

Date: July 15, 1992

REVIEWED By:

[Signature]

for:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

Date: 7-18-92

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 7-30-92  
[Signature]  
BOARD CLERK