



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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APRIL 28, 29 & 30, 2009

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. & 1 p.m. Tuesday Work Sessions
Pg 2	9:00 a.m. Wednesday Executive Session
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Proclamation proclaiming May 3 to 10 Public Service Recognition Week & National County Government Week
Pg 3	9:45 a.m. Proclamation proclaiming May 8 Military Family Appreciation Day
Pg 4	10:20 a.m. Public Hearing to Consider 2009-10 Consolidated Plan & Annual Action Plan for the Community Development Block Grant Program
Pg 5	11:00 a.m. Capital Budget Work Session

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

Thursday, 9:30 AM, (LIVE) Channel 29
 Saturday, 10:00 AM, Channel 30
 Sunday, 11:00 AM, Channel 30
 (↑ Portland & East County)
 Tuesday, 8:15 PM, Channel 29
 (↑ East County Only)

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Tuesday, April 28, 2009 – **9:00 AM & 1:00 PM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

WORK SESSIONS

- W-1 **9:00 AM to 12:00 PM:** Fiscal Year 2010 Budget Work Session on General Government Departments: Non-Departmental, Community Services and County Management. Presented by Julie Neburka, Carol Ford, Cecilia Johnson, and invited others for AM session. **3 HOURS REQUESTED.**
- W-2 **1:00 PM to 4:00 PM:** Fiscal Year 2010 Budget Work Session on General Government Departments: Library, Information Technology and Facilities & Property Management. Presented by Molly Raphael, Sherry Swackhamer, Tim Boylan, Keith Johnson, Gary Wohlers; and Bob Thomas and invited others for PM session. **3 HOURS REQUESTED.**
-

Wednesday, April 29, 2009 - **9:00 AM**
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. **15-55 MINUTES REQUESTED.**
-

Thursday, April 30, 2009 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-1 BUDGET MODIFICATION DCHS-33 Reclassifying One Physician Position to a Psychiatrist Position, which Serves Both Mental Health and Addiction Services and Developmental Disabilities Services Division, as Determined by the Class/Comp Unit of Central Human Resources

DEPARTMENT OF COMMUNITY SERVICES

- C-2 Intergovernmental Agreement with ODOT for SE 282nd Avenue Pavement Overlay utilizing funds from the American Recovery and Reinvestment Act of 2009

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 PROCLAMATION Declaring the Week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week", Recognizing the Contributions of All Multnomah County Employees and the Essential Public Services They Provide
- R-2 PROCLAMATION Recognizing May 8 as Military Family Appreciation Day in Oregon and Multnomah County and Encouraging Attendance at the May 2 Dedication Service of the Heroes Memorial and Tribute as a Way of Recognizing the Contribution of our Veterans and their Families
- R-3 RESOLUTION Consenting to Chair Appointment of Vailey B. Oehlke as Director of the Multnomah County Library

R-4 RESOLUTION on the Spending of the American Recovery and Reinvestment Act Grant Dollars to Multnomah County

DEPARTMENT OF COUNTY HUMAN SERVICES – 10:20 AM

R-5 PUBLIC HEARING to Consider and Approve the 2009-10 Consolidated Plan and Annual Action Plan for the Community Development Block Grant Program

R-6 BUDGET MODIFICATION DCHS-25 Appropriating \$3,383,873 in Additional State Funding for the Community Services, Energy Services Program to Increase Number of Households that Receive Energy Assistance and Services

R-7 BUDGET MODIFICATION DCHS-31 Appropriating \$159,795 in Additional Oregon Housing and Community Services Low Income Energy Assistance Program Funding for the Energy Services Program in the Community Services Division

DEPARTMENT OF COMMUNITY JUSTICE – 10:40 AM

R-8 NOTICE OF INTENT to Apply for the Office of Juvenile Justice and Delinquency Prevention - Recovery Act Local Youth Mentoring Initiative

DISTRICT ATTORNEY'S OFFICE – 10:45 AM

R-9 BUDGET MODIFICATION Requesting Recognition and Appropriation of \$25,000 of Additional STOP Violence Against Women Formula Grant (STOP VAWA Grant) Revenue in the District Attorney's Office

DEPARTMENT OF HEALTH – 10:50 AM

R-10 NOTICE OF INTENT to Submit a Grant Application to the Oregon Public Health Emergency Preparedness Mini-Grant Program

R-11 NOTICE OF INTENT to Submit a Proposal to the National Association of County and City Health Officials (NACCHO) for up to \$500,000 to Support the County's Public Health Emergency Preparedness and Response

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.

Thursday, April 30, 2009 – **11:00 AM – 2:00 PM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

WORK SESSION

W-3 Fiscal Year 2010 Budget Work Session on Capital Budget Briefing for Facilities, Transportation and Information Technology. Presented by Bob Thomas, Cecilia Johnson, Sherry Swackhamer, Mark Campbell, Mindy Harris and invited others. **2 HOURS REQUESTED.**

(There will be a break between 12:00 to 1:00 p.m.)



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/29/09
 Agenda Item #: E-1
 Est. Start Time: 9:00 AM
 Date Submitted: 01/07/09

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: April 29, 2009 **Amount of Time Needed:** 30 minutes
Department: Non-Departmental **Division:** County Attorney
Contact(s): Agnes Sowle
Phone: 503 988-3138 **Ext.** 83138 **I/O Address:** 503/500
Presenter(s): Agnes Sowle and Invited Others

General Information

1. What action are you requesting from the Board?

No final decision will be made in the Executive Session.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.

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

N/A

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

ORS 192.660(2)(d),(e)and/or(h)

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

N/A

Required Signature

**Elected Official or
 Department/
 Agency Director:**

Date: 04/22/09



Commissioner Jeff Cogen

MULTNOMAH COUNTY OREGON, District 2

501 SE Hawthorne, Suite 600
Portland, Oregon 97214
(503) 988-5219 phone
(503) 988-5440 fax
www.commissionercogen.com
district2@co.multnomah.or.us

MEMORANDUM

TO: Chair Ted Wheeler
Commissioner Deborah Kafoury
Commissioner Judy Shiprack
Commissioner Diane McKeel
Clerk of the Board Deb Bogstad

FROM: Warren Fish

DATE: 4/30/09

RE: Excuse Memo

Commissioner Cogen went home sick today and will not be able to attend this afternoon's Budget Work Session.

Thank you,

Warren

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 30 APRIL 2009

SUBJECT: \$250 MILLION EXCESSIVE COST
OF SELLWOOD BRIDGE REPLACEMENT

AGENDA NUMBER OR TOPIC: PUBLIC COMMENT @ 9:30 AM

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: JAMES B. LEE

ADDRESS: 6016 SE MITCHELL

CITY/STATE/ZIP: PORTLAND OR 97206

PHONE: DAYS: 503-991-6128 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: AS ABOVE

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: C-1
 Est. Start Time: 9:30 AM
 Date Submitted: 04/21/09

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 4-30-09
 ANA KARNES, ASST BOARD CLERK

BUDGET MODIFICATION: DCHS- 33

BUDGET MODIFICATION DCHS-33 Reclassifying One Physician Position to a Psychiatrist Position, which Serves Both Mental Health and Addiction Services and Developmental Disabilities Services Division, as Determined by the
Agenda Title: Class/Comp Unit of Central Human Resources

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 30, 2009 **Amount of Time Needed:** N/A
Department: County Human Services **Division:** Mental Health & Addiction Services / Developmental Disabilities Services
Contact(s): Kathy Tinkle
Phone: 988-3691 **Ext.** 26858 **I/O Address:** 167/620
Presenter(s): Consent Agenda

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-33, reclassifying one Physician position to a Psychiatrist position, which serves both Mental Health & Addiction Services (MHASD) and Developmental Disabilities Services Division (DDSD), as determined by Class/Comp unit of Central Human Resources.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The newly established Psychiatrist classification replaces the July 28, 2008 original Physician classification (Reclassification Request #1038) for position 713603, which was submitted as budget modification DCHS-20, and was approved by the Board on 1/21/09. MHASD originally submitted the new position to be classified as an EMS Medical Director, however based on the duties of the position; Class/Comp classified the position as a Physician. The more appropriate Psychiatrist job

classification was not available at the time Class/Comp made the original decision.

The reasons for the classification decision by the Central HR Class/Comp Unit were as follows:

“Duties as described best fit the new Psychiatrist job class that was recently established and not EMS Medical Director job class which is responsible for medical supervision for all emergency medical technicians and staff who provide pre-hospital patient care within the County. EMS Medical Director also provides county-wide medical direction to all components of the emergency medical services system. The new Psychiatrist position resides within a specific unit of the Mental Health Division and has a specific medical/clinical program focus.”

This new permanent position will impact the following program offers: 25012 - DD Services for Adults w/ Developmental Disabilities, 25055 - Mental Health Crisis Services, and 25067 - Community Based MH Services for Children and Families.

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

The fiscal impact is neutral. The pay scale for a Physician is \$113,327.25 - \$158,783.87; and for a Psychiatrist is \$131,190.71 - \$183,666.54. As a result of the two pay scales overlapping, there will be no impact to the budget for the current fiscal year. However, personnel costs will increase over time as the pay scale for a Psychiatrist is higher than a Physician.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

No revenue will be changed.

- **What budgets are increased/decreased?**

Budgets are not impacted by this budget modification.

- **What do the changes accomplish?**

This budget modification reclassifies one Physician position to a Psychiatrist position, which serves both Mental Health & Addiction Services and Developmental Disabilities Services Division, as determined by Class/Comp unit of Central Human Resources.

- **Do any personnel actions result from this budget modification? Explain.**

Yes. The approval of this budget modification will result in reclassifying position 713603 from a Physician (job class: 9490), to a Psychiatrist (job class: 9491).

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

N/A

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

N/A

- **If a grant, what period does the grant cover?**

N/A

- **If a grant, when the grant expires, what are funding plans?**

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS- 33

Required Signatures

**Elected Official
or Department/
Agency Director:**

Handwritten signature: Kathy Linker for Joanne Fuller

Date: 04/20/09

Budget Analyst:

Handwritten signature

Date: 04/21/09

Department HR:

Date:

Countywide HR:

Handwritten signature: Joe E. Dot

Date: 03/27/09



Department of County Management
MULTNOMAH COUNTY OREGON

Human Resources
Multnomah Building
501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone
(503) 988-3009 Fax

To: Godwin Nwerem, Mental Health Division - DCCHS
From: Joi Doi, Class/Comp Unit
Date: March 27, 2009 - **Replaces July 28, 2008 original Physician allocation notice**
Subject: **Reclassification Request #1038 (Revised)**

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: July 15, 2008	Position Number: TBD
Current Classification: NA -- new	Requested Classification: EMS Medical Director
Job Class Number:	Job Class Number: 9530
Pay Grade:	Pay Grade: 144

Request is: Approved as Requested
 Approved - Revised
 Denied

Effective Date: March 5, 2009

Allocated Classification: Physician originally;
changed 3/27/09 to Psychiatrist
Pay Range: \$131,190.71 - \$183,666.54 annually

Job Class Number: 9491
Pay Grade: 144 plus 5% clinical specialty premium

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

Vacant - see New/Vacant Section
 Filled & incumbent reclassified - see Employee Information Section
 Filled & incumbent not reclassified with position See New/Vacant Section

New/Vacant Position Information:

To provide professional, comprehensive consultation on clinical psychiatric and medical care issues to clinical staff and supervisors regarding mental health treatment services for children and their families. This position will lead the planning and establishing of innovative treatment programs and protocols, including the development of policies, tools, and procedures for family care teams within the Mental Health Division.

Reason for Classification Decision:

Duties as described best fit the new **Psychiatrist** job class that was recently established and not EMS Medical Director job class which is responsible for medical supervision for all emergency medical technicians and staff who provide pre-hospital patient care within the County. EMS Medical Director also provides county-wide medical direction to all components of the emergency medical services system. The new Psychiatrist position resides within a specific unit of the Mental Health Division and has a specific medical/clinical program focus.

If you have any questions, please feel free to contact Joi Doi at 503-988-3241.

cc: Kim Pasquinelli, HR Analyst
Pauline Reed, HR Maintainer
Class Comp File Copy



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/30/09
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 04/22/09

Agenda Title: **Intergovernmental Agreement with ODOT for SE 282nd Avenue Pavement Overlay utilizing funds from the American Recovery and Reinvestment Act of 2009**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>April 30, 2009</u>	Amount of Time Needed:	<u>Consent Calendar</u>
Department:	<u>Community Services</u>	Division:	<u>Land Use & Trans Program</u>
Contact(s):	<u>Brian Vincent, PE, County Engineer</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>29642</u>
		I/O Address:	<u>#425/2nd Floor</u>
Presenter(s):	<u>Brian Vincent, PE, County Engineer</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Services' Land Use and Transportation Program requests approval of an Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for SE 282nd Avenue Asphalt Paving in Multnomah County utilizing funds from the American Recovery and Reinvestment Act of 2009.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Department has actively pursued options to take advantage of funds available to the state of Oregon and counties from the American Recovery Reinvestment Act of 2009 (ARRA). Funds were apportioned based on a combination of existing distribution formulas and consensus from adjacent agencies. The work will be added to an existing construction contract at SE 282nd & SE Stone Road via a change order.

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

There is no direct impact. ARRA funds will fully compensate costs associated with this work.

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

None

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

None. This work was selected as part of a routine internal prioritization process for selecting road segments requiring upgrade. Selection is based on classification and condition requirements imposed by FHWA.

Required Signature

**Elected Official or
Department/
Agency Director:**



M. Cecilia Johnson

Date: 04/22/09

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0809197

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division/ Program: Land Use & Transportation Program Date: 04/22/09
 Originator: Brian Vincent, County Engineer Phone: (503) 988-5050 x29642 Bldg/Room: #425/Yeon
 Contact: Cathy Kramer Phone: (503) 988-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for the SE 28th Avenue 1R-Paving project, from SE Orient Drive to the Clackamas County Line in Multnomah County, utilizing funds from the American Recovery and Reinvestment Act of 2009 (ARRA). Revenue IGA.

RENEWAL: PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____

PROCUREMENT _____ ISSUE _____ EFFECTIVE _____ END _____
 EXEMPTION OR _____ DATE: _____ DATE: _____ DATE: _____
 CITATION # _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	Oregon Dept. of Transportation			Remittance address (if different)	
Address	123 NW Flanders St.				
City/State	Portland OR			Payment Schedule / Terms:	
ZIP Code	97209-4037			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 731-8238 (Tom Weatherford)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input checked="" type="checkbox"/> Other \$ Per Invoice	<input type="checkbox"/> Other
Contract Effective Date	04/30/2009	Term Date	09/30/2015	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		New Term Date			
Original Contract Amount	\$	Original PA/Requirements Amount	\$		
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$		
Amount of Amendment	\$	Amount of Amendment	\$		
Total Amount of Agreement	\$ 84,655.00	Total PA/Requirements Amount	\$		

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
County Attorney <u>/s/ Matthew O. Ryan</u>	DATE <u>4/22/2009</u>
CPCA Manager _____	DATE _____
County Chair _____	DATE _____
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: (WBS: ROADCEC0372)

LOCAL AGENCY AGREEMENT
American Recovery and Reinvestment Act of 2009
1R-Paving

**SE 282nd Avenue: SE Orient Drive - Clackamas County Line
Multnomah County**

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 elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. **SE 282nd Avenue and Orient Drive** are part of the **county road** system under the jurisdiction and control of **Agency**.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments 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. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as the "ARRA", provides funding for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and state and local fiscal stabilization, for fiscal years 2009 and 2010.
4. The ARRA provides each state a sub-allocation of ARRA funds for cities, counties and metropolitan areas.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to pave various streets or roads as further identified and shown in the description (Exhibit A-1) and map (Exhibit A-2) both attached hereto and by this reference made a part hereof, hereinafter referred to as "Project". The Project will consist of a **2-inch pavement overlay in accordance with 1R Guidelines**.

Agency/State
Agreement No. 25578

2. The Project shall be conducted as a part of the ARRA Program under Title 23, United States Code. The total Project cost is estimated at **\$84,655**, which is subject to change. ARRA Program funds for this Project shall be limited to **\$84,655**. The Project will be financed with ARRA funds at 100 percent of the maximum allowable federal participating amount. Agency will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, including all costs in excess of the available federal funds. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015.
3. The federal funding for this Project is contingent upon approval by the FHWA and receipt of federal funds by State. Any work performed prior to "authorization" (also called obligation of funds) by FHWA or outside the scope of work will be considered non-participating and paid for at Agency expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. Agency can place signs that identify the Project as "American Recovery and Reinvestment Act of 2009" (State approved design). Agency may affix additional signage that identifies local funds used for the Project.
6. Agency shall report to State the required reporting data by federal and state mandates for delivery of the ARRA program. State shall inform the local agencies of the reporting requirements once they have been received from FHWA and the Department of Administrative Services and such requirements shall be made a part of this Agreement.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or September 30, 2015, whichever is sooner. Any work performed prior to Notice to Proceed from State's Local Agency Liaison will not be reimbursed.
8. This Agreement may be terminated by mutual written consent of both Parties.
9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

Agency/State
Agreement No. 25578

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
10. Because of the ARRA funding requirements, Agency must advance the Project for obligation of funds prior to March 1, 2010; and State must make a determination no later than December 31, 2009 whether this date will be met. Therefore, if Agency has not submitted the Project's "Plans, Specifications and Estimates" (PS&E) package to State's Region office by December 31, 2009, the Project will be reviewed by State, in coordination with the Oregon Local Program Committee. If State determines that the ARRA funds will not be, or are unlikely to be, obligated for construction prior to March 1, 2010, State may terminate this Agreement effective upon delivery of written notice to Agency, allowing the funds to be distributed to another project at State's discretion; and State shall have no obligation to replace the ARRA funds with other state or federal funds.
11. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
13. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon

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Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key No. **16603** that was approved by the Oregon Transportation Commission on November 14, 2007 or will subsequently be approved by amendment to the STIP.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

Multnomah County, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:
Brian S. Vincent, PE, County Engineer
1620 SE 190th Ave
Portland, OR 97233
brian.s.vincent@co.multnomah.or.us
(503) 988.5050 ext 29642

State Contact:
Tom Weatherford, ODOT Region 1
123 NW Flanders Street
Portland, OR, 97209-4012
thomas.l.weatherford@odot.state.or.us
503.731.8238

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

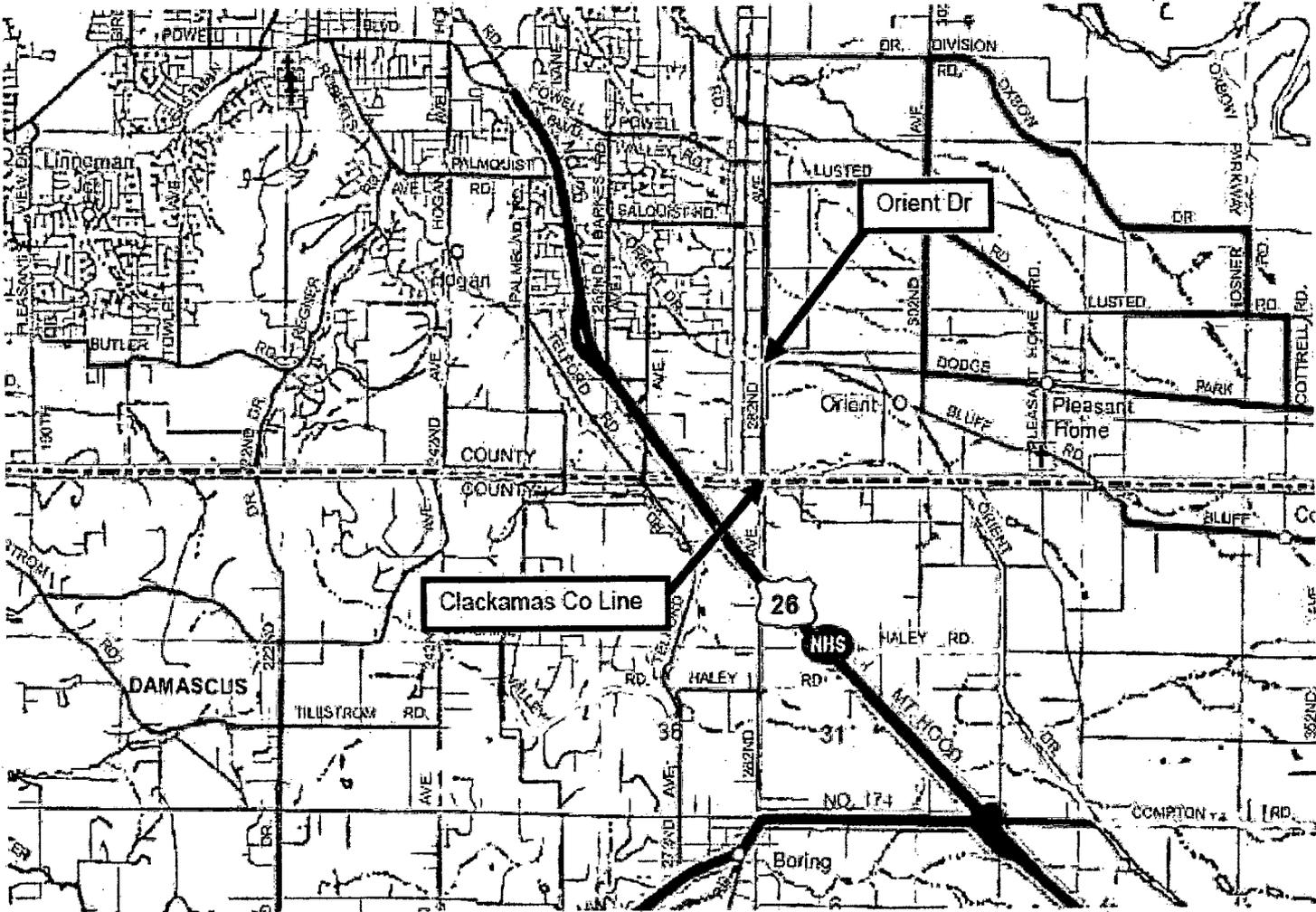
Date: _____

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Exhibit A-1
Description

Project Limits

SE 282nd Avenue from south of Orient Drive to the Clackamas County Line.



SE 282nd Ave: Orient Dr - Clackamas Co Line

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ATTACHMENT NO. 1 to Agreement No. 25578
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this Agreement, Agency and Consultant shall enter into a Personal Services Contract approved by State's Chief Procurement Officer or designee (Salem). Said contract must be reviewed and approved by State's Chief Procurement Officer or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.
4. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of those services, which are not eligible as federal participating costs and included as part of the total cost of the Project.
5. Final billings shall be submitted to State for processing within two (2) years from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) and 2) third notification for construction. Partial billing (progress payment) shall be submitted to State within one (1) year from the date that costs are incurred. Final billings submitted after two (2) years shall not be eligible for reimbursement. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015. State shall not be responsible to provide additional funding to Agencies that do not have final billings processed before this date.
6. If Project involves pavement overlay on a bridge, Agency shall either (a) load rate the bridge when adding two (2) inches of pavement depth to an existing bridge deck to determine the capacity of the bridge or (b) remove two inches of Asphalt Concrete (AC) from the bridge deck and then place two inches back for a zero net gain of

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Asphalt Concrete (in-lay/over-lay) on the bridge deck. Agency shall then sawcut the new AC pavement at the bridge ends and fill with poured joint filler to account for bridge movement.

7. If Project is a 1R resurfacing project included in the Statewide Programmatic Categorical Exclusion approved for ARRA projects, Agency shall ensure that Project conforms to the 1R Resurfacing Guidelines, attached by reference and shown on <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>.
8. This Project Agreement does not require a Right of Way Services agreement as described in Standard Provisions, Paragraph 18. This Project will require right of way certification. Agency shall complete and sign the attached Right of Way Certification form, shown on Exhibit B, attached hereto and by this reference made a part hereof.
9. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as eight (8) calendar years. State may conduct periodic inspections during the life of the Project to verify that Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of this Agreement.

Oregon Department of Transportation
RIGHT-OF-WAY CERTIFICATION
Local Government ARRA 1R Projects

1. **Project Information:**

Section _____	Bid Opening _____
Highway _____	FAP No. _____
County/City _____	Key No. _____
R/W Map # <u>NONE</u>	

2. **Primary Declaration:**

(Modify or delete statements that do not apply then delete this instruction).

I certify that to the best of my knowledge the following statements are correct with regard to the right-of-way for this project (23 CFR 635.309):

No additional right-of-way was acquired. Construction can be accomplished within the existing right-of-way.

3. **Signature of Certifying Agency:** (Both signatures required on Local Public Agency Projects).

_____	_____
(enter name), Asst. State R/W Manager	Local Government Agency
_____	_____
Date	Date

4. **Distribution:** (modify the distribution to fit your particular Region, with the exception of R/W Project Administration)

Original:	R/W Project Administration
Copy:	Local Governments Section
Copy:	Region R/W Manager
Copy:	Region Local Agency Liaison

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR United States Department of Transportation
(USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; OMB CIRCULAR NO. A-87 and NO. A-133 Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify

Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

PROJECT ACTIVITIES

12. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
13. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
14. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
15. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
16. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

17. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.

18. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
19. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
20. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
21. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
22. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

23. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement. If federal funds are used, Agency will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. Agency will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.
24. Agency's estimated share and advance deposit.
 - A. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within

forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.

- C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
- D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
25. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
26. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
27. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
28. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
29. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.

30. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
31. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
32. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
 - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
33. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

34. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

35. Agency shall cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the Project. Only those utility relocations, which are eligible for federal-aid participation under, Title 23 CFR 645A, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
36. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate State's Region Utility Specialist or State's Right of Way Section Railroad Liaison, and Utility Engineer.

STANDARDS

37. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
38. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
39. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
40. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
41. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

42. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

43. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
44. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

45. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
46. Notwithstanding the foregoing defense obligations under Paragraph 45, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

47. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

48. All employers, including Agency that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

49. Agency certifies by signing the Agreement that:
- A. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- D. 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 Title 31, USC Section 1352.
- E. 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.

Paragraphs 35, 36, and 47 are not applicable to any local agency on state highway projects.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0809197

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Community Services Division: _____
 Originator: Brian Vincent, County Engineer Program: Land Use & Transportation Program Date: 04/22/09
 Contact: Cathey Kramer Phone: (503) 988-5050 x29642 Bldg/Room: #425/Yeon
 Phone: (503) 988-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for the SE 282nd Avenue 1R-Paving project, from SE Orient Drive to the Clackamas County Line in Multnomah County, utilizing funds from the American Recovery and Reinvestment Act of 2009 (ARRA). Revenue IGA.

RENEWAL: PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____

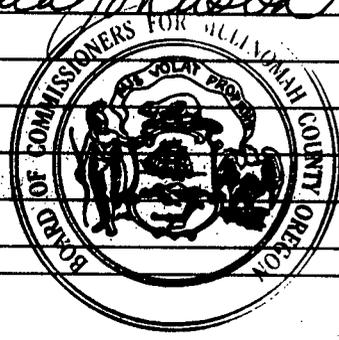
PROCUREMENT EXEMPTION OR CITATION # _____ ISSUE DATE: _____ EFFECTIVE DATE: _____ END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor: <u>Oregon Dept. of Transportation</u> Address: <u>123 NW Flanders St.</u> City/State: <u>Portland OR</u> ZIP Code: <u>97209-4037</u> Phone: <u>(503) 731-8238 (Tom Weatherford)</u>	Remittance address (if different): _____ Payment Schedule / Terms: <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u> <input type="checkbox"/> Other <input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info: _____
Employer ID# or SS#: <u>N/A</u> Contract Effective Date: <u>04/30/2009</u> Term Date: <u>09/30/2015</u> Amendment Effect Date: _____ New Term Date: _____	
Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>\$ 84,655.00</u>	Original PA/Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total PA/Requirements Amount \$ _____

REQUIRED SIGNATURES:

Department Manager: [Signature] DATE: 4/22/09
 County Attorney: /s/ Matthew Ryan DATE: 4/22/2009
 CPCA Manager: _____ DATE: _____
 County Chair: _____ DATE: 4/30/09
 Sheriff: _____ DATE: _____
 Contract Administration: _____ DATE: _____



COMMENTS: (WBS: ROADCEC0372)

LOCAL AGENCY AGREEMENT
American Recovery and Reinvestment Act of 2009
1R-Paving

**SE 282nd Avenue: SE Orient Drive - Clackamas County Line
Multnomah County**

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 elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. **SE 282nd Avenue and Orient Drive** are part of the **county road** system under the jurisdiction and control of **Agency**.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments 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. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as the "ARRA", provides funding for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and state and local fiscal stabilization, for fiscal years 2009 and 2010.
4. The ARRA provides each state a sub-allocation of ARRA funds for cities, counties and metropolitan areas.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to pave various streets or roads as further identified and shown in the description (Exhibit A-1) and map (Exhibit A-2) both attached hereto and by this reference made a part hereof, hereinafter referred to as "Project". ~~The Project will consist of a 2-inch pavement overlay in accordance with 1R Guidelines.~~

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2. The Project shall be conducted as a part of the ARRA Program under Title 23, United States Code. The total Project cost is estimated at **\$84,655**, which is subject to change. ARRA Program funds for this Project shall be limited to **\$84,655**. The Project will be financed with ARRA funds at 100 percent of the maximum allowable federal participating amount. Agency will not be required to provide a match for the ARRA funds but will be responsible for any non-participating costs, including all costs in excess of the available federal funds. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015.
3. The federal funding for this Project is contingent upon approval by the FHWA and receipt of federal funds by State. Any work performed prior to "authorization" (also called obligation of funds) by FHWA or outside the scope of work will be considered non-participating and paid for at Agency expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. Agency can place signs that identify the Project as "American Recovery and Reinvestment Act of 2009" (State approved design). Agency may affix additional signage that identifies local funds used for the Project.
6. Agency shall report to State the required reporting data by federal and state mandates for delivery of the ARRA program. State shall inform the local agencies of the reporting requirements once they have been received from FHWA and the Department of Administrative Services and such requirements shall be made a part of this Agreement.
7. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or September 30, 2015, whichever is sooner. Any work performed prior to Notice to Proceed from State's Local Agency Liaison will not be reimbursed.
8. This Agreement may be terminated by mutual written consent of both Parties.
9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

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- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
10. Because of the ARRA funding requirements, Agency must advance the Project for obligation of funds prior to March 1, 2010; and State must make a determination no later than December 31, 2009 whether this date will be met. Therefore, if Agency has not submitted the Project's "Plans, Specifications and Estimates" (PS&E) package to State's Region office by December 31, 2009, the Project will be reviewed by State, in coordination with the Oregon Local Program Committee. If State determines that the ARRA funds will not be, or are unlikely to be, obligated for construction prior to March 1, 2010, State may terminate this Agreement effective upon delivery of written notice to Agency, allowing the funds to be distributed to another project at State's discretion; and State shall have no obligation to replace the ARRA funds with other state or federal funds.
11. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
12. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
13. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon

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Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

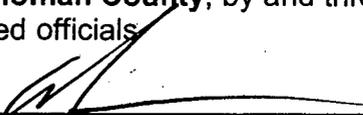
This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, Key No. **16603** that was approved by the Oregon Transportation Commission on November 14, 2007 or will subsequently be approved by amendment to the STIP.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

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On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

Multnomah County, by and through its
elected officials

By 

Date 4/30/09

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By /s/ Matthew O. Ryan/Electronic
Agency Counsel Approval

Date April 22, 2009

Agency Contact:
Brian S. Vincent, PE, County Engineer
1620 SE 190th Ave
Portland, OR 97233
brian.s.vincent@co.multnomah.or.us
(503) 988.5050 ext 29642

State Contact:
Tom Weatherford, ODOT Region 1
123 NW Flanders Street
Portland, OR, 97209-4012
thomas.l.weatherford@odot.state.or.us
503.731.8238

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Local Government Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

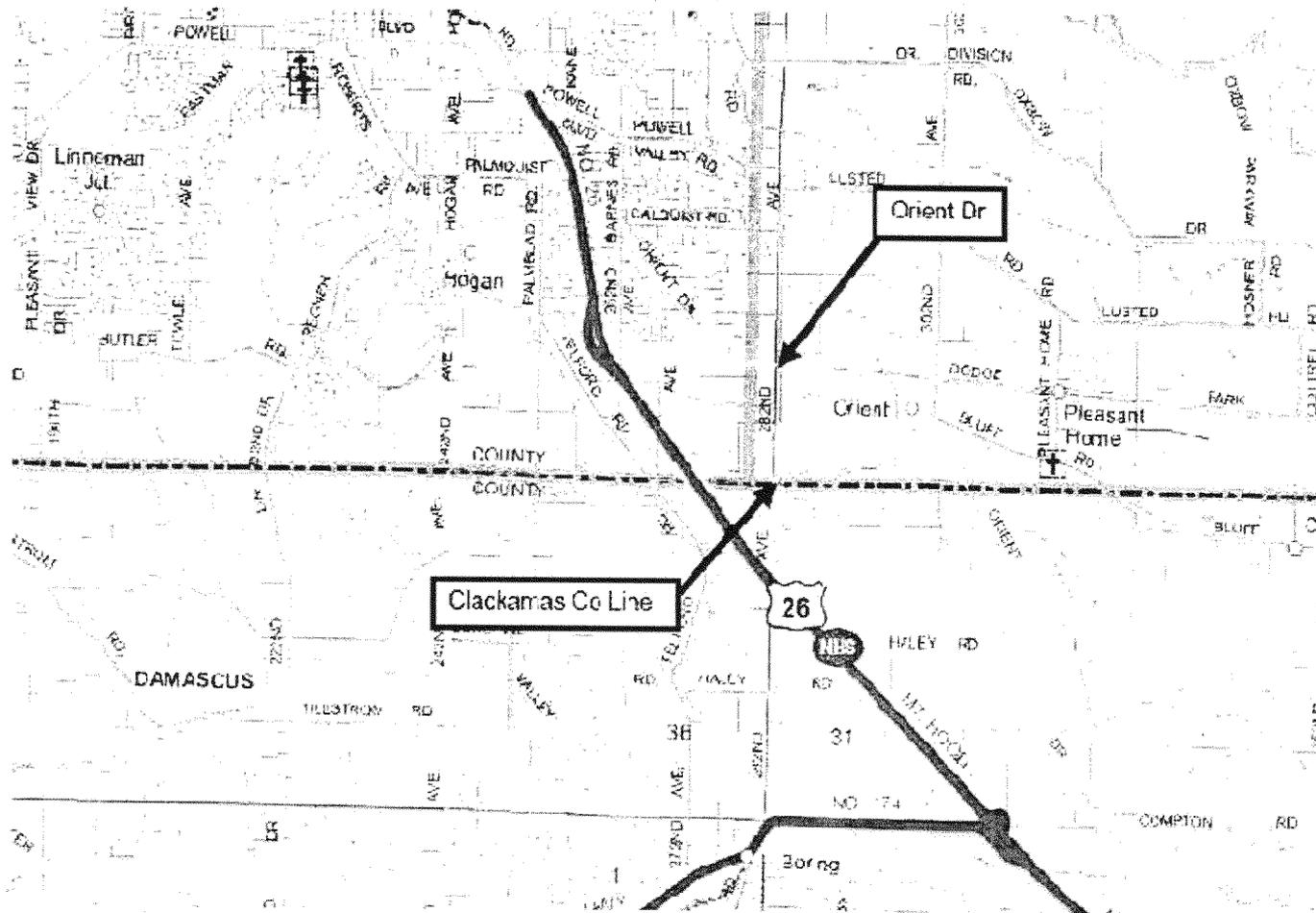
Date: _____

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Exhibit A-1
Description

Project Limits

SE 282nd Avenue from south of Orient Drive to the Clackamas County Line.



SE 282nd Ave: Orient Dr - Clackamas Co Line

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ATTACHMENT NO. 1 to Agreement No. **25578**
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this Agreement, Agency and Consultant shall enter into a Personal Services Contract approved by State's Chief Procurement Officer or designee (Salem). Said contract must be reviewed and approved by State's Chief Procurement Officer or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.
4. State may make available Region 1's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of those services, which are not eligible as federal participating costs and included as part of the total cost of the Project.
5. Final billings shall be submitted to State for processing within two (2) years from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) and 2) third notification for construction. Partial billing (progress payment) shall be submitted to State within one (1) year from the date that costs are incurred. Final billings submitted after two (2) years shall not be eligible for reimbursement. No ARRA funded invoices will be accepted and no ARRA funded payments will be made after September 30, 2015. State shall not be responsible to provide additional funding to Agencies that do not have final billings processed before this date.
6. If Project involves pavement overlay on a bridge, Agency shall either (a) load rate the bridge when adding two (2) inches of pavement depth to an existing bridge deck to determine the capacity of the bridge or (b) remove two inches of Asphalt Concrete (AC) from the bridge deck and then place two inches back for a zero net gain of

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Asphalt Concrete (in-lay/over-lay) on the bridge deck. Agency shall then sawcut the new AC pavement at the bridge ends and fill with poured joint filler to account for bridge movement.

7. If Project is a 1R resurfacing project included in the Statewide Programmatic Categorical Exclusion approved for ARRA projects, Agency shall ensure that Project conforms to the 1R Resurfacing Guidelines, attached by reference and shown on <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>.
8. This Project Agreement does not require a Right of Way Services agreement as described in Standard Provisions, Paragraph 18. This Project will require right of way certification. Agency shall complete and sign the attached Right of Way Certification form, shown on Exhibit B, attached hereto and by this reference made a part hereof.
9. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as eight (8) calendar years. State may conduct periodic inspections during the life of the Project to verify that Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of this Agreement.

Oregon Department of Transportation
RIGHT-OF-WAY CERTIFICATION
Local Government ARRA 1R Projects

1. Project Information:

Section _____	Bid Opening _____
Highway _____	FAP No. _____
County/City _____	Key No. _____
R/W Map # <u>NONE</u>	

2. Primary Declaration:

(Modify or delete statements that do not apply then delete this instruction).
I certify that to the best of my knowledge the following statements are correct with regard to the right-of-way for this project (23 CFR 635.309):

No additional right-of-way was acquired. Construction can be accomplished within the existing right-of-way.

3. Signature of Certifying Agency: (Both signatures required on Local Public Agency Projects).

_____	_____
(enter name), Asst. State R/W Manager	Local Government Agency
_____	_____
Date	Date

4. Distribution: (modify the distribution to fit your particular Region, with the exception of R/W Project Administration)

Original:	R/W Project Administration
Copy:	Local Governments Section
Copy:	Region R/W Manager
Copy:	Region Local Agency Liaison

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR United States Department of Transportation
(USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; OMB CIRCULAR NO. A-87 and NO. A-133 Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify

Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

PROJECT ACTIVITIES

12. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
13. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
14. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
15. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
16. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

17. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.

18. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
19. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
20. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
21. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
22. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

23. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement. If federal funds are used, Agency will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. Agency will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.
24. Agency's estimated share and advance deposit.
 - A. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within

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- forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
- C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
- D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
25. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
26. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
27. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
28. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
29. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.

30. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
31. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
32. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
- a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
 - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
33. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

34. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

35. Agency shall cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the Project. Only those utility relocations, which are eligible for federal-aid participation under, Title 23 CFR 645A, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
36. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate State's Region Utility Specialist or State's Right of Way Section Railroad Liaison, and Utility Engineer.

STANDARDS

37. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
38. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
39. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
40. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
41. The standard unit of measurement for all aspects of the project shall be English Units. All project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

42. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

43. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
44. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

45. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
46. Notwithstanding the foregoing defense obligations under Paragraph 45, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

47. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

48. All employers, including Agency that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

49. Agency certifies by signing the Agreement that:
- A. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Agency/State
Agreement No. 25578

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- D. 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 Title 31, USC Section 1352.
- E. 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.

Paragraphs 35, 36, and 47 are not applicable to any local agency on state highway projects.



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 04/30/09
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 03/31/09

Agenda Title: **PROCLAMATION Declaring the Week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week", Recognizing the Contributions of All Multnomah County Employees and the Essential Public Services They Provide**

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

Requested Meeting Date: April 30, 2009 **Amount of Time Needed:** 15 minutes
Department: Non-Departmental **Division:** Chair's Office
Contact(s): Travis Graves, Human Resources Director
Phone: 503.988.6134 **Ext.** 86134 **I/O Address:** 503/400
Presenter(s): Chair Wheeler

General Information

1. What action are you requesting from the Board?

Approval of PROCLAMATION Declaring the Week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week", Recognizing the Contributions of All Multnomah County Employees and the Essential Public Services They Provide.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Celebrated the first full week in May for the past 25 years, *Public Service Recognition Week (PSRW)* is a time to honor the men and women who serve our nation as federal, state, county and local government employees.

Throughout the nation and the world, public servants use this occasion to educate others about the work they do and why they have chosen public service careers, as well as the many ways government services make life better for all of us.

This year, *PSRW* also seeks to draw attention to all the things government does to promote sustainable communities and a healthy environment, as reflected by this year's theme: "Government Goes Green."

The National Association of Counties, The Voice of America's Counties, sponsors National County Government Week. www.naco.org The National Association of Counties created National County Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community. NACo and Multnomah County are working together to raise public awareness and understanding about the roles and responsibilities of the nations counties to meet the needs of the community.

The environment is also important to all counties. This year's theme is "Greening Our Future."

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

n/a

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

n/a

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

n/A

Required Signature

Elected Official or
Department/
Agency Director:



Date: 03/31/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Declaring the Week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week", Recognizing the Contributions of All Multnomah County Employees and the Essential Public Services They Provide

The Multnomah County Board of Commissioners Finds:

- a. For more than 155 years, Multnomah County employees have dedicated themselves to bettering the community and the lives of those who live in Multnomah County.
- b. More than 4,500 Multnomah County employees provide citizens a wide range of health and human services, public safety services, and other government services.
- c. Multnomah County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost effective ways.
- d. Each Multnomah County employee provides valuable service to the public.

The Multnomah County Board of Commissioners Proclaims:

The week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week" in Multnomah County, Oregon and calls upon the citizens of our community to recognize the crucial role of public employees in Multnomah County have in improving our community and lives.

ADOPTED this 30th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Deborah Kafoury,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Judy Shiprack,
Commissioner District 3

Diane McKeel,
Commissioner District 4

SUBMITTED BY:
Ted Wheeler, Multnomah County Chair

Thank you for your service to our country!

OURPUBLICSERVICE.ORG/PSRW

**CELEBRATE
PUBLIC
SERVICE**



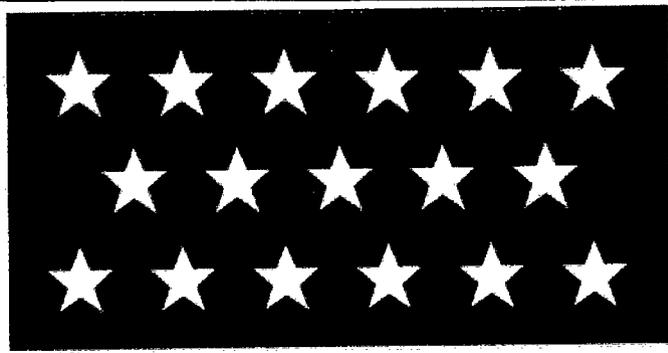
**PUBLIC SERVICE
RECOGNITION WEEK 2009
MAY 4-10**

**GOVERNMENT
GOES GREEN**



PARTNERSHIP
FOR PUBLIC SERVICE



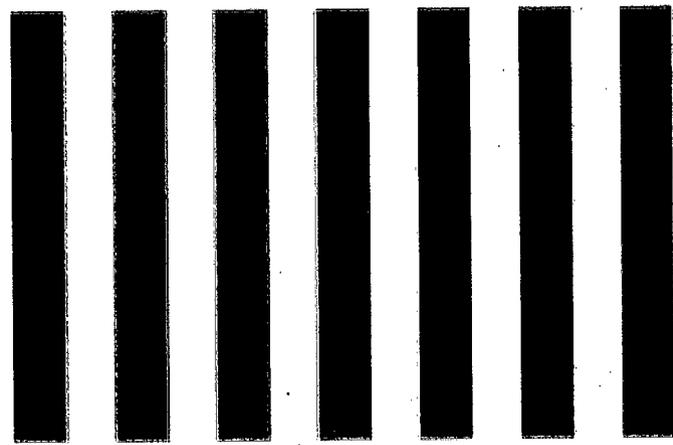


NATIONAL

COUNTY

G O V E R N M E N T

W E E K



2009

May 3-9

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 09-045

Declaring the Week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week", Recognizing the Contributions of All Multnomah County Employees and the Essential Public Services They Provide

The Multnomah County Board of Commissioners Finds:

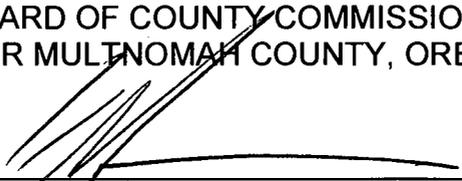
- a. For more than 155 years, Multnomah County employees have dedicated themselves to bettering the community and the lives of those who live in Multnomah County.
- b. More than 4,500 Multnomah County employees provide citizens a wide range of health and human services, public safety services, and other government services.
- c. Multnomah County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost effective ways.
- d. Each Multnomah County employee provides valuable service to the public.

The Multnomah County Board of Commissioners Proclaims:

The week of May 3 through May 10, 2009 as "Public Service Recognition Week" and "National County Government Week" in Multnomah County, Oregon and calls upon the citizens of our community to recognize the crucial role of public employees in Multnomah County have in improving our community and lives.

ADOPTED this 30th day of April, 2009.

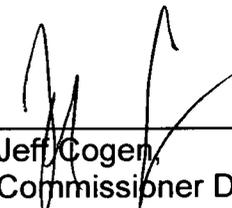
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



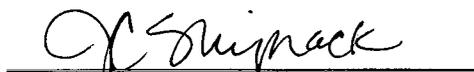
Ted Wheeler, County Chair



Deborah Kafoury,
Commissioner District 1

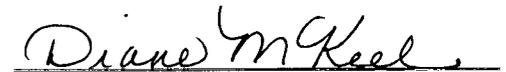


Jeff Cogen,
Commissioner District 2



Judy Shiprack,
Commissioner District 3





Diane McKeel,
Commissioner District 4

SUBMITTED BY:
Ted Wheeler, Multnomah County Chair



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 04/30/09
Agenda Item #: R-2
Est. Start Time: 9:45 AM
Date Submitted: 04/22/09

Agenda Title: **PROCLAMATION Recognizing May 8 as Military Family Appreciation Day in Oregon and Multnomah County and Encouraging Attendance at the May 2 Dedication Service of the Heroes Memorial and Tribute as a Way of Recognizing the Contribution of our Veterans and their Families**

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

Requested Meeting Date: April 30, 2009 **Amount of Time Needed:** 15 minutes
Department: Non-departmental **Division:** District 4
Contact(s): Andrew Olsen
Phone: 503.988.5213 **Ext.** 85213 **I/O Address:** 503/600
Presenter(s): Chairperson Gail Hanna, Heroes Memorial Tribute

General Information

1. What action are you requesting from the Board?

Approval of a PROCLAMATION declaring May 8 Military Family Appreciation Day in Multnomah County and encouraging attendance at the May 2 Dedication Service of the Heroes Memorial and Tribute as a way of recognizing the contribution of our veterans and their families.

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

The brave veterans and their families in our community make Multnomah County and our nation a better place. It is important that Multnomah County and its residents honor the men and women who have served and their families for their extraordinary sacrifices, support and dedication.

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

None

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

None

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

The morning of Friday May 8, 2009 Governor Kulongoski will sign HB2762 designating May 8 of each year as Military Families Appreciation Day.

On Saturday May 2, 2009 at 6:30pm there will be a dedication service for the Heroes Memorial and Tribute, with a special Dedication to the Families Who Wait. It will be at the Corner of E Powell Blvd and NE Roberts Ave in Gresham.

Required Signature

**Elected Official or
Department/
Agency Director:**

Diane McKeel

Date: 04/22/2009

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming May 8 as Military Family Appreciation Day in Multnomah County and encouraging attendance at the May 2 Dedication Service of the Heroes Memorial and Tribute as a way of recognizing the contribution of our veterans and their families.

The Multnomah County Board of Commissioners Finds:

- a. Residents of Multnomah County have a long-standing tradition of serving in the Armed Forces of the United States, with thousands giving their lives in defense of this country.
- b. The contributions of Multnomah County military personnel have been vital to maintaining the freedoms and way of life that Americans cherish.
- c. It is vital to raise awareness of the sacrifices that our brave men and women in uniform have made in the past and continue to make in order to defend the United States Constitution and to preserve the liberties that enrich this great nation.
- d. It is important to recognize and honor the sacrifices, support and dedication of the families of the men and women who have served.
- e. Residents of Multnomah County recognize the importance of maintaining a strong, well-equipped, well-educated and well-trained military to safeguard freedoms and maintain peacekeeping missions around the world.

The Multnomah County Board of Commissioners Proclaims:

May 8 as Military Family Appreciation Day in Multnomah County and encourages attendance at the May 2, 2009 Dedication Service of the Heroes Memorial Tribute as a way to recognize the contributions of our veterans and their families.

ADOPTED this 30th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, County Chair

Deborah Kafoury,
Commissioner District 1

Jeff Cogen,
Commissioner District 2

Judy Shiprack,
Commissioner District 3

Diane McKeel,
Commissioner District 4

SUBMITTED BY:
Diane McKeel, Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 09-046

Proclaiming May 8 as Military Family Appreciation Day in Multnomah County and encouraging attendance at the May 2 Dedication Service of the Heroes Memorial and Tribute as a way of recognizing the contribution of our veterans and their families.

The Multnomah County Board of Commissioners Finds:

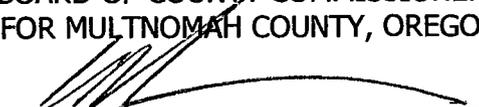
- a. Residents of Multnomah County have a long-standing tradition of serving in the Armed Forces of the United States, with thousands giving their lives in defense of this country.
- b. The contributions of Multnomah County military personnel have been vital to maintaining the freedoms and way of life that Americans cherish.
- c. It is vital to raise awareness of the sacrifices that our brave men and women in uniform have made in the past and continue to make in order to defend the United States Constitution and to preserve the liberties that enrich this great nation.
- d. It is important to recognize and honor the sacrifices, support and dedication of the families of the men and women who have served.
- e. Residents of Multnomah County recognize the importance of maintaining a strong, well-equipped, well-educated and well-trained military to safeguard freedoms and maintain peacekeeping missions around the world.

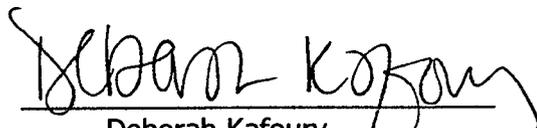
The Multnomah County Board of Commissioners Proclaims:

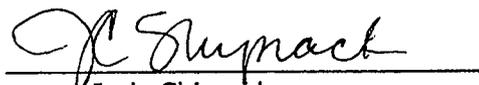
May 8 as Military Family Appreciation Day in Multnomah County and encourages attendance at the May 2, 2009 Dedication Service of the Heroes Memorial Tribute as a way to recognize the contributions of our veterans and their families.

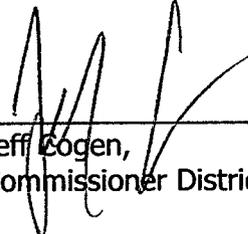
ADOPTED this 30th day of April, 2009.

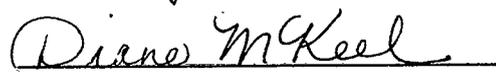
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, County Chair


Deborah Kafoury,
Commissioner District 1


Judy Shiprack,
Commissioner District 3


Jeff Eogen,
Commissioner District 2


Diane McKeel,
Commissioner District 4

SUBMITTED BY:
Diane McKeel, Commissioner District 4





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/30/09
Agenda Item #: R-3
Est. Start Time: 10:00 AM
Date Submitted: 04/21/09

Agenda Title: **RESOLUTION Consenting to Chair Appointment of Vailey B. Oehlke as Director of the Multnomah County Library**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 30, 2009 **Amount of Time Needed:** 10 mins
Department: Non-Departmental **Division:** Chair's Office
Contact(s): Agnes Sowle
Phone: 503 988-3138 **Ext.** 83138 **I/O Address:** 503/500
Presenter(s): COO Jana McLellan and Vailey Oehlke

General Information

1. **What action are you requesting from the Board?**
 Adoption of Resolution Consenting to Chair Appointment of Vailey B. Oehlke as Director of the Multnomah County Library.
2. **Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 Multnomah County Charter Section 6.10(3) provides that the Chair appointment of department directors is subject to consent of a majority of the Board.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**
 An offer of employment and compensation has been made and agreed to subject to Board approval.
5. **Explain any citizen and/or other government participation that has or will take place.**
 In February 2009 Multnomah County commenced a search for a permanent Library Director. The Chair's office appointed a Search Committee to assist in determining the needs of the County and the

community regarding this position assists in identifying qualified candidates that would be a "match" for our system, interviewing candidates, and then giving the Chair their observations and opinions regarding the candidates. During this process a public and staff forum was held as well as other meetings for employees that included internal and external stakeholder interviews that included tours of facilities, meetings with other County directors and a reception that included the Friends and Foundation, the Library Advisory Board, and the County Commissioners.

Required Signature

**Elected Official or
Department/
Agency Director:**

TED WHEELER

Date: 04/21/09



Office of Chair Ted Wheeler
MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 600
Portland, Oregon 97214
(503) 988-3308 phone
(503) 988-3093 fax

April 20, 2009

Dear Multnomah County employees,

I am pleased to announce that Vailey Oehlke, currently deputy director of Multnomah County Library, has been selected as the agency's next director of libraries.

Vailey was selected from a national search candidate pool as the clear choice for this critical leadership position. Each of the finalists from this search went through an intensive 2-day interview process that included meetings with Chair Wheeler, Board of County Commissioners staff, members of The Library Foundation, Friends of the Library, County employees and many interested community participants.

A longtime library professional, Vailey began her career at Multnomah County Library in 1997 as a youth librarian in the School Corps program, working with educators and students in the schools. She then joined the staff of the downtown Central Library, first as a section administrator and then as its director. Appointed the library system's deputy director in 2008, Vailey currently oversees the library's direct services, including Central Library, the 16 branch libraries, various outreach programs, and planning for the two new libraries in Troutdale and Kenton.

Her background also includes experience as a librarian with the Beaverton City Library, the ITT Technical Institute and the Oregon City Public Library. She received her bachelor's degree from Northern Illinois University in 1988 and her master's degree in library science from the University of Illinois, Urbana in 1992. Vailey is an active member of the American Library Association and the Oregon Library Association.

Vailey succeeds retiring director Molly Raphael. Vailey will begin her new position May 1, subject to the approval of the Multnomah Board of County Commissioners.

Congratulations to Vailey on her new leadership role.

Sincerely,

Jana McLellan
Chief Operating Officer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Consent to Chair Appointment of Vailey B. Oehlke as Director of the Multnomah County Library

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 6.10(3) provides that Chair appointment of department heads (directors) is subject to consent of a majority of the Board.
- b. The Chair appoints Vailey B. Oehlke as Director of the Multnomah County Library beginning May 1, 2009.

The Multnomah County Board of Commissioners Resolves:

1. In accordance with Multnomah County Charter Section 6.10(3), the Board consents to the appointment of Vailey B. Oehlke as Director of the Multnomah County Library.

ADOPTED this 30th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-047

Consent to Chair Appointment of Vailey B. Oehlke as Director of the Multnomah County Library

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 6.10(3) provides that Chair appointment of department heads (directors) is subject to consent of a majority of the Board.
- b. The Chair appoints Vailey B. Oehlke as Director of the Multnomah County Library beginning May 1, 2009.

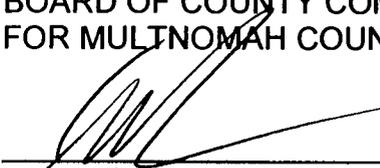
The Multnomah County Board of Commissioners Resolves:

1. In accordance with Multnomah County Charter Section 6.10(3), the Board consents to the appointment of Vailey B. Oehlke as Director of the Multnomah County Library.

ADOPTED this 30th day of April, 2009.



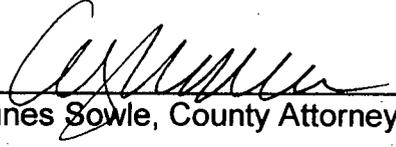
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Agnes Sowle, County Attorney

SUBMITTED BY:
Agnes Sowle, County Attorney



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 4/30/2009
Agenda Item #: R-4
Est. Start Time: 10:10 AM
Date Submitted: 04/21/2009

Agenda Title: **RESOLUTION on the Spending of the American Recovery and Reinvestment Act Grant Dollars to Multnomah County**

Requested Meeting Date: 04/30/2009 **Amount of Time Needed:** 10 Minutes
Department: Non-Departmental **Division:** District 3
Contact(s): Matthew Lashua
Phone: 503-988-5217 **Ext.** _____ **I/O Address:** 503/6
Presenter(s): Judy O'Connor Executive Secretary Treasurer of NW Oregon Labor Council and Bob Tackett of the Steel Workers Union

General Information

1. What action are you requesting from the Board?

Approval of the resolution resolving to maximize the creation of American jobs and restoring the economic growth and opportunity by spending economic recovery plan funds on products and services that both create jobs and help keep Americans employed.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Congress has approved and President Obama has signed into law the American Recovery and Reinvestment Act. The Federal Government will provide billions of dollars to local governments to create jobs through infrastructure building, green energy projects and other projects that will require manufactured components. The county will have the opportunity to reach out to our bidders and proposers and encourage them to include American products in their offers to Multnomah County.

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

There is no fiscal impact.

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

This resolution directs the county to look for opportunities to buy American products and services and encourage our bidders and proposers to offer American products in their offers to the county.

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

The Steel Workers Union is supporting this effort and lobbying other local governments to bring forward similar resolutions in an effort to promote American products and bolster all American workers.

Required Signature

**Elected Official or
Department/
Agency Director:**

JC Shiprack

Date: 04/22/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Resolution on the Spending of American Recovery and Reinvestment Act Grant Dollars to Multnomah County

The Multnomah County Board of Commissioners Finds:

- a. The economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment.
- b. Those same Americans are the taxpayers that provide the revenue needed to operate essential government services.
- c. Congress has approved and President Obama has signed into law a taxpayer-sponsored economic recovery package that will provide billions of dollars to help economically devastated cities and states immediately provide jobs to millions of out of work Americans through considerable infrastructure rebuilding, green energy projects and other projects that will require manufactured components.
- d. Our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities.
- e. Any domestically produced products that are purchased with economic recovery plan monies will immediately help struggling American families and will help stabilize our greater economy.
- f. Any economic recovery plan spending should, to every extent possible, include a commitment from Multnomah County to buy materials, goods and services for projects from companies that are produced within the United States.

The Multnomah County Board of Commissioners Resolves:

1. We will work to maximize the creation of American jobs and restoring the economic growth and opportunity by spending economic recovery plan funds on products and services that both create jobs and help keep Americans employed.
2. We commit to purchasing products and services that are made or performed in the United States of America whenever and wherever possible with any economic recovery monies provided to Multnomah County by the American taxpayers.

ADOPTED this 30th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Commissioner Judy Shiprack, District 3

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 09-048

Resolution on the Spending of American Recovery and Reinvestment Act Grant Dollars to Multnomah County

The Multnomah County Board of Commissioners Finds:

- a. The economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment.
- b. Those same Americans are the taxpayers that provide the revenue needed to operate essential government services.
- c. Congress has approved and President Obama has signed into law a taxpayer-sponsored economic recovery package that will provide billions of dollars to help economically devastated cities and states immediately provide jobs to millions of out of work Americans through considerable infrastructure rebuilding, green energy projects and other projects that will require manufactured components.
- d. Our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities.
- e. Any domestically produced products that are purchased with economic recovery plan monies will immediately help struggling American families and will help stabilize our greater economy.
- f. Any economic recovery plan spending should, to every extent possible, include a commitment from Multnomah County to buy materials, goods and services for projects from companies that are produced within the United States.

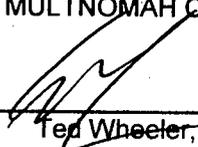
The Multnomah County Board of Commissioners Resolves:

1. We will work to maximize the creation of American jobs and restoring the economic growth and opportunity by spending economic recovery plan funds on products and services that both create jobs and help keep Americans employed.
2. We commit to purchasing products and services that are made or performed in the United States of America whenever and wherever possible with any economic recovery monies provided to Multnomah County by the American taxpayers.

ADOPTED this 30th day of April, 2009.



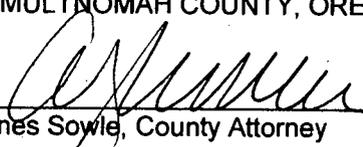
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Agnes Sowle, County Attorney

SUBMITTED BY:
Commissioner Judy Shiprack, District 3



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/30/09
Agenda Item #: R-5
Est. Start Time: 10:20 AM
Date Submitted: 04/16/09

Agenda Title: **PUBLIC HEARING to Consider and Approve the 2009-10 Consolidated Plan and Annual Action Plan for the Community Development Block Grant Program**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 30, 2009 **Amount of Time Needed:** 10 Minutes
Department: DCHS **Division:** Community Services
Contact(s): Carol Cade, Housing Development Specialist, Mary Li, Community Services Manager
Phone: 503-988-6295 **Ext.** 26598 **I/O Address:** 167/2
Presenter(s): Mary Li and Carol Cade

General Information

1. What action are you requesting from the Board?

Approval of the 2009-10 Consolidated Plan and Annual Action Plan.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Multnomah County is entitled to annually receive U.S. Department of Housing and Urban Development (HUD) funds through the Community Development Block Grant program. For program year 2009-10 the planning has been done per HUD's guidance, by using the 2008-09-grant amount of \$299,395, pending the release of grant allocations for 2009-10.

HUD program requirements include the development of a Consolidated Plan that provides principles and priorities for allocation of these federal funds and includes a market analysis, demographics, and descriptions of resources for the low and moderate income persons. A program consortium comprised of the cities of Portland and Gresham and Multnomah County has worked to produce the annual update of the Plan. A required part of the Consolidated Plan Update is the inclusion of the Annual Action Plan, which provides the list of specific annual projects that will be funded via CDBG within the County.

The County's Policy Advisory Board rated and ranked the list of activities of the Annual Action Plan draft on April 2, 2009 and public testimony was solicited on April 9, 2009.

Citizen participation for the Consolidated Plan has taken place through a series of public hearings held by the City of Portland through the Housing and Community Development Commission.

Program offer 25140 Housing is impacted by this action and without this funding, the services could not be provided.

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

The 2009-10 CDBG Grant award is anticipated to be at least \$299,395 beginning July 1, 2009.

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

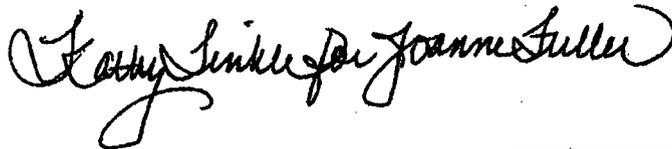
None are anticipated.

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

Policy Advisory Board recommendations: Public testimony solicited at the public hearing on April 9, 2009.

Required Signature

Elected Official
or Department/
Agency Director:



Date: 04/15/09

**Multnomah County CDBG 2009-10
Annual Action Plan – DRAFT**

**CDBG Grant: \$299,395 (est.)
Program Income: \$ 15,000 (est.)**

APPLICANT	PROJECT DESCRIPTION	ALLOCATION
Housing/Rehab - 4 Applications		
Unlimited Choices		
<ul style="list-style-type: none"> Adapt-a-Home 	Housing Rehab Program that removes architectural barriers to create accessible housing for low-income people with physical disabilities.	\$51,600
<ul style="list-style-type: none"> Mend-a-Home 	Provides critical home repairs for low-income homeowners.	\$40,500
Community Energy Projects		
<ul style="list-style-type: none"> In-Home WX Svc for Seniors and Persons w/Disabilities 	WX using primarily infiltration barrier methods	\$4,816
City of Wood Village		
<ul style="list-style-type: none"> Sewer Lateral Replacement (Grant) Program, Phase II 	Project will provide grants to help to replace and install lateral sewer pipes for low-mod income persons.	\$20,400
Public Facilities/Neighborhood Revitalization - 2 Application		
City of Fairview		
<ul style="list-style-type: none"> Phase 3 Old Town Sidewalk Improvements-Third Street 	Project proposes to install new sidewalks in the City's Old Town Neighborhood. Focus will be on areas leading to and from the Fairview Elementary School where current pedestrian sidewalks are missing or inadequate causing compromised safety for accessing the school facility.	\$43,200
City of Wood Village		
<ul style="list-style-type: none"> Neighborhood Filtered Catch Basin Installation 	Installation of filter to stop debris and remove pollutants from entering storm drain system for water quality improvement	\$45,000
Public Services – 15% cap - 4 Applications		
Fair Housing Council of Oregon		
<ul style="list-style-type: none"> Fair Housing Enforcement 	Fair Housing services including outreach, education and enforcement.	\$5,500
Human Solutions, Inc		
<ul style="list-style-type: none"> Transitional Housing Project 	Provides transitional housing paired with social services including childcare while parents attend skill-building classes.	\$30,000
Catholic Charities/El Programo		
<ul style="list-style-type: none"> Emergency Services and Life Skills Project 	Provides immediate help to clients in crisis, followed up by informational workshops and life skills classes.	\$6,500
Community Energy Projects		
<ul style="list-style-type: none"> Do-It-Yourself Small Measure WX and Energy Ed Workshops 	Provides self-help weatherization supplies and energy education workshops along with information and referral.	\$4,000
Administration – 20% cap		\$62,879
Total:		\$314,395



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-6 DATE 4-30-09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: R-6
 Est. Start Time: 10:30 AM
 Date Submitted: 04/21/09

BUDGET MODIFICATION: DCHS-25

**BUDGET MODIFICATION DCHS-25 Appropriating \$3,383,873 in Additional
 Agenda State Funding for the Community Services, Energy Services Program to
 Title: Increase Number of Households that Receive Energy Assistance and Services**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>April 30, 2009</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>County Human Services</u>	Division:	<u>Community Services</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503-988-3691</u>	Ext.	<u>26858</u>
		I/O Address:	<u>167/6</u>
Presenter(s):	<u>Mary Li</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-25, which appropriates an increase of additional funds from the state Housing and Community Services for Low Income Energy Assistance Program (LIEAP) and Department of Energy (DOE).

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Multnomah County Energy Services/Weatherization Program provides weatherization services to low-income households in Multnomah County. Due to the President signing into law H.R. 2638, the "Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009." This act has doubled the Low-Income Energy Assistance Program (LIEAP) and Department of Energy (DOE) Federal Funds that the DCHS Energy Services/Weatherization Program receives. This will result in an additional 5,000 households receiving energy assistance and 15 housing units receiving weatherization services in Multnomah County. The change will impact program offer 25119 - Energy Services.

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

Revenue in LIEAP will increase \$3,308,733 and DOE revenue will increase by \$75,140. This funding is ongoing throughout the State's 2010-2011 biennium and will provide for additional 5,000 households to receive energy assistance funding and 15 housing units to receive weatherization services.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**
LIEAP and DOE grant funding increased due to an increase in federal funds.
- **What budgets are increased/decreased?**
Program Offer 25119 will increase by \$3,383,873.
- **What do the changes accomplish?**
This increase will allow Multnomah County to serve additional clients in need of weatherization services and energy assistance.
- **Do any personnel actions result from this budget modification? Explain.**
N/A
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Both LIEAP and DOE grants pay indirect charges.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
No, this is ongoing revenue based on Notice of Award (NOA) received in October 2008.
- **If a grant, what period does the grant cover?**
Grant period is from October 2008 to September 2009 for the 1st fiscal year and then from October 2009 to September 2010 for the 2nd fiscal year. DOE grant from April 2009 to March 2010.
- **If a grant, when the grant expires, what are funding plans?**
Services would be reduced accordingly.

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 25

Required Signatures

**Elected Official
or Department/
Agency Director:**

Handwritten signature: Cathy Linker for Joanne Fuller

Date: 04/20/09

Budget Analyst:

Handwritten signature

Date: 04/21/09

Department HR:

Date:

Countywide HR:

Date:

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: **2009**

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.PG	50190	(2,478,006)	(5,369,677)	(2,891,671)		Federal/State Funding
2	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.PG	60155	2,478,006	5,369,677	2,891,671		Direct Client Services
3										-			
4	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.AD	50190	(191,528)	(434,911)	(243,383)		Federal/State Funding
5	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.AD	60350	63,647	133,717	70,070		Central Indirect (2.07%)
6	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.AD	60355	53,138	111,753	58,615		Department Indirect (1.73%)
7	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.AD	60160	74,743	179,441	104,698		Pass-Thru & Prog Support
8	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.AD	60170	-	10,000	10,000		Professional Services
9										-			
10	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.PD	50190	(466,597)	(594,997)	(128,400)		Federal/State Funding
11	22-10	20725	25119	40			SCPCSEEG.LIEAPEG.09.PD	60160	378,598	506,998	128,400		Pass-Thru & Prog Support
12										-			
13	22-10	20900	25119	40			SCPCESRR.DOEWX.09.PG	50190	(89,748)	(162,137)	(72,389)		Federal/State Funding
14	22-10	20900	25119	40			SCPCESRR.DOEWX.09.PG	60155	79,748	152,137	72,389		Direct Prg & Client Assist
15										-			
16	22-10	20900	25119	40			SCPCESRR.DOEWX.09.AD	50190	(5,427)	(8,178)	(2,751)		Federal/State Funding
17	22-10	20900	25119	40			SCPCESRR.DOEWX.09.AD	60350	2,157	3,656	1,499		Central Indirect (2.07%)
18	22-10	20900	25119	40			SCPCESRR.DOEWX.09.AD	60355	1,801	3,053	1,252		Dept Indirect (1.73%)
19										0			
20	22-10	20725	25119	40			SCPCESE2.LIEAPCM.AS16.PG	50190	(8,696)	(53,975)	(45,279)		Federal/State Funding
21	22-10	20725	25119	40			SCPCESE2.LIEAPCM.AS16.PG	60240	4,558	49,837	45,279		Supplies
22										0			
23	19	1000		20		9500001000		50310		(71,569)	(71,569)		Svc Reim F/S to General
24	19	1000		20		9500001000		60470		71,569	71,569		Contingency
25													
26	26-00	1000	25000	40			CHSDO.IND1000	50370		(59,867)	(59,867)		Dept. Indirect Revenue
27	26-00	1000	25000	40			CHSDO.IND1000	60240		59,867	59,867		Supplies
28										0			
29										0			
										0	0		Total - Page 1
										0	0		GRAND TOTAL



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-7 DATE 4-30-09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: R-7
 Est. Start Time: 10:35 AM
 Date Submitted: 04/21/09

BUDGET MODIFICATION: DCHS – 31

Agenda Title:	BUDGET MODIFICATION DCHS-31 Appropriating \$159,795 in Additional Oregon Housing and Community Services Low Income Energy Assistance Program Funding for the Energy Services Program in the Community Services Division
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Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>April 30, 2009</u>	Amount of Time Needed:	<u>5 mins</u>
Department:	<u>County Human Services</u>	Division:	<u>Community Services</u>
Contact(s):	<u>Kathy Tinkle</u>		
Phone:	<u>503-988-3691</u>	Ext.:	<u>26858</u>
		I/O Address:	<u>167/6</u>
Presenter(s):	<u>Mary Li</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services (DCHS) recommends approval of budget modification DCHS- 31. This budget modification increases the Community Services Division’s Fiscal Year 2009 (FY09) budget by \$159,795 in OHCS funding to expand the existing Low Income Energy Assistance Program (LIEAP) within the Energy Services program.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

This budget modification increases Community Services’ FY09 budget by \$159,795 in OHCS funding. These funds were originally set aside by the State of Oregon for disaster relief. The State has just released the funds as an emergency allocation to be utilized for LIEAP. These additional funds will assist approximately 450 households to have access to safe and sufficient energy in their homes. This budget modification will impact program offer 25119 – Energy Services.

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

Revenue in OHCS LIEAP funding increases by \$159,795 and will be allocated as follows:

- \$18,187 in Pass Through & Program Support
- \$135,758 in Direct Client Assistance
- \$3,187 in Central Indirect
- \$2,663 in Department Indirect

Service reimbursements from the Federal/State fund will increase as follows:

- \$3,187 in the Indirect Central Reimbursement
- \$2,663 in the Indirect Dept. Reimbursement

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer **all** of the following in detail:

• **What revenue is being changed and why?**

This budget modification increases \$159,795 in OHCS funding for the Energy Services program in the Community Services Division of DCHS.

Department indirect revenue increases by \$2,663 with a corresponding increase in supplies.

Service reimbursement from the Federal/State fund to the General fund will increase by \$3,187

• **What budgets are increased/decreased?**

Revenue in OHCS LIEAP funding increases by \$159,795 and will increase the budget for Community Services as follows:

- \$18,187 in Pass Through & Program Support
- \$135,758 in Direct Client Assistance
- \$3,187 in Central Indirect
- \$2,663 in Department Indirect

Department indirect revenue increases by \$2,663 with a corresponding increase in the supplies budget.

• **What do the changes accomplish?**

This increase will allow the Energy Services program in the Community Services division to service an additional 450 households in need of energy assistance.

• **Do any personnel actions result from this budget modification? Explain.**

N/A

• **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Indirect costs are allowed by the grant and are included in the budget modification.

• **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This is a one-time-only emergency allocation for ongoing functions within Energy Services.

• **If a grant, what period does the grant cover?**

The grant period is from October 2008 to September 2009.

• **If a grant, when the grant expires, what are funding plans?**

When the grant expires, services in the Energy Services program will be reduced.

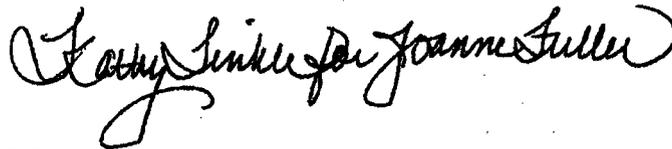
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 31

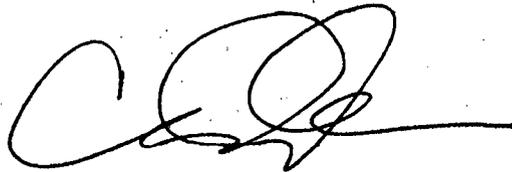
Required Signatures

**Elected Official
or Department/
Agency Director:**



Date: 04/20/09

Budget Analyst:



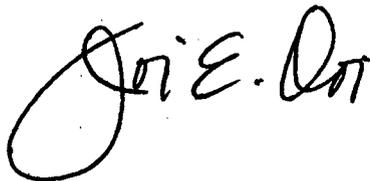
Date: 04/21/09

Department HR:



Date: 04/21/09

Countywide HR:



Date: 03/27/09



Department of County Management
MULTNOMAH COUNTY OREGON

Human Resources
 Multnomah Building
 501 SE Hawthorne, Suite 400
 Portland, Oregon 97214
 (503) 988-5015 Phone
 (503) 988-3009 Fax

To: Godwin Nwerem, Mental Health Division - DCHS
 From: Joi Doi, Class/Comp Unit
 Date: March 27, 2009 - **Replaces July 28, 2008 original Physician allocation notice**
 Subject: **Reclassification Request #1038 (Revised)**

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: July 15, 2008	Position Number: TBD
Current Classification: NA -- new	Requested Classification: EMS Medical Director
Job Class Number:	Job Class Number: 9530
Pay Grade:	Pay Grade: 144

Request is: Approved as Requested
 Approved - Revised
 Denied
 Effective Date: March 5, 2009

Allocated Classification: Physician originally;
 changed 3/27/09 to Psychiatrist
 Job Class Number: 9491
 Pay Range: \$131,190.71 - \$183,666.54 annually
 Pay Grade: 144 plus 5% clinical specialty premium

Please note this classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 and may require Board of County Commissioners' approval. This decision is considered preliminary until such approval is received.

Position Information:

Vacant - see New/Vacant Section
 Filled & incumbent reclassified - see Employee Information Section
 Filled & incumbent not reclassified with position See New/Vacant Section

New/Vacant Position Information:

To provide professional, comprehensive consultation on clinical psychiatric and medical care issues to clinical staff and supervisors regarding mental health treatment services for children and their families. This position will lead the planning and establishing of innovative treatment programs and protocols, including the development of policies, tools, and procedures for family care teams within the Mental Health Division.

Reason for Classification Decision:

Duties as described best fit the new **Psychiatrist** job class that was recently established and not EMS Medical Director job class which is responsible for medical supervision for all emergency medical technicians and staff who provide pre-hospital patient care within the County. EMS Medical Director also provides county-wide medical direction to all components of the emergency medical services system. The new Psychiatrist position resides within a specific unit of the Mental Health Division and has a specific medical/clinical program focus.

If you have any questions, please feel free to contact Joi Doi at 503-988-3241.

cc: Kim Pasquinelli, HR Analyst
 Pauline Reed, HR Maintainer
 Class Comp File Copy

Budget Modification ID: **DCHS-31**

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2009

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	bto	Description
					Internal Order	Cost Center	WBS Element						
1	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.AD	50190	(191,528)	(201,743)	(10,215)		IG - OP Fed Thru St
2	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.AD	60160	74,743	79,108	4,365		Pass-Through & Prg Suprt
3	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.AD	60350	63,647	66,834	3,187		Central Indirect
4	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.AD	60355	53,138	55,801	2,663		Dept Indirect
5													
6	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.PG	50190	(2,478,006)	(2,613,764)	(135,758)		IG - OP Fed Thru St
7	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.PG	60155	2,478,006	2,613,764	135,758		Direct Client Assistance
8													
9	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.PD	50190	(466,597)	(480,419)	(13,822)		IG - OP Fed Thru St
10	22-10	20725	25119	40			SCPCSESEG.LIEAPEG.09.PD	60160	378,598	392,420	13,822		Pass-Through & Prg Suprt
11													
12	19	1000		20		9500001000		50310		(3,187)	(3,187)		Svc Reim F/S to General
13	19	1000		20		9500001000		60470		3,187	3,187		CGF Contingency expenditure
14													
15	26-00	1000	25000	40			CHSDO.IND1000	50370		(2,663)	(2,663)		Dept. Indirect Revenue
16	26-00	1000	25000	40			CHSDO.IND1000	60240		2,663	2,663		Supplies
17													
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											0	0	GRAND TOTAL



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-8 DATE 4-30-09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: R-8
 Est. Start Time: 10:40 AM
 Date Submitted: 04/21/09

Agenda Title: NOTICE OF INTENT to Apply for the Office of Juvenile Justice and Delinquency Prevention - Recovery Act Local Youth Mentoring Initiative

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 30, 2009 Amount of Time Needed: 5 minutes
 Department: Dept of Community Justice Division: Juvenile Services
 Contact(s): Thach Nguyen
 Phone: 503-988-5635 Ext. 85635 I/O Address: 311/1
 Presenter(s): Jan Bishop

General Information

1. What action are you requesting from the Board?

The Department of Community Justice requests retroactive approval to apply for \$500,000 for a period of four years from the Office of Juvenile Justice and Delinquency Prevention - Recovery Act Local Youth Mentoring Program (due to an unusually tight turnaround/timeline, the NOI was not presented prior to the application due date of April 20, 2009.)

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Office of Juvenile Justice and Delinquency Prevention acknowledges that mentoring is an effective way to prevent at-risk youth from becoming involved in delinquency and help already delinquent youth change their lives for the better.

The program's goals are to reduce juvenile delinquency and gang participation, improve academic performance, and reduce school drop-out rates by enhancing the capacity of the Department of Community Justice to develop and expand community collaboratives and partnerships, integrate best practices into mentoring service models, and develop strategies to recruit and maintain mentors serving high-risk youth involved in the juvenile justice system.

The Department of Community Justice plans to use the funds to expand its existing mentoring program. Recently, the Department of Community Justice received another grant from the State of Oregon Commission on Children and Families to create a mentoring program focused on reducing disproportionate minority contact and overrepresentation of African American youth in the juvenile justice system. This new grant will assist in enhancing this program.

This grant increases services in the Juvenile Gang Resource Intervention Team FY-2010 program offer: 50013.

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

The Department of Community Justice is requesting \$500,000 to be spent from October 2009 to September 2013. This includes \$457,289 in Direct expenses and \$42,711 in Central and Departmental Indirect expenses.

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

The Department of Community Justice shall meet the requirements related to the Recovery Act which include quarterly financial and programmatic reports. In addition, projects must target an at-risk or high-risk population younger than 18 years of age. There is no match required for this grant. All grant requirements can be found at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

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

The Department of Community Justice will contract and partner with faith-based and other community organizations to recruit and train volunteers to mentor the youth.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

This is a Federal Grant under the Recovery Act Local Youth Mentoring Program which is administered and distributed by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP). This grant program is authorized by the American Recovery and Reinvestment Act of 2009.

- **Specify grant (matching, reporting and other) requirements and goals.**

There is no match required for this grant. Quarterly financial and programmatic reports are required. Projects must target an at-risk or high-risk population younger than 18 years of age. Objectives include establishing or improving the administration of mentoring programs for at-risk, underserved youth and enhancing the organizational capacity, system efficiency, and cost effectiveness through training and technical assistance and other strategies.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This grant will provide one time only funding for a period of up to four years.

- **What are the estimated filing timelines?**

The filing deadline is April 20, 2009.

- **If a grant, what period does the grant cover?**

4 years from October 2009 – September 2013

- **When the grant expires, what are funding plans?**

If funding is not available and no alternative funding can be found, the program will be terminated.

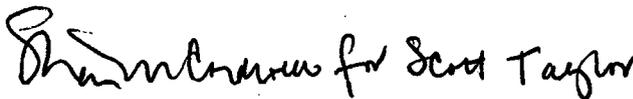
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

This grant covers these costs.

ATTACHMENT B

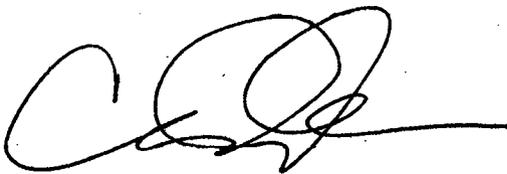
Required Signatures

Elected Official or
Department/
Agency Director:

Handwritten signature for Scott Taylor

Date: 04/16/09

Budget Analyst:

Handwritten signature of the Budget Analyst

Date: 04/21/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-9 DATE 4/30/09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: R-9
 Est. Start Time: 10:45 AM
 Date Submitted: 04/22/09

BUDGET MODIFICATION: DA 09 - 03

**BUDGET MODIFICATION Requesting Recognition and Appropriation of
 Agenda \$25,000 of Additional STOP Violence Against Women Formula Grant (STOP
 Title: VAWA Grant) Revenue in the District Attorney's Office**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>April 30, 2009</u>	Amount of Time Needed:	<u>2 to 5 minutes</u>
Department:	<u>District Attorney's Office</u>	Division:	<u>Administration</u>
Contact(s):	<u>D. Scott Marcy</u>		
Phone:	<u>503-988-3863</u>	Ext.	<u>83863</u>
		I/O Address:	<u>101/600</u>
Presenter(s):	<u>D. Scott Marcy</u>		

General Information

1. What action are you requesting from the Board?

The District Attorney is requesting the Board appropriate \$25,000 of additional revenue from STOP Violence Against Women Formula Grant awarded by the State of Oregon Department of Justice Crime Victims' Services Division for fiscal year 2008/2009.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

During the regular budget process for FY2009, an estimate of revenue \$50,000 was budgeted in the STOP Violence Against Women Formula Grant Program based on the amount awarded for the STOP VAWA grant in FY2008. In September 2008 the County received notification that \$75,000 was awarded. As a result, there is an increase of \$25,000 in STOP VAWA funding to support an additional 0.23 fte Deputy District Attorney 2 position.

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

This action would appropriate an additional \$25,000 in Fed/State funding to District Attorney's Office current fiscal year budget to support an additional 0.23 fte Deputy District Attorney 2

position.

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

None

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

None

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer **all** of the following in detail:

- **What revenue is being changed and why?**
Fed/state fund 1505 will be increased by \$25,000 because grant amount awarded is more than the budgeted revenue.
- **What budgets are increased/decreased?**
The District Attorney's Office Family Justice Division Fed/State fund budget allocation, Program Offer 15015 Domestic Violence Trial Unit, where the STOP VAWA program is located.
- **What do the changes accomplish?**
The additional funding allows the District Attorney's Office to pay for additional 0.23 FTE DDA2 position to enhance current services.
- **Do any personnel actions result from this budget modification? Explain.**
Yes, an additional 0.23 FTE DDA 2 position will be funded for the current fiscal year.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
This grant will not pay either departmental or central indirect.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
N/A
- **If a grant, what period does the grant cover?**
July 1, 2008, to December 31, 2009.
- **If a grant, when the grant expires, what are funding plans?**
Grant application for 2010 STOP VAWA Formula Grant, if available, will be submitted. If future funding will be not available, program will end.

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

ATTACHMENT B

BUDGET MODIFICATION: DA09 - 03

Required Signatures

**Elected Official or
Department/
Agency Director:**

Michael Schroeder

Date: 04/21/09

Budget Analyst:

Christy

Date: 04/22/09

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID:

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal
					Internal Order	Cost Center	WBS Element					
1	15-30	24381	15015	50			DA VAWA.ST	60000	32,685	49,027	16,342	
2	15-30	24381	15015	50			DA VAWA.ST	60130	10,276	15,414	5,138	
3	15-30	24381	15015	50			DA VAWA.ST	60140	7,039	10,559	3,520	
4	72-10	3500		20		705210		50316	-	(3,520)	(3,520)	
5	72-10	3500		20		705210		60330	-	3,520	3,520	
6	15-30	24381	15015	50			DA VAWA.ST	50190	(50,000)	(75,000)	(25,000)	
7										0		
8										0		
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ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
24381	6252	61105	DA VAWA.ST	Deputy District Attorney 2	705464	1.00	70,465	22,154	15,176	107,795
										0
										0
										0
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TOTAL ANNUALIZED CHANGES						1.00	70,465	22,154	15,176	107,795

CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32213	6252	61105	DA VAWA.ST	Deputy District Attorney 2	705464	0.23	16,342	5,138	3,520	25,000
										0
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										0
										0
TOTAL CURRENT FY CHANGES						0.23	16,342	5,138	3,520	25,000



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: R-10
 Est. Start Time: 10:50 AM
 Date Submitted: 04/22/09

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-10 DATE 4-30-09
 ANA KARNES, ASST BOARD CLERK

Agenda Title: NOTICE OF INTENT to Submit a Grant Application to the Oregon Public Health Emergency Preparedness Mini-Grant Program

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: April 30, 2009 **Amount of Time Needed:** 5 min
Department: Health **Division:** Director's Office
Contact(s): James Spitzer and Nicole Hermanns
Phone: 503-988-3663 **Ext.** 26314 **I/O Address:** 160/9
Presenter(s): James Spitzer and Nicole Hermanns

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to apply for up to \$6,000 in grant funding through the Oregon Public Health Emergency Preparedness mini grant program to enhance the Emergency Preparedness Communications System.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Emergency preparedness planning has been an area of emphasis for the Health Department for over six years. The Oregon Public Health Preparedness Program recognizes that a critical piece of emergency preparedness is the ability to communicate during the time of an emergency, and as a result has created a mini-grant to fund the purchase of radio and related interoperable communications equipment. If funded, the grant will affect Program Offer 40005 by purchasing radio and other communications related equipment such as:

- Clamshell AA battery holders for VHF Radios
- Uninterruptible Power Supplies (UPS) for select computers and electronic equipment including radios and radio battery chargers
- 12 single chargers for VHF Radios

- 1 vehicular charger for VHF radios

The main outcome of these purchases is maintaining limited communications for command and control of normal and emergency operations when utility failures disrupt normal telephone and 800 Mhz radio communications, or when radio communications are needed to augment normal phone communications.

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

The Health Department will request up to \$6,000 to procure radio and related interoperable communications equipment during the next 3 months. There is no ongoing fiscal impact to the Department.

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

None.

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

This project will enhance previous and current efforts of the County and other local jurisdictions to respond to emergencies.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**
The Oregon Public Health Emergency Preparedness Program.
- **Specify grant (matching, reporting and other) requirements and goals.**
The goal of the grant is to fund projects that demonstrate purchases which directly enhance local ARES and/or RACES use of amateur radios and increase capacity to use existing equipment or add additional capacity through new equipment in the event of an emergency. A final report is required. No additional reporting or matching is required.
- **Explain grant funding detail – is this a one time only or long term commitment?**
This is a one time only award, with a project period lasting up to 3 months from award notification. When the grant expires the project will have been completed.
- **What are the estimated filing timelines?**
The grant is due on May 1, 2009.
- **If a grant, what period does the grant cover?**
Notifications of award will be made by May 15, 2009, and the project is expected to be completed by August 9, 2009.
- **When the grant expires, what are funding plans?**
As the sole purpose of the grant is to purchase capital equipment, when the grant expires, the project will have been completed. If needed, additional resources will be sought to continue the purchase of communications equipment.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
These costs, and any facilities/internal services costs not currently budgeted for, will be covered by the grant.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

*Karin Jensen for
William Shortiz*

Date: 04/20/09

Budget Analyst:

Angela Burdine

Date: 04/22/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (revised 09/22/08)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-11 DATE 4-30-09
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only	
Meeting Date:	<u>04/30/09</u>
Agenda Item #:	<u>R-11</u>
Est. Start Time:	<u>10:55 AM</u>
Date Submitted:	<u>04/22/09</u>

<p align="center">NOTICE OF INTENT to Submit a Proposal to the National Association of Agenda County and City Health Officials (NACCHO) for up to \$500,000 to Support the Title: County's Public Health Emergency Preparedness and Response</p>

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>April 30, 2009</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>James Spitzer and Nicole Hermanns</u>		
Phone:	<u>503-988-3663</u>	Ext.	<u>26314</u>
		I/O Address:	<u>160/9</u>
Presenter(s):	<u>James Spitzer and Nicole Hermanns</u>		

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to apply for up to \$500,000 in grant funding from the National Association of County and City Health Officials (NACCHO) to produce a series of just in time (JIT) training materials for large scale emergency response operations, which will become available as Advanced Practice Center resources for local health departments throughout the nation.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

NACCHO is accepting proposals for its Excellence in Innovative Public Health Preparedness Solutions project. Selected applicants will be awarded funds under the Advanced Practice Center (APC) program to develop new, innovative solutions or enhance currently existing APC tools and resources. The APC program is funded by NACCHO through a cooperative agreement with the Centers for Disease Control and Prevention, and functions as a nationwide network of local health departments with the mission to advance the field of public health preparedness. APC health departments respond to emerging needs by engaging in a variety of activities that include producing cutting-edge tools and resources, technology, training, and the necessary technical guidance to assist public health professionals in preparing for, responding to, and recovering from the consequences of disasters and other public health emergencies.

This grant program affects Program Offer 40005, and represents an opportunity for the Health Department's Emergency Preparedness program to develop just in time (JIT) training products that are needed by the County and will be widely available through APC's Product Matrix, an online toolkit. The Emergency Preparedness program already includes the development and maintenance of emergency plans, an incident management team, and collaborative relationships with government, private and non-profit organizations. As part of this work, the Emergency Preparedness program has developed many plans, protocols, and video documentation that are best or promising practices within the field. This grant program will transform some of our existing products into JIT training for the County and NACCHO's APC Product Matrix. While the Product Matrix has 69 tools, only one of them focuses on JIT training, which is in the area of mass casualty operations. If funded, the project will develop JIT training in different areas.

Although large-scale emergencies have a dramatic impact on the community, they have a relatively low rate of occurrence. Further, each emergency has its own unique conditions and requires hundreds to thousands of responders. A particular worst-case scenario for Multnomah County could require rapidly establishing up to 30 response locations and 6,000 responders (the majority of whom will not be medical/health personnel and never have had training specific to the event taking place) to sufficiently control the impact of the emergency. These factors mean that the majority of responders will not have proper training and be experiencing the emergency for the first time.

JIT training is an evidence-based practice that consists of checklists, audio visual tools, and other products that provide training to increase the safety, efficiency, and effectiveness of response operations. This project will focus on training needed for surge personnel enlisted for large scale vaccine and medicine dispensing operations and disease management. It is anticipated that the JIT training tools developed in this grant application will have the following outcomes:

- Provide instructions tailored to roles and specific operations to assure that individuals assigned to operations achieve operational objectives;
- Decrease investment in general preparedness training sessions which are typically inadequate for the wide array of prospective emergency operations and include many individuals who will not be available when the actual event occurs;
- Reduce leadership angst about not being able to invest sufficient time in emergency preparedness given the pressures of other programs and budget restrictions; and
- Produce an APC product that can be used by other local health centers throughout the country and fashioned to answer a variety of different emergency situations.

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

This funding will provide the Health Department with up to \$500,000 to support the development of JIT training products for NACCHO's APC program, which are based on current Health Department emergency preparedness tools and policies. It is a one year funding opportunity that will not have an ongoing fiscal impact.

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

None.

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

The previous work that has been done in emergency preparedness in Multnomah County has provided the knowledge and expertise to act as an Advanced Practice Center in the area of public health preparedness. This project will build on those experiences and the relationships we have built with our emergency preparedness partners.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The National Association of County & City Health Officials (NACCHO).

- **Specify grant (matching, reporting and other) requirements and goals.**

The grant program requires regular progress reports, a final report, check-in meetings with the grantor, and the development of products that respond to and fulfill regional or state-wide needs and can be distributed to other local health departments. There is no match required. The goal of the project is for grantees to produce resources that either fill a gap or build on existing APC training products that can be quickly, easily, and cost-effectively tailored by other local health departments.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one time only grant.

- **What are the estimated filing timelines?**

The grant application is due May 16, 2009.

- **If a grant, what period does the grant cover?**

If awarded, the grant period will be from October 1, 2009 to September 29, 2010.

- **When the grant expires, what are funding plans?**

When the grant expires, the project will be complete. However, funding for additional years may be provided by NACCHO or sought from other sources to continue JIT training work in other emergency preparedness areas if deemed necessary.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

These costs, and any facilities/internal services costs not currently budgeted for, will be covered by the grant.

ATTACHMENT B

Required Signatures

**Elected Official or
Department/
Agency Director:**

*Karin Jensen for
William Shultz*

Date: 04-20-09

Budget Analyst:

Angela Burdine

Date: 04/22/09



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST – short form

Board Clerk Use Only

Meeting Date: 04/30/09
 Agenda Item #: WS-3
 Est. Start Time: 11:00 AM
 Date Submitted: 04/21/09

Agenda Title: Fiscal Year 2010 Budget Work Session on Capital Budget Briefing for Facilities, Transportation and Information Technology

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

Requested Meeting Date:	<u>April 30, 2009</u>	Amount of Time Needed:	<u>2.0 hrs.</u>
Department:	<u>County Management</u>	Division:	<u>Budget Office</u>
Contact(s):	<u>Karyne Kieta</u>		
Phone:	<u>503-988-3312</u>	Ext.	<u>22457</u>
	I/O Address:		<u>503/5/531</u>
Presenter(s):	<u>Bob Thomas, Cecilia Johnson, Sherry Swackhamer, Mark Campbell, Mindy Harris and invited others</u>		

General Information

- 1. What action are you requesting from the Board?**
 Informational budget worksession of the FY 2010 Capital Programs.
- 2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 This is the time when the departments present their annual briefing to the Board on Facilities, Transportation (Roads and Bridges), and Information Technology needs, issues and financing requirements. Additionally, the Board will be presented with information regarding potential seismic hazards to County owned structures and how they relate to the FY 2010 Capital Budgets. Resolution 03-094 requires the County to address earthquake mitigation during the budget process.

**FY 2010 Approved Budget
 Capital Briefing Agenda**

Introductions/Overview Mark Campbell, Deputy Budget Manager

Financial Policy Overview Mark Campbell, Mindy Harris, CFO

- Capital
- Debt

Bond Status, Debt Update

Mindy Harris, CFO

- Recommended Bond Fund Projects
- Current Debt Commitments
 - Current Debt Capacity

Full Faith and Credit

Mark Campbell, Deputy Budget Manager &
Bob Thomas, Facilities Director,
Sherry Swackhamer, CIO

- Purpose
- Timing of Debt Issue
- Future Budgetary Impact

Facilities Capital

Bob Thomas, Facilities Director

- Five-Year CIP
- Major Projects
- Unfunded Seismic Needs

Transportation Capital

Cecilia Johnson, Director Community Services
and invited others.

- Review Process
- Roads Capital Projects
- Bridge Capital Projects

Questions?

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

N/A—Board work session only.

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

Resolution 03-094 mandates the seismic discussion.

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

The Chair's proposed budget has included significant public participation. Several community forums have been held to date, and additional public hearings and community forums have been scheduled at various times during the upcoming weeks.

Transportation Road and Bridge projects have undergone formal public processes in development of the capital improvement program. Local jurisdictions have participated in project funding recommendations for state and federal funds on many road and bridge projects within the program.

For Facilities projects, there are many governmental and public participants in the various disposition and capital projects.

Required Signatures

**Elected Official or
Department/
Agency Director:**

Carol M. Ford

Date: 04/21/09

Department of County Management

MULTNOMAH COUNTY OREGON

Finance & Risk Management Division

501 SE Hawthorne, Suite 531

Portland, Oregon 97214

(503) 988-3312 phone

(503) 988-3292 fax

TO: Board of County Commissioners

FROM: Mindy Harris, Chief Financial Officer

DATE: April 30, 2009

SUBJECT: Capital Budget for Full Faith and Credit Bonds/Debt Capacity

This memo provides a recap of the various debt obligations that are supported by County revenues. It also provides a calculation of the County's legal debt limit.

FULL FAITH AND CREDIT BONDS AND DEBT OBLIGATIONS – SUMMARY

The FY 2010 Approved Budget includes bond proceeds from the sale of Full Faith & Credit Obligations. All projects to be supported by these funds are new projects reflected in program offers purchased by the County Chair.

Debt payments for existing obligations are budgeted according to established schedules. It is worth noting that the FY 2009 budget used approximately \$24 million of one-time-only (OTO) General Fund revenue to buydown current and future debt payments. It supports **\$4.1 million of annual debt payments** that would otherwise need to be charged to departments.

When combined with previous debt buydown allocations, we have been able to reduce chargebacks to departments by \$5.2 million annually. This allows us to free up ongoing General Fund revenue and also provides more capacity under the County's internal debt limit policy.

There are two statutory limits on County borrowing as well as the internal County policy on outstanding debt limits. The more restrictive, the County's internal policy, would **provide for additional long term borrowing of up to approximately \$75 million in FY 2010**. Planned borrowing in the FY 2010 Approved Budget will use \$23 million of that estimated capacity.

FUND 2504 – FINANCED PROJECTS FUND . Program Offer # 72048B

• **New Project - Assessment and Taxation and Systems Upgrade - \$6,500,000**

This project replaces the County's current A&T systems. The new system will replace twenty year old technology that is rapidly becoming obsolete. Upgrading the systems and related information technology will improve operational productivity and efficiency as well as increased accuracy and completeness of property information. The new system will support access to A&T information by users inside and outside the County.

This project is being funded from the following two sources:

o **FY 2010 Full Faith and Credit Financing - \$5,000,000**

The executive budget anticipates issuing debt, to be repaid over seven to eight years, with an annual payment of approximately \$800,000 secured by the General Fund. We expect to recover between \$150,000 and \$200,000 per year in additional CAFFA revenue that will offset the debt payments.

o **General Fund Cash Transfer – \$1,500,000 (OTO)**

Once the system is fully implemented it is anticipated that annual debt payments will be supported by operational savings. Savings are expected due to increased integration with other applications and elimination of duplicate data entry. The OTO General Fund transfer will provide initial capital to begin work on the system.

FUND 2507 - CAPITAL IMPROVEMENT FUND - Program Offer # 72071

• **New Project(s) – Deferred Maintenance - \$12,000,000**

The executive budget anticipates issuing debt, to be repaid over seven to eight years, to fund a number of deferred maintenance projects. Examples of projects to be funded with these proceeds include replacement of courthouse elevators, Justice Center plumbing repairs, HVAC system replacement, and renewable energy projects.

Annual debt service on \$12 million is estimated at \$1.9 million secured through chargebacks to departments. Facilities and Property Management estimates that operating savings resulting from completion of these projects will offset the annual debt payments.

FUND 3503 - INFORMATION TECHNOLOGY FUND - Program Offer # 72071

• **New Project(s) – Technology Upgrades - \$6,000,000**

We anticipate issuing debt, to be repaid over seven to eight years, to fund projects which will provide the County with more effective and efficient technology capabilities. Investments in technology may include convergence of voice and data networks through Voice Over Internet Protocol (VoIP), data center relocation, and eGovernment infrastructure.

Annual debt service on \$6 million is estimated at \$950,000 secured through chargebacks to departments. Information Technology estimates that operating savings resulting from implementation of technology upgrades will offset the annual debt payments.

OUTSTANDING DEBT AND DEBT CAPACITY

There are two statutory limits on County borrowing and a County policy on outstanding debt limits. The most restrictive, the County policy, would allow for additional borrowing of approximately \$75,000,000 in FY 2010.

ORS 287.054 provides a debt limit on voter approved general obligation bonds of 2% of the real market value of all taxable property within the County's boundaries. The following table represents the debt capacity at June 30, 2009.

Real Market Value 2008 - 2009	\$107,381,958,130
Debt limit at 2%	2,147,639,163
Outstanding debt at June 30, 2009	(56,570,000)
Legal Debt Margin	\$2,091,069,163

ORS 287.053 provides a debt limit on full faith and credit bonds of 1% of the real market value of all taxable property within the County's boundaries. The following table represents the debt capacity at June 30, 2009.

Real Market Value 2008 - 2009	\$107,381,958,130
Debt limit at 1%	1,073,819,581
Outstanding debt at June 30, 2009	(233,745,000)
Legal Debt Margin	\$840,074,581

In addition to statutory debt limits, the County's Financial & Budget Policies, adopted by the Board, further limit our debt on non-voter approved debt to annual payments that will not exceed 5% of the County's General Fund budgeted revenues. As of June 30, 2009, the County will have \$71,329,000 in outstanding debt subject to the 5% limit. Based on the policy we are authorized to issue a total of approximately \$150 million of General Fund supported debt, which allows the County to issue additional debt of approximately \$75 million after considering existing outstanding debt.

The real issue when considering the issuance of debt has to do with ability to pay. The General Fund is heavily reliant on two revenue sources – Property Tax and Business Income Tax. One source, Property Tax, is limited by state constitution. The other is highly volatile and tends to follow changes in the economy. Given the mix of revenues in the General Fund the issuance of additional debt should be viewed in terms of how it may limit the ability of the County to support ongoing programs and operations.

FUND 2507: CAPITAL IMPROVEMENT FUND

FY07 ACTUAL	FY08 ACTUAL	FY09 ADOPTED	FY09 REVISED	REVENUE BY CATEGORY AND CLASS	FY10 PROPOSED	FY10 APPROVED	FY10 ADOPTED
4,205,091	3,956,312	21,827,580	21,827,580	TOTAL BEGINNING WORKING CAPITAL	15,225,000	0	0
				SERVICE CHARGES			
11,700	0	0	0	Facilities Management	0	0	0
764,963	202,020	2,221,000	2,221,000	IG Charges for Services	388,000	0	0
340,000	21,263,263	23,200,000	23,200,000	Miscellaneous	0	0	0
11,346	0	0	0	Service Charges	0	0	0
1,128,008	21,485,283	25,421,000	25,421,000		388,000	0	0
276,326	231,976	150,000	150,000	TOTAL INTEREST	260,000	0	0
				OTHER			
427,248	17,569	0	0	Dividends/Refunds	0	0	0
0	227	0	0	Sales	10,800,000	0	0
427,248	17,796	0	0		10,800,000	0	0
3,061,501	3,007,794	3,049,361	3,049,361	TOTAL FINANCING SOURCES	17,629,051	0	0
9,098,174	28,679,161	50,447,941	50,447,941	FUND TOTAL	44,302,051	0	0

FY07 ACTUAL	FY08 ACTUAL	FY09 ADOPTED	FY09 REVISED	EXPENDITURES BY DEPARTMENT	FY10 PROPOSED	FY10 APPROVED	FY10 ADOPTED
				DEPARTMENT OF COUNTY MANAGEMENT			
1,007,524	1,042,790	86,555	86,555	Personal Services	0	0	0
692,098	3,848,632	19,199,039	19,199,039	Contractual Services	0	0	0
1,626,409	2,092,682	275,000	275,000	Materials & Supplies	861,737	0	0
1,815,831	5,061,874	28,964,144	28,964,144	Capital Outlay	43,440,314	0	0
5,141,862	12,045,778	48,524,738	48,524,738		44,302,051	0	0
				CASH TRANSFERS TO...			
0	0	1,923,203	1,923,203	Willamette River Bridge Fund	0	0	0
0	0	1,923,203	1,923,203	TOTAL CASH TRANSFERS	0	0	0
3,956,312	16,633,384	0	0	UNAPPROPRIATED BALANCE	0	0	0
9,098,174	28,679,161	50,447,941	50,447,941	FUND TOTAL	44,302,051	0	0

FY07 ACTUAL	FY08 ACTUAL	FY09 ADOPTED	FY09 REVISED	REVENUE DETAIL	FY10 PROPOSED	FY10 APPROVED	FY10 ADOPTED
				OVERALL COUNTY			
4,205,091	3,956,312	0	0	50000 Beginning Working Capital	0	0	0
276,326	231,976	0	0	50270 Interest Earnings	0	0	0

FUND 2507: CAPITAL IMPROVEMENT FUND

FY07 ACTUAL	FY08 ACTUAL	FY09 ADOPTED	FY09 REVISED	REVENUE	FY10 PROPOSED	FY10 APPROVED	FY10 ADOPTED
DEPARTMENT OF COUNTY MANAGEMENT							
0	0	21,827,580	21,827,580	50000 Beginning Working Capital	15,225,000	0	0
0	8,820,000	0	0	50215 CAP-Other Prog	0	0	0
11,346	0	0	0	50235 Service Charges	0	0	0
764,963	202,020	2,221,000	2,221,000	50236 IG-Charges For Srvc	388,000	0	0
11,700	0	0	0	50240 Property/Space Rentals	0	0	0
0	227	0	0	50250 Sales to the Public	10,800,000	0	0
0	0	150,000	150,000	50270 Interest Earnings	260,000	0	0
427,248	17,569	0	0	50290 Dividends & Rebates	0	0	0
3,061,501	3,007,794	3,049,361	3,049,361	50320 Cash Transfer Revenue	5,629,051	0	0
0	0	0	0	50330 Financing Proceeds	12,000,000	0	0
0	12,504,385	23,200,000	23,200,000	50340 Asset Sale Proceeds	0	0	0
0	-61,122	0	0	50350 Write Off Revenue	0	0	0
340,000	0	0	0	50360 Miscellaneous Revenue	0	0	0

FY10 Capital Budget Presentation



April 30, 2009

FY10 Capital Presentation

AGENDA

1. **Finance and Debt** – Mark Campbell & Mindy Harris (30 minutes)
2. **Facilities Mgmt** – Bob Thomas & John Lindenthal (40 minutes)
3. **DCS (CIP, Road and Bridges)** – Jane McFarland, Kim Peoples & Ian Cannon (40 minutes)

Finance and Debt

Capital Asset Management Policies

1. Directs Development of 5 Year Capital Improvement Plan – Updated Annually
2. Defines Buildings as Tier I, Tier II, Tier III
3. Outlines Funding Sources
4. Provides Guidelines for Asset Disposition
5. Describes Role of Facilities Management Advisory Committee

Finance and Debt

Transportation Financing

1. Directs Development of 5 Year Capital Improvement Plan – Updated Annually
2. Describes Funding Mechanism – Gas Tax
3. States Policy of Board to Support Efforts to Secure State and Regional Funding

Finance and Debt

Short Term and Long Term Debt Policy

1. Describes Types of Debt the County May Issue
2. Describes Conditions Under Which Debt is Considered Appropriate
3. County Policy on Issuing Debt More Restrictive Than State Statute Allows
4. Debt NOT Issued to Support Operations

Finance and Debt

Summary and Status of Existing Debt

1. Capital Bond Memo – Attached
2. General Obligation Bonds
3. Revenue Bonds
4. Full Faith & Credit Obligations
5. Existing General Fund Supported Debt Well Within Limits Outlined in Policy
6. Additional Capacity – Uses in FY 2010

Finance and Debt

FY 2010 Proposed Full Faith & Credit

1. Three Areas – DART, Facilities, IT
2. Emphasis on Prevention and Efficient Use of Technology
3. Plan for the Long Term
4. Reduce Future Operating Costs
5. Take Advantage of Historically Low Short Term Rates

Finance and Debt

DART System Upgrade

1. Total Project - \$6.5 Million, Debt Proceeds - \$5 Million
2. Necessary to Replace Obsolete Assessment and Taxation System
3. Operational Efficiencies and Additional Revenue to Tax Districts
4. Operational Savings Can Support Debt Payments

Deferred Maintenance/Energy Projects

Proposed Facilities Deferred Maintenance Projects for Full Faith and Credit Financing

Specific deferred maintenance projects chosen for this list are not currently funded within the five year capital program due to lack of revenue, but have high priority. Projects are related to high priority life safety, building envelope and building system criteria. Cost is large enough for each project that they normally would not fare well in annual capital program allocation of resources. Delay in execution of these projects will increase future maintenance costs and result in more costly repair projects. Countywide projects will serve as a pool of resources for deferred maintenance that has grown over the past decade.

	Project Totals
<u>Specific Building Projects:</u>	
Courthouse Elevators #3 and #4 Upgrades	\$700,000
Justice Center Plumbing Replacements/Upgrades	\$1,000,000
Justice Center Exterior Coating/Sealing	\$300,000
Mead Building HVAC	\$300,000
Walnut Park HVAC System Replacement	\$400,000
<u>Countywide Projects:</u>	
Fire/Life/Safety System Repairs and Upgrades	\$2,300,000
Sewer System Replacements	\$500,000
Interior Finishes (Carpet and Paint)	\$500,000
Total deferred maintenance projects	\$6,000,000

Proposed Energy/Green Projects for Full Faith and Credit Financing

These projects will reduce ongoing Facilities operational costs through reducing energy consumption or through reduction of stormwater fees paid by the County. These projects below can be proposed as economic stimulus projects for both direct funding and for the Build America Bonds Program. County match for direct funded projects could be provided by County bond funds borrowed. Build America Bonds funds could be used to buy down the interest rate paid by the County in securing our loan for these funds. If direct funding comes for specific projects, then bond proceeds could be used to fund additional projects.

	Project Totals	Notes
Countywide Lighting Replacements and Upgrades (Tier 1 and 2)	\$2,000,000	10-12 year payback estimate
Direct Digital Control Upgrades for HVAC systems	\$1,000,000	10-12 year payback estimate
Inverness Jail Laundry - Co-generation Project	\$1,000,000	10-12 year payback estimate
Bio-swales - control/reduce stormwater runoff from parking lots	\$2,000,000	10-12 year payback estimate
Total for energy/green projects	\$6,000,000	

Total for deferred maintenance and energy/green projects \$12,000,000

Finance and Debt

IT Projects

1. Converge County's Voice and Data Networks using Voice over IP (VoIP) Technology, ~\$2 M
2. Upgrade Telecom and Call Center Technology, ~\$2-3 M
3. Upgrade and relocate the County's data center and add disaster recovery capabilities, ~\$3 M
4. Invest in eGovernment Technology and Infrastructure, ~\$2-3 M
5. Expand Wireless Technology capabilities, \$2 M
6. Evaluate Cloud Computing, \$500 K - \$1 M

Finance and Debt

Timing/Process for Debt Issuance

1. Board Reviews and Determines Projects to Fund w/ Bond Proceeds
2. Anticipate 7 to 8 Year Amortization
3. Sell Bonds in September/October – Proceeds Available for Use in FY 2010
4. First Debt Payment Due – June, 2010
5. Assume Internal Savings Supports Debt Payments

Facilities Management

Facilities Management

Mission Statement

- *Facilities Capital programs extend the life of County buildings, optimize the performance of building systems, and create accessible, functional, and energy efficient facilities that meet County program needs.*

Capital Focus

- Reduce long term facilities cost to the County
- Prioritize projects to sustain and upgrade building infrastructure and equipment
- Improve functionality and usefulness for programs
- Increase flexibility of space
- Achieve a sustainable balance between facility maintenance and funding

Definitions

- **Tier I Asset Preservation (AP)**
 - Retain Good building for long term use
 - Provide scheduled maintenance from Asset Preservation Fund 2509

- **Tier II Capital Improvement Program (CIP)**
 - Retain and Improve Fair buildings needing Capital improvement
 - Schedule improvements to bring up to Tier 1 status from Capital Improvement Fund 2507

- **Tier III Capital Improvement Program (CIP)**
 - Maintain Functionality
 - Minimal Capital investment pending decision of retention or disposition

FY2010 to FY2014 Tier I 5 Year Asset Preservation List

B#	Bldg Name	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	5-Year Total
311	Juvenile Justice	\$ 376,236	\$ 500,000	\$ -	\$ 200,000	\$ 1,800,000	\$ 2,876,236
314	Inverness Jail	\$ -	\$ 250,000	\$ -	\$ 1,500,000	\$ -	\$ 1,750,000
414	Elections	\$ 97,912	\$ -	\$ 200,000	\$ -	\$ -	\$ 297,912
420	Southeast Health	\$ 291,562	\$ -	\$ -	\$ -	\$ -	\$ 291,562
430	Mid-County Health	\$ 200,000	\$ 60,000	\$ 35,000	\$ -	\$ -	\$ 295,000
437	MCE	\$ 50,287	\$ -	\$ -	\$ -	\$ -	\$ 50,287
439	GCC MDT Bldg	\$ 180,000	\$ 61,000	\$ -	\$ -	\$ -	\$ 241,000
448	GCC Service Bldg	\$ 72,838	\$ -	\$ -	\$ -	\$ -	\$ 72,838
455	Yeon Annex	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000
503	TMB	\$ 757,391	\$ 50,000	\$ -	\$ -	\$ -	\$ 807,391
601	Central Library	\$ 404,977	\$ 60,000	\$ -	\$ -	\$ -	\$ 464,977
607	Gresham Library	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
611	Midland Library	\$ -	\$ 50,000	\$ 300,000	\$ -	\$ 18,000	\$ 368,000
612	North Portland Library	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
ALP	Mini Funds	\$ 925,478	\$ 1,238,290	\$ 1,836,166	\$ 1,708,022	\$ 1,867,713	\$ 7,575,669
	Total Fund 2509 AP	\$ 3,383,681	\$ 2,269,290	\$ 2,471,166	\$ 3,408,022	\$ 3,685,713	\$ 15,067,872

FY2010 to FY2014 Tiers II & III 5 Year Capital Project List

B#	Bldg Name	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	5-Year Total
101	Court House	\$ 948,280	\$ 110,000	\$ 100,000	\$ 100,000	\$ 750,000	\$ 2,008,280
119	Justice Center	\$ 2,280,367	\$ 100,000	\$ 700,000	\$ 600,000	\$ 300,000	\$ 3,980,367
160	McCoy	\$ 1,850,000	\$ -	\$ -	\$ -	\$ 500,000	\$ 2,350,000
161	Mead	\$ 957,472	\$ -	\$ 100,000	\$ -	\$ 300,000	\$ 1,357,472
167	Lincoln	\$ 10,599	\$ -	\$ -	\$ -	\$ -	\$ 10,599
313	Hansen	\$ 504,000	\$ -	\$ -	\$ -	\$ -	\$ 504,000
314	Inverness Jail	\$ 855,499	\$ 1,150,000	\$ -	\$ -	\$ -	\$ 2,005,499
317	Library Administration	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ -	\$ 50,000
320	Inverness Jail Laundry	\$ 149,264	\$ -	\$ -	\$ -	\$ -	\$ 149,264
322	Walnut Park	\$ 212,651	\$ 150,000	\$ 100,000	\$ -	\$ -	\$ 462,651
324	Animal Services	\$ 321,000	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 721,000
327	Kelly Building	\$ 2,445,000	\$ -	\$ -	\$ -	\$ -	\$ 2,445,000
425	Yeon Shops	\$ 106,807	\$ 500,000	\$ 650,000	\$ 1,200,000	\$ -	\$ 2,456,807
427	Skyline Road Shop	\$ 47,952	\$ -	\$ -	\$ -	\$ -	\$ 47,952
446	Bridge Shops	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
465	Wikman Building	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000
481	Central Office	\$ 18,000	\$ 100,000	\$ 400,000	\$ -	\$ -	\$ 518,000
601	Central Library	\$ 177,924	\$ -	\$ -	\$ -	\$ -	\$ 177,924
617	Title Wave	\$ 144,118	\$ -	\$ -	\$ -	\$ -	\$ 144,118
ALP	Mini Funds	\$ 1,218,394	\$ 1,275,850	\$ 1,392,397	\$ 1,398,947	\$ 1,451,670	\$ 6,737,259
ALP	Deferred Maint/Energy	\$ 12,000,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000
188	New DT Court House	\$ 15,719,534	\$ -	\$ -	\$ -	\$ -	\$ 15,719,534
488	ECJC	\$ 4,880,820	\$ -	\$ -	\$ -	\$ -	\$ 4,880,820
	2507 Total	\$ 44,875,681	\$ 3,385,850	\$ 3,442,397	\$ 3,523,947	\$ 3,801,670	\$ 59,029,546

Deferred Maintenance

- FY10 total \$ 29,300,000
- AP and CIP fees have remained \$2.35 per owned square foot since FY2008
- Prioritization ~ Project Rating Order
 - Fire, Life, Safety
 - Roof
 - Building Exterior
 - Plumbing
 - HVAC
 - Electrical

Seismic Assessment

Resolution 03-094 (June 19, 2003) directs:

- Required to address annual assessment of earthquake risk for County owned and occupied structures
- Transportation and Facilities & Property Management to address earthquake mitigation as part of budget process
- Include in the capital budget presentation a detailed statement of all potential earthquake damage and mitigation that is NOT included in the Capital Improvement Plan

Summary of Seismic Evaluations of County Owned Buildings

Bldg #	Bldg Name	Rounded up to nearest 100 thousand	Bldg #	Bldg Name	Rounded up to nearest 100 thousand
101	County Court House	\$ 57,000,000	446	Bridge Shops	\$ 1,000,000
119	Justice Center	\$ 40,400,000	448	Gateway Services Building	\$ 400,000
160	Gladys McCoy Building	\$ 13,000,000	452	Wapato Facility	\$ 110,000
161	Mead Building	\$ 10,000,000	455	John B Yeon Annex	\$ 150,000
311	Juvenile Justice Complex	\$ 4,200,000	465	Wikman Building	\$ 120,000
314	Inverness Jail	\$ 2,200,000	481	Central Office	\$ 1,100,000
317	Library Administration	\$ 3,500,000	503	Multnomah Building	\$ 26,000,000
320	Inverness Jail Laundry	\$ 80,000	504	Multnomah Building Garage	\$ 8,500,000
321	Inverness Jail Storage	\$ 100,000	601	Central Library	\$ 10,100,000
322	Walnut Park	\$ 2,400,000	603	Belmont Library	\$ 130,000
324	Animal Services	\$ 230,000	605	Capital Hill Library	\$ 300,000
325	North Portland Health Clinic	\$ 170,000	606	Gregory Heights Library	\$ 260,000
327	Penumbra Kelly Building	\$ 4,500,000	607	Gresham Library	\$ 230,000
407	Gresham Probation	\$ 300,000	609	Holgate Library	\$ 340,000
414	Elections Building	\$ 500,000	611	Midland Library	\$ 410,000
420	Southeast Health Clinic	\$ 1,100,000	612	North Portland Library	\$ 1,400,000
425	John B Yeon Facility	\$ 15,000,000	614	Rockwood Library	\$ 160,000
427	Skyline Road Shop	\$ 200,000	615	St. Johns Library	\$ 300,000
430	Mid-County Health Center	\$ 460,000	617	Title Wave Book Store	\$ 1,000,000
432	Springdale Road Shop	\$ 170,000	618	Woodstock Library	\$ 70,000
439	Gateway MDT Building	\$ 1,500,000	623	Hillsdale Library	\$ 240,000
	Sub Total	157,010,000		Sub Total	\$ 52,320,000
				Grand Total	209,330,000

Unfunded Seismic Needs

- No seismic damage or mitigation projects are scheduled in FY10
- Current report total \$ 209,330,000
- Seismic issues are Tier wide
- Difficult to address in occupied buildings due to invasive nature of upgrade work
- Incorporate upgrades into construction projects when viable

FY10 Budget

- Total FY10 Tier I AP revenue is \$2.2 million dollars
- Total FY10 Tier II & III CIP revenue is \$3.8 million dollars
- Revenue constraints cause severe competition among prioritized projects
- Non routine projects
 - New Downtown Courthouse
 - \$9 million dollars in dedicated funds (PDC)
 - East County Justice Center ~ Courts
 - Approx \$4.8 million dollars in carryover from net sale proceeds

Key Issues

- Capital Funding
 - Courthouse projects - \$3,700,000 – General Fund Contingency Request
 - Non-Sustainable Capital Funding
 - Wapato AP not collected
 - JJC & MCIJ Detention Electronics System Replacement
 - Deferred Maintenance Bond

Transportation

Capital Planning Process

- Requirements for capital planning
- Three Components:
 - Capital Plan – 20 years
 - Capital Program – 5 years
 - Capital Budget for FY10 – 1 year
- Selection Criteria
- Approval Process

Capital Improvement Plan and Program

- Develop with the communities, the City of Portland and East County cities, the Bicycle and Pedestrian Citizen Advisory Committee, and Engineering and Transportation Planning staff.
- The Plan identifies priorities for bridge, road, bicycle, pedestrian, and preservation projects that support communities and a thriving economy.
- The Program assigns available funds to the highest ranked projects, based on: Safety, Support of Land Use Goals, Engineering Evaluation, Community Support.

Capital Program Focus

- **Debt Obligations**

- 257th Avenue @ Orient Drive Loan
- Sauvie Island Bridge Loan
- 223rd RR Undercrossing

- **System Preservation and Maintenance**

- **Sellwood Bridge Replacement**

Bottom-line: County is currently unable to fund a transportation capital improvement program beyond current commitments.

ROAD FUND



FY 2010 CAPITAL PROGRAM

Continue Projects Started this Spring

- 223rd Railroad Undercrossing Improvement
- Cornelius Pass Rd. Safety improvements (FHWA Safety Audit)
 - Implementing minor improvements with County forces

Plan for Bid & Award in FY 2010

- 238th Safety Improvement (FedAid HEP)
- County Asphalt Overlay on County Rural Roads American Recovery and Reinvestment Act Funds
- Cornelius Pass Safety Improvements (ARRA Funds)
- Sidewalk Infill Projects - Halsey Ave & Stark St. (ARRA Funds)

223rd Ave Railroad Undercrossing Widen Roadway/Replace RR Bridge

County objectives to improve:

- Safety (20ft. 8in. opening)
- Substandard design



223rd Ave Railroad Undercrossing Widen Roadway/Replace RR Bridge

- Project Budget \$8.0 M
- Project Funding Sources
 - \$3.3 M Federal MTIP / STIP Grant
 - \$4.7 M Local Match County Road Fund
(\$4.6 Loan from ODOT Investment Bank)
- Current Status
 - Construction started: Feb 2009
 - Estimated completion: Dec 2009

238th Ave Safety Project



Funding
\$326K Federal

- Hazard Elimination Program
- Improve sight distance and lane configuration

ARRA Funded Projects

- SE 282nd Ave asphalt overlay
 - From Johnson Creek north 1500 ft
- Cornelius Pass Road Safety Improvements
 - Improvements identified from FHWA safety Audit
- Sidewalk Improvements
 - Stark Street
 - Halsey Street

Road Fund

- **Capital Projects beyond FY2010**

Beaver Creek Culverts Fish Passage Project



Funding
\$1.0M Federal
for current phase

- Improve fish passage
- Working on additional funding

Willamette River Bridges

- **Capital Projects in FY2010**

Morrison Bridge Bicycle/Pedestrian



Funding
\$1.7M Federal
\$0.5M County
\$2.2M Total

- Response to public demand
- Under construction
- Anticipate completion December '09

Sellwood Bridge Rehab/Replacement



Funding
Total project
estimated at
\$321M

**\$24M state and
federal secured**

- Locally preferred alternative selected
- IAMP in process, FEIS to follow
- Federal Record of Decision- Spring '10

Willamette River Bridges

- **Capital Projects beyond FY2010**

Morrison Bridge Main Spans Rehabilitation



Funding
\$ 8.6M Federal
\$ 1.4M County Match
\$10.0M Total

- Safety and structural Issues
- Design in process
- Construction in late 2010

Broadway Bridge Finish Painting

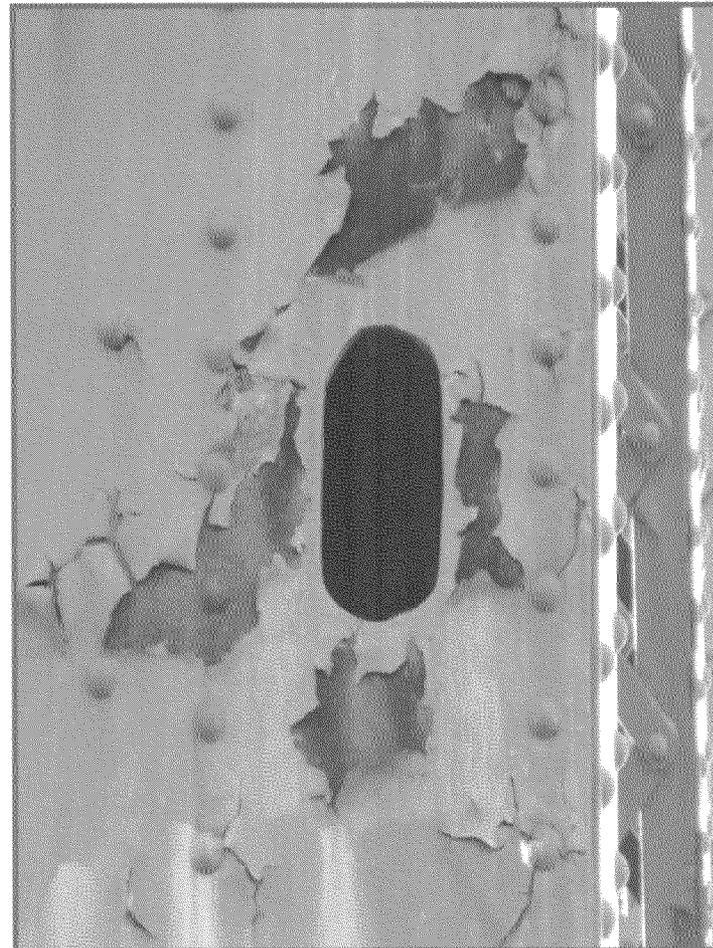
Funding

\$??M Federal

\$??M County Match

\$ 9.0M Total

- Paint Spans 2, 3 & 7 above deck
- Design in FY 2011
- Construction in late 2012 (depending on \$)



Seismic

- New Sauvie Island Bridge is only one up to current seismic standards
- Phase 1 versus Phase 2
- Burnside Bridge is Designated Lifeline Route – Phase 1 seismic complete
- Seismic upgrades have not been funded due to higher priorities assigned to basic needs

Summary of Transportation Capital

- Continuing with the highest priority projects
- Looking for other sources of funds