

ANNOTATED MINUTES

Thursday, July 29, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 9:30 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONSENT CALENDAR, (ITEMS C-1 THROUGH C-11) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- C-1 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #100284, Between Multnomah County, Mental Health, Youth and Family Services Division and Oregon Health Sciences University, Alcohol Treatment and Training Center, Adding \$192,806 in Video Poker Funds to Provide Gambling Treatment Services for Individuals Also Addicted to Alcohol or Drugs, for the Period July 1, 1993 through June 30, 1994
- C-2 Ratification of Intergovernmental Agreement Contract #103214, Between the City of Portland and Multnomah County, Mental Health, Youth and Family Services Division, Providing Staff Assistance to the Regional Drug Initiative Funded through a Federal Community Partnership Grant, for the Period July 1, 1993 through December 31, 1993
- C-3 Ratification of Intergovernmental Agreement Contract #102754, Between the City of Portland, Bureau of Community Development and Multnomah County, Housing and Community Services Division, Providing Funds for Resident Relocation Services through Agencies Under Subcontract with the County, for the Period July 1, 1993 through June 30, 1994
- C-4 Ratification of Intergovernmental Agreement Contract #102954, Between the City of Portland, Bureau of Community Development and Multnomah County, Housing and Community Services Division, Providing Funds for Emergency Basic Needs Services through Agencies Under Contract with the County, for the Period July 1, 1993 through June 30, 1994
- C-5 Ratification of Intergovernmental Agreement Contract #103194, Between the City of Portland, Bureau of Housing and Community Development and Multnomah County, Housing and Community Services Division, Providing Funds for the Janus Homeless Youth Shelter Program, Street Light, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-6 ORDER in the Matter of the Execution of Deed D930905 Upon Complete Performance of a Contract to Rodger Evenson

ORDER 93-263.

C-7 ORDER in the Matter of the Execution of Deed D930906 Upon Complete Performance of a Contract to Salomi Kalivas

ORDER 93-264.

C-8 ORDER in the Matter of Cancellation of Land Sale Contract 15383 Between Multnomah County, Oregon and Anna A. Osis Upon Default of Payments and Performance of Covenants

ORDER 93-265.

C-9 ORDER in the Matter of Cancellation of Land Sale Contract 15476 Between Multnomah County, Oregon and Irene Haskins Upon Default of Payments and Performance of Covenants

ORDER 93-266.

C-10 ORDER in the Matter of Cancellation of Land Sale Contract 15569 Between Multnomah County, Oregon and Lawrence Sandvold Upon Default of Payments and Performance of Covenants

ORDER 93-267.

C-11 ORDER in the Matter of Contract 15758 for the Sale of Certain Real Property to Teen Challenge of Oregon

ORDER 93-268.

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-1 ORDER in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes [4837 NE 33RD AVENUE]

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 93-269 WAS UNANIMOUSLY APPROVED.

R-2 ORDER in the Matter of the Sale of Property Acquired by Multnomah County Through the Foreclosure of Liens for Delinquent Taxes [5921 SE 77TH AVENUE]

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 93-270 WAS UNANIMOUSLY APPROVED. VICE-CHAIR HANSEN COMPLIMENTED THE SHERIFF'S WORK CREW ON ITS REFURBISHMENT AND CHAIR MIGGINS REPORTED OTHER PROPERTIES WILL BE REFURBISHED AND SOLD.

R-3 Ratification of Intergovernmental Agreement Contract #302243, Between Metropolitan Service District (Metro) and Multnomah County, Park Services Division, Funding a Seasonal Naturalist Position at Oxbow Park to Provide Environmental Education and Interpretive Programs, for the Period Upon Execution through January 15, 1994

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

R-4 Ratification of an Intergovernmental Agreement Contract #302403, Between Multnomah County and David Douglas School District No. 40, Providing the Sheriff's Safety Action Team Use of an 846 Square Foot Building Located on School District Property at 1500 SE 130th Avenue, at No Cost to the County

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-4 WAS UNANIMOUSLY APPROVED. COMMISSIONER KELLEY EXPRESSED THANKS TO SCHOOL DISTRICT FOR ITS GENEROSITY.

NON-DEPARTMENTAL

R-5 Ratification of Intergovernmental Agreement Contract #500094, Between Oregon Emergency Management Division and Multnomah County, Providing Implementation and Maintenance of an Emergency Management Program Workplan to Meet Requirements for Eligibility to Receive Federal Emergency Management Agency Emergency Management Assistance Funds, for the Period October 1, 1993 through September 30, 1994

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-5 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-6 Ratification of Intergovernmental Agreement Contract #200274, Between Oregon Department of Human Resources, Office of Medical Assistance Programs and Multnomah County, Providing Reimbursement for Eligible Services Under the "Babies First! Targeted Case Management Program", for the Period July 1, 1993 Until Terminated

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. SPECIALTY HEALTH SERVICES DIRECTOR JAN SINCLAIR RESPONDED TO QUESTIONS OF COMMISSIONERS SALTZMAN, MIGGINS AND KELLEY. CHAIR MIGGINS DISCUSSED CONTRACT TERMINATION CLAUSE. VOTE ON MOTION UNANIMOUSLY APPROVED.

R-7 Ratification of Intergovernmental Agreement Contract #200614, Between Oregon Adult and Family Services Division and Multnomah County, Providing Reimbursement for Health Screening Assessment Services for Eligible Refugees, for

the Period Upon Execution through September 30, 1994

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-7 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-8 Request for Approval of a Notice of Intent for the Mental Health, Youth and Family Services Division, Developmental Disabilities Program, to Apply for a U.S. Department of Education, Office of Special Education and Rehabilitation Services Grant

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-8. CHAIR MIGGINS DISCUSSED COUNTY INDIRECT COST PROVISION OF CONTRACT. VOTE ON MOTION UNANIMOUSLY APPROVED.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

UC-1 ORDER in the Matter of the Execution of Deed D940908 Upon Complete Performance of a Contract to George L. La Du and Dorothy M. La Du

PROPERTY MANAGEMENT MANAGER BOB OBERST EXPLAINED NEED FOR EXPEDITED APPROVAL. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ON A ROLL CALL VOTE, ORDER 93-271 WAS UNANIMOUSLY APPROVED.

PUBLIC COMMENT

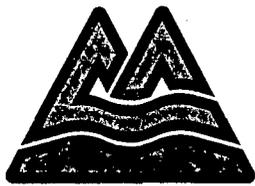
R-9 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

There being no further business, the meeting was adjourned at 9:41 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

By Deborah Coe

0312C/1-4/db



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS		
GLADYS McCOY •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 26 - 30, 1993

Thursday, July 29, 1993 - 9:30 AM - Regular Meeting. . . . Page 2

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

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

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

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

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

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

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R-8 Request for Approval of a Notice of Intent for the Mental Health, Youth and Family Services Division, Developmental Disabilities Program, to Apply for a U.S. Department of Education, Office of Special Education and Rehabilitation Services Grant

PUBLIC COMMENT

R-9 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Acting Chair Hank Miggins
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Sharron Kelley
Board Clerks

FROM: Commissioner Tanya Collier *Tanya Collier*

DATE: May 17, 1993

SUBJECT: Absence from Board of Commissioners Meetings in July

Looking ahead to the month of July, I have identified several days in which I will be absent from the Board meetings.

The days in which I shall be absent are:

Friday, July 9th, 1993

Monday, July, 12, 1993

Wednesday, July 21 - Friday, July 30, 1993

BOARD OF
COUNTY COMMISSIONERS
1993 MAY 17 PM 3:58
MULTNOMAH COUNTY
OREGON

MEETING DATE: JUL 29 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 with Oregon Health Sciences University-Alcohol Treatment & Training Center *Contract # 100284-1*

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: SOCIAL SERVICES **DIVISION:** MENTAL HEALTH, YOUTH, AND FAMILY SERVICES

CONTACT: KATHY TINKLE **TELEPHONE #:** 248-3691 X6858
BLDG/ROOM #: 160/6th Floor

PERSON(S) MAKING PRESENTATION: Gary Nakao/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Amendment #1 between the Multnomah County, Mental Health, Youth, and Family Services Division's Alcohol and Drug Program Office and Oregon Health Sciences University's Alcohol Treatment & Training Center effective July 1, 1993 through June 30, 1994. This action adds \$192,806 in State Video Poker funds to provide Gambling Treatment Services for individuals who are also addicted to alcohol or drugs.

7/29/93 originals to Kathy Tinkle

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Gary Nakao/DB*

BOARD OF COUNTY COMMISSIONERS
1993 JUL 20 AM 11:20
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services *[Signature]*

FROM: Gary Smith, Director *[Signature]*
Mental Health, Youth, and Family Services Division

DATE: July 12, 1993

SUBJECT: Approval of Amendment #1 with OHSU-Alcohol Treatment & Training

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1993. The RFP was completed in May 1993, after the 93/94 annual renewal agreements were in process. Priority was given to completing the remaining FY 92/93 amendments and the on-time FY 93/94 agreements.

RECOMMENDATION: Mental Health, Youth, and Family Services Division recommends Chair and Board approval of Amendment #1 to an Intergovernmental Agreement between the Alcohol and Drug Program Office and Oregon Health Sciences University-Alcohol Treatment & Training Center for the period July 1, 1993 through June 30, 1994.

ANALYSIS/BACKGROUND: Amendment #1 adds Gambling Treatment Services, as part of the Gambling Addiction Demonstration Project and \$192,806 in funds to the contract. This action brings the net contract total to \$192,806 plus the requirements of the contract for FY 93/94.

The Gambling Addiction Demonstration Project treats persons who are addicted to alcohol and/or drugs in addition to gambling. Funding is available via Lottery-Video Poker funds and OHSU is exempt from RFP as a government agency.

(ADGGRM.DOC.74)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100284
Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>7/29/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department SOCIAL SERVICES Division MHYFSD Date JULY 1, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #1 adds \$192,806 in Video Poker funds to provide Gambling Treatment services (AD49) effective July 1, 1993 through June 30, 1994.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY
 Mailing Address 621 SW ALDER, SUITE 520
PORTLAND OR 97204
 Phone 494-4745
 Employer ID# or SS# 93-6001786W
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 192,806
 Total Amount of Agreement \$ 192,806 + Req.

ALCOHOL TREATMENT & TRAINING CENTER
 Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ Allotment Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 14 July 93
 Date _____
 Date 7-15-93
 Date July 29, 1993
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1417			6060				192,806	
02.											
03.											

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

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION

SUBCONTRACT AGENCY AGREEMENT NUMBER: 100284-1

AMENDMENT NUMBER: 1

Duration of Agreement: from July 1, 1993 to June 30, 1994
 CONTRACTOR Name: OREGON HEALTH SCIENCES UNIVERSITY Telephone: 494-4745
ALCOHOL TREATMENT AND TRAINING CENTER IRS #: 93-6001-786W
 CONTRACTOR Address: 621 SW ALDER, SUITE 520 TITLE XIX #: 002923
PORTLAND, OREGON 97204

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "County" and Oregon Health Sciences University, Alcohol Treatment and Training Center, referred to as the "Contractor." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

PART I. FINANCIAL SUMMARY

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
1) Alcohol Diversion Services DUII Level I (A-D 67) and Alcohol Diversion Services DUII Convicted Level I (A-D 77)	State	\$92.52 per eligible indigent client	0	\$92.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
2) Alcohol Diversion Services DUII Level I (A&D 67) and Alcohol Diversion Services DUII Convicted Level I (A-D 77)	State	\$46.32 per eligible partially indigent client	0	\$46.32 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
3) Alcohol Diversion Services DUII Level II (A-D 68) and Alcohol Diversion Services DUII Convicted Level II (A-D 78)	State	\$514.00 per eligible indigent client	0	\$514.00 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
4) Alcohol Diversion Services DUII Level II (A-D 68) and Alcohol Diversion Services DUII Convicted Level II (A-D 78)	State	\$257.20 per eligible partially indigent client	0	\$257.20 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
PAGE 1 SUBTOTAL		<u>0</u>	<u>0</u>	<u>0</u>	

Above amounts are subject to the Notes and Special Conditions in Part II.

OREGON HEALTH SCIENCES UNIVERSITY
ALCOHOL TREATMENT AND TRAINING CENTER
Amendment # 1

PART I. FINANCIAL SUMMARY (continued)

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
5) Alcohol Diversion Services DUII Level I (A-D 67) and Alcohol Diversion Services DUII Convicted Level I (A-D 77) for Hearing Impaired and Non-English Speaking	State	\$392.52 per eligible indigent client	0	\$392.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
6) Alcohol Diversion Services DUII Level I (A-D 67) and Alcohol Diversion Services DUII Convicted Level I (A-D 77) for Hearing Impaired and Non-English Speaking	State	\$346.32 per eligible partially indigent client	0	\$346.32 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
7) Alcohol Diversion Services DUII Level II (A-D 68) and Alcohol Diversion Services DUII Convicted Level II (A-D 78) for Hearing Impaired and Non-English Speaking	State	\$1,514.00 per eligible indigent client	0	\$1,514.00 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
8) Alcohol Diversion Services DUII Level II (A-D 68) and Alcohol Diversion Services DUII Convicted Level II (A-D 78) for Hearing Impaired and Non-English Speaking	State	\$1,257.20 per eligible partially indigent client	0	\$1,257.20 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
9) Alcohol Outpatient (A-D 64)	State Title XIX	8,780	0	8,780	NA
10) Drug Free Outpatient (A-D 65)	State Title XIX	35,120	0	35,120	NA
PAGE 2 SUBTOTAL		43,900	0	43,900	

Above amounts are subject to the Notes and Special Conditions in Part II.

OREGON HEALTH SCIENCES UNIVERSITY
 ALCOHOL TREATMENT AND TRAINING CENTER
 Amendment # 1

PART I. FINANCIAL SUMMARY (continued)

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
11) Drug Abuse Assessment (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
12) Individual Therapy (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
13) Group Therapy (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
14) Family Therapy (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
15) Urinalysis (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
16) Consultation (A-D 65)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
17) Methadone Dosing - Dispensing (A-D 69)	Federal	NA	0	NA	Reimbursement of Itemized Billing for Actual Services
18) Gambling Treatment (A-D 49)	Video Poker	0	+192,806	192,806	1/12 Monthly Allotment with Year End Adjustment to Actual Expenses
PAGE 3 SUBTOTAL		0	+192,806	192,806	
PAGE 2 SUBTOTAL		43,900	0	43,900	
PAGE 1 SUBTOTAL		0	0	0	
CONTRACT TOTAL		43,900	+192,806	236,706	

Above amounts are subject to the Notes and Special Conditions in Part II.

OREGON HEALTH SCIENCES UNIVERSITY
ALCOHOL TREATMENT AND TRAINING CENTER
Amendment # 1

PART II NOTES AND SPECIAL CONDITIONS

NOTES:

- 11)-17): 1. This amendment corrects a numbering error in the Financial Summary section in the original contract. Financial Summary items 11 through 17 were incorrectly numbered as items 9 through 15.
- 18): 1. Contractor will provide treatment for up to 72 clients who are addicted to both gambling and alcohol/drugs.

SPECIAL CONDITIONS:

All existing Special Conditions remain in effect and the following are added:

- 18): 1. Contractor will utilize a structured process to assess the co-existence of gambling addiction and other problems not limited to but including alcohol and other drug addiction, mental disorders and significant health problems.
2. Contractor will utilize a structured process for assessing client financial circumstances, financial needs and for developing client financial management planning, including appropriate connection with relevant financial assistance services in the community.
3. Contractor will provide information about and connection to community based recovery support systems for gambling addicts.
4. Contractor will have a program to provide thorough family need assessment, family intervention and family oriented treatment.
5. Contractor will employ sufficient staff with appropriate training, experience, qualified clinical supervision and a continuing education plan for staff to develop increasing expertise in serving the target population.
6. Contractor will furnish a staff roster including summary of qualifications no later than October 30, 1993.
7. Contractor will provide an evaluation plan acceptable to the County by December 30, 1993, including cost analysis of services, process evaluation of the program approach and client descriptive and outcome data.
8. Contractor will utilize a sliding fee scale based upon client financial circumstances with the potential for a zero fee for clients unable to pay any fee.
9. Contractor will coordinate services with client legal requirements and communicate effectively with the legal system.
10. Contractor will provide services in keeping with cultural and gender differences and needs.

OREGON HEALTH SCIENCES UNIVERSITY
ALCOHOL TREATMENT AND TRAINING CENTER
Amendment # 1

11. Contractor will participate in ongoing community planning and service coordination to assure a continuum of services to gambling addicts.
12. Contractor will work cooperatively with other providers to obtain, as well as to be willing to offer, appropriate aftercare services to clients completing the primary treatment phase of the program.
13. Contractor will appropriately meet crisis intervention needs related to the common crisis situations encountered by the target population.
14. Contractor will provide continuing community outreach and education throughout the period of the contract to educate other human services agencies in identification, intervention and referral of persons with gambling addiction.
15. Contractor will revise their coordination of services plan to strengthen linkages with client basic needs services and submit a revised coordination plan by October 30, 1993.
16. Contractor will submit a plan for providing for child care needs of clients who need such service to access treatment including budget to reflect additional costs by October 30, 1993.
17. Contractor will submit a revised aftercare plan by September 30, 1993.
18. Contractor will explore means of providing on-site legal education services.
19. Contractor will initiate client service no later than August 1, 1993 and be fully operational by October 30, 1993.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Tom Ten Eyck
Executive Director

Date

By Norma D. Jaeger 6-22-93
Norma D. Jaeger, Administrator Date
Alcohol and Drug Programs

By _____
Board Chairperson

Date

By Gary W. Smith 7/13/93
Gary W. Smith, Director Date
Mental Health, Youth and Family
Services Division

By Henry C. Miggins 7/29/93
Henry C. Miggins Date
Acting Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By DeB Bogstad 7-15-93
Date

[6076Z]

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 29 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of a Revenue Agreement with the City of Portland-RDI
Contract # 103214

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: SOCIAL SERVICES **DIVISION:** MENTAL HEALTH, YOUTH AND FAMILY SERVICES

CONTACT: KATHY TINKLE **TELEPHONE #:** 248-3691 x6858
BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: GARY NAKAO/GARY SMITH

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of a renewal agreement between the Multnomah County Alcohol and Drug Program Office and the City of Portland-Regional Drug Initiative (RDI) office for the period of July 1 through December 31, 1993. The City of Portland serves as the fiscal agent for a Federal grant which passes \$182,034 in operating funds to Multnomah County to continue a multi-agency effort to combat drug abuse in the County.

7/29/93 originals to Kathy Tinkle

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Gary Nakao / JB*

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 21 AM 10 20
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Gary Smith, Director
Mental Health, Youth, and Family Services Division

DATE: July 14, 1993

SUBJECT: Approval of an Agreement with the City of Portland-RDI

RETROACTIVE STATUS: This revenue agreement is retroactive to July 1, 1993 to cover staff funding and program operations as of that date. The agreement is being processed after the effective date because the Mental Health, Youth, and Family Services Division did not receive the contract from the City of Portland for processing until July 8, 1993.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of a revenue agreement between the Alcohol and Drug Program Office and the City of Portland for the period of July 1 through December 31, 1993.

ANALYSIS/BACKGROUND: The contract attached renews an agreement in which the City of Portland serves as the fiscal agent for the Regional Drug Initiative, which will pass \$182,034 in federal funding from the Office of Substance Abuse and Prevention to Multnomah County to operate the program. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by working together to implement programs to combat drug abuse in Multnomah County.

This is a five year federal Community Partnership grant from the Office of Substance Abuse and Prevention (OSAP). It is anticipated the grant award will be renewed again after the December 31, 1993 expiration of this agreement.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

RETRO

Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 103214
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>7/29/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	---

Department SOCIAL SERVICES Division MHYFSD Date JULY 8, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Renews the agreement to mutually fund City/County Regional Drug Initiative (RDI) staff. The \$182,034 in funding is through a Federal grant administered by the City of Portland and is effective July 1, through December 31, 1993.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name CITY OF PORTLAND-RDI (Attn: Jan Hazzard)

Mailing Address 1220 SW 5th, Room 303
Portland OR 97204

Phone 248-4270

Employer ID# or SS# N/A

Effective Date July 1, 1993

Termination Date December 31, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 182,034

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KV Department Manager [Signature]

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date 15 July 93

Date _____

Date 7-20-93

Date July 29, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1412						Revenue- 2102	182,034	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

AGREEMENT

An agreement between the City of Portland, Oregon ("City") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative pursuant to a federal Community Partnership grant.

RECITALS:

1. The City of Portland is the fiscal agent for the Regional Drug Initiative (RDI) and is authorized by ordinance to receive and disburse funds from the RDI Trust Account.
2. The City has received from the federal Office of Substance Abuse Prevention a renewal of the Community Partnership Program grant on behalf of RDI in the amount of \$455,895.
3. The City will work with Multnomah County and the Regional Drug Initiative to implement the Community Partnership Program and to provide non-grant services to combat drug abuse in Multnomah County.
4. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by jointly supporting staff positions and motor pool costs for the period of July 1, 1993 through December 31, 1993.
5. The County (Contractor) seeks to enter into an agreement with the City to delineate the means by which the County will be reimbursed for personnel and motor pool costs for the staff members of the Regional Drug Initiative.

AGREED:

I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by the City for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures

from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of July 1, 1993 through December 31, 1993, shall not exceed \$182,034. Personnel costs shall be for the following positions:

Program Administrator	1.00 FTE
Program Development Specialist	1.00 FTE
Community Liaisons (4)	4.00 FTE
Senior Office Assistant	1.00 FTE
Program Development Specialist	.50 FTE
Office Assistant II	.50 FTE

Estimated motor pool costs are \$1,200.

III. Project Manager

The City Project Manager shall be Ramsay Weit or such other person as shall be designated in writing by the Mayor.

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

IV. General Contract Provisions

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

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

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

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

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

In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section B hereof.

D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Mayor.

E. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

F. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period

established by Section E above.

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

G. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Agreement.

H. LIABILITY INSURANCE. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to the City Auditor. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this section. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that

Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. WORKER'S COMPENSATION INSURANCE. The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City such further certification of worker's compensation insurance as renewals of said insurance occur.

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

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

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation

federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- L. REPORTING REQUIREMENTS. No City officer or employee, during his or her tenure of for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.

No City officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

- N. CONTRACT ADMINISTRATION. The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provision of OMB Circular A-87, Cost Principles for State and Local Governments.

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

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

- P. AVAILABILITY OF FUNDS. It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by the City solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the city, the City reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under section D hereof.

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

In the event that the Contractor provides goods or

services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 1993 and ending December 31, 1993.

Dated this _____ day of _____, 1993.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CITY OF PORTLAND:

MULTNOMAH COUNTY, OREGON:

By _____
Vera Katz Date
Mayor

By Norma Jaeger 7-15-93
Norma Jaeger Date
Program Manager

By Gary Smith 7-15-93
Gary Smith Date
Mental Health, Youth, and Family Svcs.
Division Director

By Hank Miggins 7/29/93
Hank Miggins Date
Acting
Multnomah County Chair

REVIEWED:

REVIEWED:

Jeffrey L. Rogers
City Attorney

Laurence Kressel, County
Counsel for Multnomah
County, Oregon

By _____
Date

By DEB Bogstad 7.20.93
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 29 1993

AGENDA NO: C-3

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewed Agreement Between City of Portland Bureau of Community Development and Multnomah County Housing and Community Services Division for Relocation Assistance Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464
BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division has received a \$26,520 revenue agreement from the City of Portland, Bureau of Community Development, to pay for resident relocation services when the City's Bureau of Buildings closes a residential structure. This is an annual renewal of an agreement which started several years ago.

The City of Portland has agreed to use the County's community action service centers to assist in the relocation of people affected when the Bureau of Buildings closes residential structures. These services are included in the Housing and Community Services Division's subcontracts with seven community action service centers.

The funds are already included in the County Budget.

SIGNATURES REQUIRED:

*7/29/93 originals to Call
Timmer*

ELECTED OFFICIAL: _____

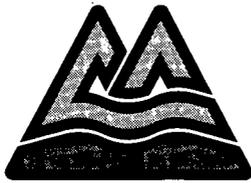
OR

DEPARTMENT MANAGER: *Gary Nelson*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 20 AM 11:19
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: H.C. Miggins / Acting County Chair

VIA: Gary Nakao, Director
Department of Social Services
Gary Nakao DB

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

DATE: June 15, 1993

SUBJECT: FY 1993-94 Revenue Contract from City of Portland Bureau of
Community Development, for Relocation Assistance

Retroactive Status: The revenue contract from the City of Portland for relocation assistance is retroactive to July 1, 1993, the date set by the City. It was received by the Housing and Community Services Division on June 14, 1993, which does not allow sufficient time for processing through the County and City before the effective date.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, for relocation assistance, for the period July 1, 1993 through June 30, 1994.

Analysis: The Housing and Community Services Division has received a \$26,520 revenue agreement from the City of Portland, Bureau of Community Development, to pay for relocation assistance for people residing in buildings to be closed by the Bureau of Buildings. This is the third year the Division has received this revenue from the City of Portland.

Under the agreement, the Division subcontracts for relocation services with the seven community action service centers. The services are called up when the Bureau of Buildings has targeted a residential structure for closure. This agreement builds on the capacity and expertise of the community action centers and helps prevent homelessness of the affected residents.

Background: Funds from this contract are included in the Housing and Community Services Division budget.

reloc94z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

FY93-94

Contract # 10254

Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>7/29/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Social Services Division HCSD Date June 18, 1993

Contract Originator Cilla Murray Phone 248-5464 Bldg/Room B161/2nd

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

Description of Contract Funds relocation services.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name city of Portland, Bureau of Community Development

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

Phone (503) 823-2381

Employer ID# or SS# _____

Effective Date July 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 26,520

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Remittance Address (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ Per Invoice Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 22 June 93

Date _____

Date 7/19/93

Date July 29, 1993

Date _____

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730			2084			City Relocation	\$26,520	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT NO.

An agreement between the CITY OF PORTLAND, OREGON and the Multnomah County, through its Housing and Community Services Office (County) for \$26,520 to provide relocation and moving assistance services.

RECITALS:

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

AGREED:

I. Scope of Services

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

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

- 2) Advise residential tenants of the availability of moving assistance payments.
 - 3) Assist tenants in finding and moving to appropriate replacement housing.
 - 4) Provide referrals and assistance as necessary to welfare, legal, health, or other agencies as needed by the tenant.
- C. The County shall ensure the agencies determine the income eligibility of each tenant to receive assistance. Bonafide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining the benefits provided.
- D. The County shall ensure the agencies provide basic services and payments to families who must relocate up to a maximum of \$2,000, and to singles up to a maximum of \$1,000. Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.
- In cases where additional moving or service costs appear to be needed, CAPO will request prior approval from the BCD Project Manager.
- E. Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing or if a hardship exists.
- F. Payment may be made directly to the tenant, for housing, or for an associated service, provided the Contractor is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.
- G. The contract with the multi-service centers shall state that participating agency will refer questions on eligibility or the type of expense eligible for payment to the County, who may refer it to the Bureau of Community Development for a decision in unclear cases.
- H. The County will submit a report each quarter identifying each tenant displaced, including ethnicity, date moved, new address, purpose and amount of payment, and date payment was made.
- I. The County shall ensure that participating agencies will maintain all records for the project, including performance, client eligibility and demographic data, and fiscal data, for a minimum of three years after

termination of the contract.

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

II. City Project Manager

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

III. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the Housing and Community Development (HCD) Program. Without prior approval from BCD, the maximum amount of billable time shall be thirty (30) hours for each family and fifteen (15) hours for singles, at the established service rate for each participating agency plus a 10% premium for response time requirements. Attachment A contains the service rates for each multi-service agency.
- B. Payments will be made upon submission of a statement of expenditures. The County shall keep receipts for needed moving, relocation, housing, and social services costs, and evidence of service time provided. It is agreed that total compensation under this agreement shall not exceed \$26,520 (TWENTY SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS).

V. GENERAL CONTRACT PROVISIONS

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

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

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

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

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

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

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

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of

1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. SECTION 3: The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

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

J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

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

L. WORKERS' COMPENSATION INSURANCE.

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

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

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement

immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

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

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

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

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

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

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

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

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

P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

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

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

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

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.

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

In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

U. MONITORING. The City through the Bureau of Housing & Community Development shall monitor at least once each

year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form

to Report Lobbying," in accordance with its instructions.

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

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

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1993 and shall remain in effect during any period the County has control over Federal funds, including program income. The Agreement shall terminate as of June 30, 1994.

Dated this _____ day of _____, 1993.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury



Hank Miggins, Acting Chair

APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney



Laurence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 7/29/93

DEB BOGSTAD
BOARD CLERK

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

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

Eligibility

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

Payments

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

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

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

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

Relocation Procedure

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

Reclamation For Moving Assistance Expenses

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

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

Billings

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

Attachment A

Multi-Service Centers Authorized to Perform Relocation Services

1. Albina Ministerial Alliance
1425 NE Dekum
Portland, OR 97211
Northeast District
\$22.66/hour

2. Friendly House
2617 NW Savier
Portland, OR 97210
Northwest District
\$22.79/hour

3. Human Solutions, Inc.
2900 SE 122nd
Portland, OR 97236
East County District
\$32.93/hour

4. Neighborhood House
7780 SW Capital Highway
Portland, OR 97219
Southwest District
\$27.62/hour

5. Portland Impact
4707 SE Hawthorne
Portland, OR 97215
Southeast District
\$25.60/hour

6. Transition Projects, Inc.
435 NW Glisan
Portland, OR 97209
Downtown District
\$25.80/hour

7. YWCA - St. Johns
8010 N. Charleston
Portland, OR 97203
North District
\$28.71



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

June 15, 1993

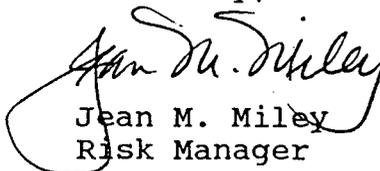
Cilla Murray
Housing and Community Division
Department of Social Services
Multnomah County
Bldg. 161/2nd floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or workers' compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

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

Sincerely,


Jean M. Miley
Risk Manager

c: Howard Cutler

MEETING DATE: JUL 29 1993

AGENDA NO: C-4

(Above space for Board Clerk's Use Only) Contract # 102954

AGENDA PLACEMENT FORM

SUBJECT: Revenue Agreement Between City of Portland, Bureau of Community Development, and Multnomah County Housing and Community Services Division, for Emergency Basic Needs Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464
BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division has received a \$70,664 revenue agreement from the City of Portland, Bureau of Community Development, to fund emergency basic needs services through agencies under contract with the County.

This is a renewal agreement, which continues the coordination agreement between the City and County under which the City contributes funds for emergency basic needs services and the County maintains responsibility for planning and contracting services.

The funds from this contract have been included in the Division Budget.

7/29/93 originals to Cilla Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Gary Nelson*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

bcd94a

1993 JUL 20 AM 11:18
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: H.C. Miggins, Acting County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: June 29, 1993

SUBJECT: FY 1993-94 Revenue Contract from City of Portland, Bureau of
Community Development: Emergency Basic Needs

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1993, to cover ongoing services. The contract was not received from the City in time to process before the effective date.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, Bureau of Community Development, for the period July 1, 1993 through June 30, 1994.

Analysis: The Housing and Community Services Division has received a \$70,664 revenue contract from the City of Portland, Bureau of Community Development. This is the annual renewal of an ongoing agreement for the City to fund emergency basic needs services and the County to administer the funds through contracts with community-based agencies.

The contract pays for direct client assistance for homeless and low income persons through three subcontract agencies: Outside In, Metro Crisis, and American Red Cross. The funds go for such things as medicine, transportation, utility assistance, youth needs, etc.

Background: Funds for this contract are included in the Housing and Community Services Division budget.

bcd94z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102954
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>7/29/93</u></p> <p>DEB BOGSTAD BOARD CLERK</p>
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Department Social Services Division HCSD Date 6/29/93
 Contract Originator Cilla Murray Phone 248-5464 Bldg/Room B161/2nd
 Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd
 Description of Contract Funds emergency Basic Needs services

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

Contractor Name City of Portland, Bureau of Community Development
 Mailing Address 808 SW 3rd, Room 600
Portland, OR 97204
 Phone (503) 823-2381
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 70,664

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ Per Invoice Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 2 July 93
 Date _____
 Date July 19, 1993
 Date July 29, 1993
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1730			2773			City of Portland	\$70,664	
02.						2773			Portland		
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT NO.

An agreement between the City of Portland, Oregon and Multnomah County for \$70,664 to provide for emergency basic need services to low income Portland residents.

RECITALS:

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

AGREED:

I. Scope of Services

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

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

Metro Crisis	
Emergency assistance and mobile unit	\$ 2,600
Red Cross	
Youth/singles transportation	5,720
Emergency utility assistance	12,480
Long distance transportation	7,072
Childcare and transportation	21,112
Clearinghouse operations	1,456
Coalition of Health Clinics	
Emergency medications	14,504
Outside-In	
Youth needs	5,720

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

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

II. City Project Manager

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

III. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the General Fund.
- B. Payments will be made periodically upon submission of a statement of expenditures. Multnomah County will keep vendor receipts of materials and services and evidence of payment of personnel costs. It is agreed that total compensation under this agreement shall not exceed SEVENTY THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS (\$70,664).
- C. An advance may be made to cover the cost of the County's initial expenses for operation, not to exceed the sum of \$7,000, upon receipt of a written request from the County. Additional amounts due shall be reimbursed upon receipt of a monthly reimbursement request. Advances shall be recovered against expenditures in such a manner that the advance balance does not exceed the cash balance of the contract.

IV. General Contract Provisions

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

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

- B. **TERMINATION FOR CONVENIENCE.** The City and County may

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

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

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

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

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

- D. CHANGES. The City or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager. Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes where the total contract amount plus the changes is less than \$10,000 may be approved by the Commissioner-in-charge.

- E. NON-DISCRIMINATION. In carrying out activities under this contact, Multnomah County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. Multnomah County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

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

- F. ACCESS TO RECORDS. The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Multnomah County which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Multnomah County for three years after the City makes final payment and all other pending matters are closed.
- G. MAINTENANCE OF RECORDS. Multnomah County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of Multnomah County regarding its billings or its work hereunder. Multnomah County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of Multnomah County at any time during the 3 year period established by Section G above.

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

- I. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, Multnomah County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Multnomah County's work or any subcontractor's work under this contract.
- J. WORKERS' COMPENSATION INSURANCE.

1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are

subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. Multnomah County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, Multnomah County is self-insured for Workers' Compensation.

2. In the event Multnomah County's workers' compensation insurance coverage is due to expire during the term of this Agreement, Multnomah County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Multnomah County agrees to provide the City of Portland such further certification of workers' compensation insurance a renewals of said insurance occur.
3. Multnomah County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by Multnomah County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.

K. LIABILITY INSURANCE. Multnomah County is self-insured as provided by Oregon law.

L. SUBCONTRACTING AND ASSIGNMENT. Multnomah County shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. Multnomah County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, Multnomah County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to Multnomah County hereunder. Multnomah County agrees that if subcontractors are employed in the performance of this

contract, Multnomah County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Multnomah County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

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

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

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

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

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

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

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

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

In the event that Multnomah County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, Multnomah County agrees it has certified with the City's Equal Employment Opportunity certification process.

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

provisions of this contract.

VII. Period of Agreement

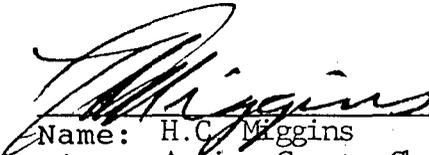
The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period Multnomah County has control over City funds, including program income. The Agreement shall terminate as of June 30, 1994.

Dated this _____ day of _____, 1993.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

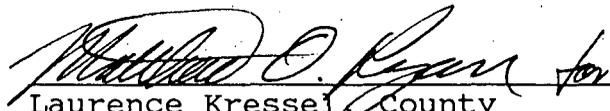


Name: H.C. Miggins
Title: Acting County Chair

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney



Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

June 15, 1993

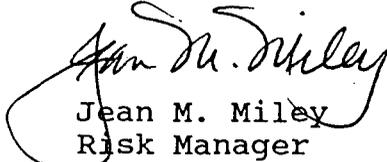
Cilla Murray
Housing and Community Division
Department of Social Services
Multnomah County
Bldg. 161/2nd floor

Dear Ms. Murray:

The purpose of this letter is to inform you of Multnomah County's insurance program. Multnomah County does not carry liability or workers' compensation insurance. The County is self-insured in accordance with the provisions of ORS 30.270 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which they are self-insured. The County's exposure for liability is limited by statute to \$50,000 property damage, \$100,000 personal injury per person, and \$500,000 total damages per occurrence.

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

Sincerely,



Jean M. Miley
Risk Manager

c: Howard Cutler

MEETING DATE: JUL 29 1993

AGENDA NO: C-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Contract From City of Portland to Housing and Community Services Division, Youth Program, for Homeless Youth Shelter

Contract # 103194

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division has received a \$94,640 revenue contract from the City of Portland, Bureau of Housing and Community Development, which provides funds for the homeless youth shelter (Street Light).

This is an annual appropriation of City funds for homeless youth services. The County also funds the program and is responsible for the service contract.

The funds are included in the Housing and Community Services Division budget.

7/29/93 originals to Cilla Trueman

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Gary Nelson*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

bcdsl94a

BOARD OF COUNTY COMMISSIONERS
1993 JUL 20 AM 11:18
MULTI-COUNTY OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: H.C. Miggins, Acting County Chair

VIA: Gary Nakao, Director
Department of Social Services *Gary Nakao / NB*

FROM: Norm Monroe, Director
Housing and Community Services Division *nm/RE*

DATE: July 7, 1993

SUBJECT: FY 1993-94 Revenue Contract from the City of Portland: Homeless Youth Shelter

Retroactive Status: This revenue contract is retroactive to July 1, 1993, to cover ongoing services. The contract was not received from the City for processing until after July 1, 1993.

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from the City of Portland, Bureau of Housing and Community Development, for the period July 1, 1993 through June 30, 1994.

Analysis: The Housing and Community Services Division has received a \$94,640 revenue contract from the City of Portland, Bureau of Housing and Community Development, to pay for the homeless youth emergency shelter, called Street Light. This is an annual contribution to the operations of that shelter.

The County has a service contract with Janus Youth Programs to operate Street Light youth shelter. This revenue contract from the City of Portland helps fund that program.

Background: Funds included in this contract are included in the Housing and Community Services Division budget.

bcdsl94z



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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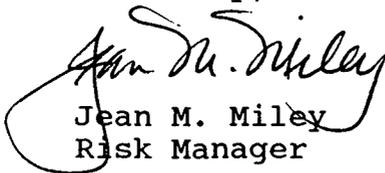
Cilla Murray
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Please let me know if you have any additional questions. My number is 248-3797.

Sincerely,



Jean M. Miley
Risk Manager

c: Howard Cutler



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103194
Amendment # -

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>REVENUE AGENDA # <u>C-5</u> DATE <u>7/29/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Contact Person Cilla Murray Phone 5464 Date July 7, 1993
 Department Social Services Division Housing & Cmnty Bldg/Room 161/2
 Description of Contract Funds homeless youth shelter.

RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland, Bureau of Housing & Community Development
 Mailing Address 808 SW Third Room 600
Portland OR 97204

Phone 823-2381
 Employer ID # or SS # _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 94,640

Payment Term
 Lump Sum \$ _____
 Monthly \$ Per Invoice
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KRU Department Manager *Gary Parks* Date 13 July 93
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel *Matthew O. Ryan* Date July 14, 1993
 County Chair/Sheriff *Tom Higgins* Date July 29, 1993

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0160			2100			City of Portland	94,640		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

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

AGREEMENT NO.

An agreement between the City of Portland (City) and Multnomah County (County) to provide the Homeless Youth Shelter.

RECITALS:

1. There is a need to provide shelter and related services to homeless youth in the Portland area.
2. Several public and private agencies are committed to working together to provide this service to this needy population.
3. Multnomah County has been designated as the public agency to provide youth services in the Portland area.
4. The County has conducted a bidding process and selected the Janus Youth agency to provide the Homeless Youth Shelter, Street Light.
5. Funding is being provided by the County, the City, United Way and several private funders.
6. The City has committed in the FY 93-94 approved budget \$94,640 in the Housing and Community Development Fund for the Youth Shelter.
7. The City now desires to enter into a formal agreement with the County in the amount of \$94,640 based on the budget (Attachment A) so that the County can proceed with this program without delay.

AGREED:

I. Scope of Services

The County will provide the services described below relative to the shelter:

- A. The County will enter into an agreement with Janus Youth to provide the Homeless Youth Shelter, Street Light. Janus Youth will provide 365 nights of shelter for up to 30 youth per night. In addition, the County will track numbers of youth transitioning out of the shelter into a more stable life style.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The shelter will operate seven days a week, 365 days a year, and will provide services to approximately 450 youth (unduplicated).

1. Two meals per day to youth staying at the shelter.
 2. Provide hygiene, recreation and referral services to youth staying at the shelter.
 3. Youth served shall not exceed twenty-one years of age. Youth Shelter staff shall check for run reports on all non-case managed youth under eighteen years of age with the Juvenile Court. Youth with run reports shall not be sheltered at the shelter.
 4. In order to stay at Street Light on an on-going basis, youth must have a client relationship with a case manager outside the shelter and must identify a plan for leaving street life and demonstrate steps toward accomplishing that plan in cooperation with their assigned case manager.
- D. The County will monitor the program to ensure that the program is being provided in a timely and satisfactory manner within the contract terms negotiated between the County and the providing agency.
- E. Based upon expenditure statements submitted by the agency, the County will charge program operating costs to the City not to exceed a total of \$94,640 based upon a projected budget attached hereto as Attachment A.
- F. The County will not charge the City an administrative or overhead cost for administering this program. The program is a responsibility of the County with the City providing funding to enable its successful outcome.
- G. The County will provide quarterly reports on the status to the Bureau of Community Development including at a minimum: number of clients (unduplicated) served; number of shelter nights; and racial data.
- H. The City, through the Bureau of Community Development, will provide technical assistance through monitoring and/or upon request of the County.
- I. Any publicity on the program will mention the City's participation through the Bureau of Community Development Housing and Community Development Program.

II. Compensation and Method of Payment

The County will be compensated by the City for operating costs of the Emergency Shelter for Homeless Youth Program through the Housing and Community Development Program. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment from the providing agency and the

agency's monthly reports. Detailed information on how the funding is expended is to be submitted by the County with the request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services, and any other costs directly related to providing the program incurred by the providing agency as indicated on the attached budget. Total compensation under this agreement shall not exceed NINETY FOUR THOUSAND SIX HUNDRED FORTY DOLLARS (\$94,640).

III. Project Manager

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

IV. Reporting Requirements

In addition to the quarterly report, the County will prepare a final year end report summarizing the information on the quarterly reports, total number of youth served and ethnic/racial data, a narrative on the program and the results of the program and a few narratives on individual clients served.

V. Maintenance of Records

The County is to maintain fiscal and billing related records as required under General Contract Provisions. In addition, the County also is to maintain all records relating to the shelter program including logs and client information on the same schedule as the fiscal reports. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager or other designated persons upon request. At a minimum, records will be reviewed as part of the annual monitoring process.

VI. Schedule and Performance Measures

- A. Street Light provides basic stabilization services, food and shelter to youth.
- B. The following performance measures are guidelines for assessing the effectiveness of services provided to youth who also use the shelter in an efforts to track

what happens to downtown homeless youth who are in the service provision system. These performance measures are not the responsibility of Janus Youth.

Number of youth entering transitional housing programs - 45

Number of youth in case management programs - 324

Number of youth receiving Alcohol/Drug assessments - 100

Number of youth in Job Corps - 75

Percentage of youth who use the shelter who enter case management, jobs, and housing programs - 60%.

VII. General Contract Provisions

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

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

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the County covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by

the County, then the City may complete the work either itself or by agreement with another County, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

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

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

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

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

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

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

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

- J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's

work under this contract.

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

L. WORKERS' COMPENSATION INSURANCE.

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

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

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if sub-contractors

are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

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

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

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

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

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

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

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

- P. CONTRACT ADMINISTRATION, 24 CFR 570.502(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

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

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and

if in the federal courts, in the United States District Court for the State of Oregon.

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the County provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.
- In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.
- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b) (8).

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

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

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

VIII. Period of Agreement

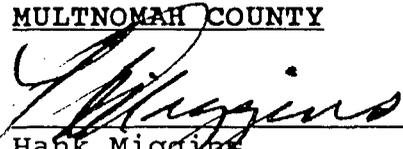
The terms of this Agreement shall be effective as of July 1, 1993 and shall remain in effect during any period the County has control over Federal funds, including program income. Work by the County shall terminate as of June 30, 1994.

Dated this _____ day of _____, 1993.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury



Hank Miggins
Acting Board Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON



Assistant County Counsel

APPROVED AS TO FORM:

Jeffrey L. Rogers, City Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY
JANUS YOUTH, STREET LIGHT

FY 1993-94 BUDGET

Salaries	\$89,081
Fringe	22,155
Supplies	2,245
Telephone	2,400
Postage	100
Occupancy	18,000
Insurance	2,800
Equipment	1,000
Repairs	2,100
Professional Svcs	1,015
Printing	300
Travel	790
Training	1,950
Food	15,000
Other	2,914
	<hr/>
Total Youth Shelter Expenses	\$161,850

City funding can reimburse the above line items, not to exceed a total of \$94,640.

MEETING DATE: JUL 29 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590.

BLDG/ROOM #: 421/Second Floor.

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15537.

Deed D930905 and Board Orders attached.

7/29/93 originals to Bev - tax title

1993 JUL 20 AM 11:20
MULTI-COUNTY
OREGON
COUNTY COMMISSIONERS OFFICE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Christy BH William

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930905 upon Complete Performance of) ORDER
a Contract to)
RODGER EVENSON) 93-263

It appearing that heretofore on April 18, 1990, Multnomah County entered into a contract with RODGER EVENSON for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

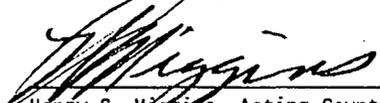
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

GLEN HARBOR
INC PT IN ST, WLY OF & ADJ, LOTS 1 & 2, BLOCK 8

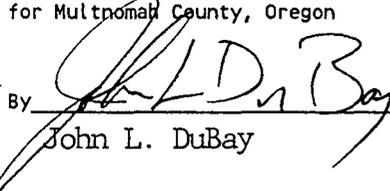
Dated at Portland, Oregon this 29th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting County Chair
Multnomah County

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RODGER EVENSON, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

GLEN HARBOR
INC PT IN ST, WLY OF & ADJ, LOTS 1 & 2, BLOCK 8

The true and actual consideration paid for this transfer, stated in terms of dollars is \$1,450.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

3535 SW CORBETT
PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of July, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Miggins
Henry C. Miggins, Acting County Chair
Multnomah County

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

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

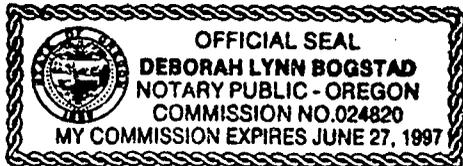
By *John L. DuBay*
John L. DuBay

By *Laurence Kressel*

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: JUL 29 1993
AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15310.

Deed D930906 and Board Orders attached.

7/29/93 originals to Bev - tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Robert Oberst

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 JUL 20 AM 11:20
MULTI-NOMINEE COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930906 Upon Complete Performance of) ORDER
a Contract to) 93-264
SALOMI KALIVAS)

It appearing that heretofore on November 20, 1985, Multnomah County entered into a contract with SALOMI KALIVAS for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

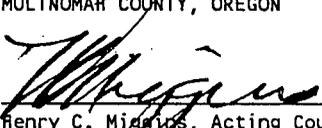
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

MABELVILLE
LOTS 19 & 20, BLOCK 12

Dated at Portland, Oregon this 29th day of July, 1993.

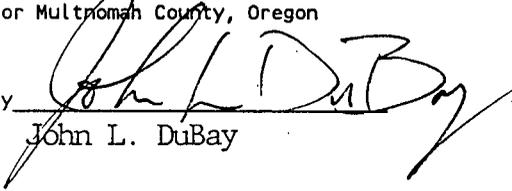


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins, Acting County Chair
Multnomah County

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to SALOMI KALIVAS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

MABELVILLE
LOTS 19 & 20, BLOCK 12

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,562.47.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

925 NE 72ND AVE
PORTLAND OR 97213-6209

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of July, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

[Handwritten Signature]
Henry C. Higgins, Acting County Chair
Multnomah County

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

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

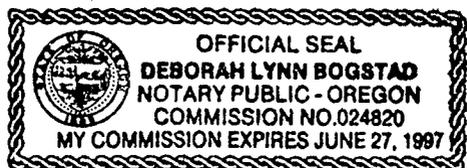
BY *[Handwritten Signature]*
John L. DuBay

BY *[Handwritten Signature]*

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: JUL 29 1993

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of defaulted land sales contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

1. Request cancellation of Land Sales Contract #15383 to Anna A. Osis.
2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay 1990/91, 1991/92 and 1992/93 real property taxes as required by contract.
3. Notice of Default (see attached) was sent Certified and First Class on April 30, 1993 to Contract Purchaser and she has failed to cure the default.

7/29/93 originals to Bev - tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. Willie

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
 COUNTY COMMISSIONERS
 1993 JUL 29 AM 11:20
 MULTNOMAH COUNTY
 OREGON

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

After
recording,
return
to →

421/2nd floor

BOOK 2686 PAGE 200

NOTICE OF DEFAULT

APRIL 30, 1993

ANNA A. OSIS
4120 SE RAMONA
PORTLAND, OR 97202

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15383 RECORDED ON July 10, 1986, BOOK 1919, PAGE 1625 BETWEEN MULTNOMAH COUNTY AND ANNA A. OSIS FOR THE PROPERTY LEGALLY DESCRIBED AS:

MT TABOR VILLA LOTS 3 & 4, BLOCK 4 (58940-0360) commonly known as 326 SE 76TH AVE.

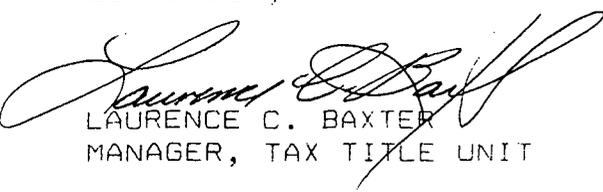
THE NATURE OF THE DEFAULT IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$110.00 EACH FOR 28 MONTHS FOR A TOTAL OF \$3,080.00 AND THAT YOU HAVE FAILED TO PAY 1990/91, 1991/92, 1992/93 REAL PROPERTY TAXES IN THE AMOUNT OF \$3,358.70 PLUS INTEREST.

IN ORDER TO CURE THE DEFAULT YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE DEFAULT MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE DEFAULT IS NOT CURED BEFORE June 30, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,


LAURENCE C. BAXTER
MANAGER, TAX TITLE UNIT

CC: ANNA OSIS 326 SE 76TH AV PORTLAND OR 97215
OCCUPANT 326 SE 76TH AV PORTLAND OR 97215

Page one of two

CERTIFIED P 371 085 053
054
055

P 371 085 053



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for international mail
(See Reverse)

Anna A. Osis
4120 SE Ramona
Portland OR 97202

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
Complete items 3, and 4a & b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
ANNA A. OSIS
4120 SE RAMONA ST
PORTLAND OR 97202

4a. Article Number
P 371 085 053
4b. Service Type
Registered Insured
Certified COD
Express Mail Return Receipt for Merchandise

5. Signature (Addressee)
A Osis
6. Signature (Agent)
[Signature]

7. Date of Delivery
4/31/93
8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1992-323-402 DOMESTIC RETURN RECEIPT

3800, June 1991

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
Complete items 3, and 4a & b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
ANNA A. OSIS
326 SE 76TH AVE
PORTLAND OR 97215

4a. Article Number
P 371 085 054
4b. Service Type
Registered Insured
Certified COD
Express Mail Return Receipt for Merchandise

5. Signature (Addressee)
Richard Wolf
6. Signature (Agent)

7. Date of Delivery
5-9-93
8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1992-323-402 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

P 371 085 054



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for international mail
(See Reverse)

Anna A. Osis
326 SE 76th
Portland OR 97215

3800, June 1991

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
Complete items 3, and 4a & b.
Print your name and address on the reverse of this form so that we can return this card to you.
Attach this form to the front of the mailpiece, or on the back if space does not permit.
Write "Return Receipt Requested" on the mailpiece below the article number.
The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
OCCUPANT
326 SE 76TH AVE
PORTLAND OR 97215

4a. Article Number
P 371 085 055
4b. Service Type
Registered Insured
Certified COD
Express Mail Return Receipt for Merchandise

5. Signature (Addressee)
Richard Wolf
6. Signature (Agent)

7. Date of Delivery
5-5-93
8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1992-323-402 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

P 371 085 055



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for international mail
(See Reverse)

Occupant
326 SE 76th
Portland OR 97215

3800, June 1991

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15383)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
ANNA A. OSIS) 93-265
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, ANNA A. OSIS, by contract dated June 30, 1986, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

MT TABOR VILLA LOTS 3 & 4, BLOCK 4

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$110.00 since January 15, 1991 for a total of \$3,080.00 and that purchaser failed and neglected to pay before delinquency taxes for the years 1990/91, 1991/92, 1992/93 in the amount of \$3,358.70 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon ANNA A. OSIS at 4120 SE RAMONA PORTLAND OR 97202 and a return of service be made upon such copy of the order.

Dated this 29th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Miggins
Henry C. Miggins
Acting County Chair

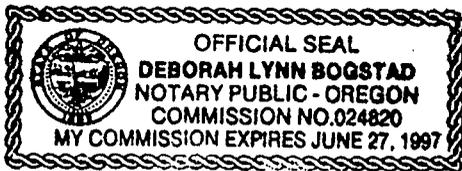
REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: JUL 29 1993
AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of defaulted land sales contract

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

1. Request cancellation of Land Sales Contract #15476 to Irene Haskins.
2. Purchaser has failed to make the monthly payments as required by contract.
3. Notice of Default (see attached) was sent Certified and First Class on April 9, 1993 to Contract Purchaser and she has failed to cure the default.

7/29/93 originals to Bev - tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]

OR

DEPARTMENT MANAGER: [Signature: Robert Oberst] [Signature: Betsy H. Williams]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTI-NOMINATING COUNTY OREGON
1993 JUL 20 AM 11:19

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

BOOK 2673 PAGE 1388

NOTICE OF DEFAULT

APRIL 9, 1993

IRENE HASKINS
1545 SE 89TH AV
PORTLAND, OR 97216

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15476 RECORDED ON October 31, 1989, BOOK 2249, PAGE 399 BETWEEN MULTNOMAH COUNTY AND IRENE HASKINS FOR THE PROPERTY LEGALLY DESCRIBED AS:

STANLEY & PLAT 2 LOTS 9 & 10, BLOCK 9 (79050-3580) commonly known as 1545 SE 89TH AVE.

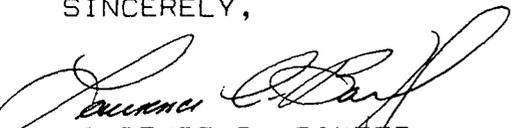
THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$159.71 EACH FOR 3 MONTHS FOR A TOTAL OF \$479.13 AND THAT YOU HAVE FAILED TO PAY 1991/92 REAL PROPERTY TAXES IN THE AMOUNT OF \$309.31 PLUS INTEREST.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE DEFAULT MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE DEFAULT IS NOT CURED BEFORE June 10, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,


LAURENCE C. BAXTER
MANAGER, TAX TITLE UNIT

CC:

note: verified
on 6-29-93 YU

91/92 taxes not paid
92/93

Page one of two

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery.

Consult postmaster for fee.

3. Article Addressed to:

IRENE HASKINS
1545 SE 89th Ave
Portland OR 97216

4a. Article Number

P 371 085 042

4b. Service Type

- Registered Insured
 Certified COD
 Express Return Receipt for Merchandise

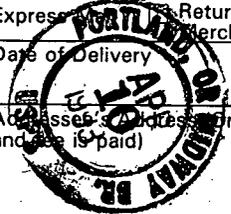
7. Date of Delivery

8. Addressee's address only if requested and fee is paid

5. Signature (Addressee)

6. Signature (Agent)

Irene Haskins



PS Form 3811, December 1991

★U.S. GPO: 1982-323-402

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

P 371 085 042

Receipt for Certified Mail



No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sender's Name	IRENE HASKINS
Street Address	1545 SE 89th AV
City, State, and ZIP Code	Portland OR 97216
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, June 1991

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15476)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
IRENE HASKINS) 93-266
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, IRENE HASKINS, by contract dated October 10, 1989, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

STANLEY & PLAT 2 LOTS 9 & 10, BLOCK 9

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$159.71 since January 15, 1993 for a total of \$479.13 and that purchaser failed and neglected to pay before delinquency taxes for the years 1991/92 in the amount of \$309.31 plus interest which were lawfully assessed and levied against said property.

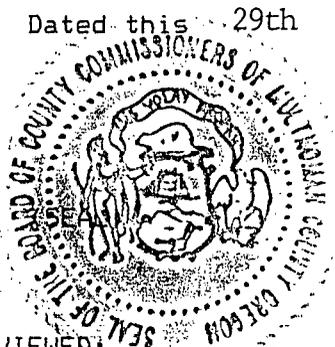
It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon IRENE HASKINS at 1545 SE 89TH AV PORTLAND OR 97216 and a return of service be made upon such copy of the order.

Dated this 29th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Higgins
Henry C. Higgins
Acting County Chair

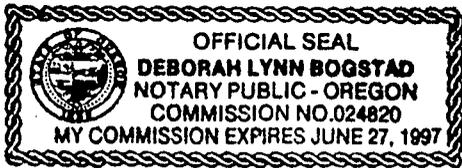
REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JUL 29 1993

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of defaulted land sales contract

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

1. Request cancellation of Land Sales Contract #15569 to Lawrence Sandvold.
2. Purchaser has failed to make the monthly payments as required by contract.
3. Notice of Default (see attached) was sent Certified and First Class on January 27, 1993 to Contract Purchaser and he has failed to cure the default.

7/29/93 originals to Bev- tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

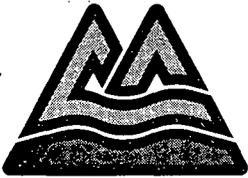
OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. William

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 JUL 20 11:20
MULTNOMAH COUNTY
OREGON
SEAL OF
COUNTY COMMISSIONER



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
 DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
 TAX TITLE UNIT
 2505 S.E. 11TH AVENUE
 PORTLAND, OREGON 97202
 (503) 248-3590

GLADYS McCOY
 MULTNOMAH COUNTY CHAIR

NOTICE OF DEFAULT

JANUARY 27, 1993

LAWRENCE SANDVOLD
 3717 NE MALLORY
 PORTLAND, OR 97212-1030

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15569 RECORDED ON November 23, 1990, BOOK 2364, PAGE 1286 BETWEEN MULTNOMAH COUNTY AND LAWRENCE SANDVOLD FOR THE PROPERTY LEGALLY DESCRIBED AS:

NORTH IRVINGTON W 1/2 OF LOTS 9 & 10, BLOCK 7 (61150-1560).

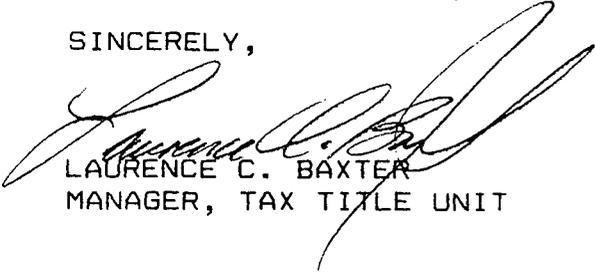
THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$38.75 EACH FOR 11 MONTHS FOR A TOTAL OF \$426.25.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE **DEFAULT** MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE **DEFAULT** IS NOT CURED BEFORE May 31, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,


 LAURENCE C. BAXTER
 MANAGER, TAX TITLE UNIT

CC: LAWRENCE SANDVOLD PO BOX 23913 TIGARD, OR 97223
 LAWRENCE SANDVOLD PO BOX 11002 PORTLAND, OR 97211

Page one of two

M 786



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202

CERTIFIED
P 794 840 162
MAIL

PORTLAND
JAN 27 03
OREG



LAWRENCE SANDVOLD
3717 NE MALLORY AVE
PORTLAND, OR 97212-1030

212
RETURNED TO SENDER
MOVED
NO FORWARDING ADDRESS

P 794 840 162



Certified Mail Receipt
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

LAWRENCE SANDVOLD
3717 NE MALLORY AVE
PORTLAND, OR 97212-1030

Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	

Is your RETURN ADDRESS completed on the reverse side?

Fold at line over top of envelope to the right of the return address.

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
LAWRENCE SANDVOLD
3717 NE MALLORY AVE
PORTLAND, OR 97212-1030

4a. Article Number
P 794 840 162

4b. Service Type

<input type="checkbox"/> Registered	<input type="checkbox"/> Insured
<input checked="" type="checkbox"/> Certified	<input type="checkbox"/> COD
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3800, June 1990

Thank you for using Return Receipt Service.

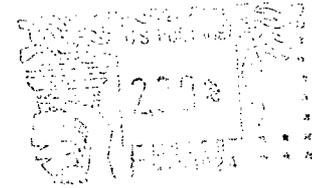
M 786



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202

CERTIFIED
P 794 840 163
MAIL



TRK

LAWRENCE SANDVOLD
PO BOX 23913
TIGARD, OR 97223

*LN
1-28
2/2
2/12*



Attempted-Not Known

P 794 840 163

Certified Mail Receipt

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)



Sen'	LAWRENCE SANDVOLD	
Stre	PO BOX 23913	
P.O.	TIGARD, OR 97223	
Postage	\$	
Certified Fee		
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		
Return Receipt Showing to Whom, Date, & Address of Delivery		
TOTAL Postage & Fees	\$	
Postmark or Date		

Is your RETURN ADDRESS completed on the reverse side?

Print the return address

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

LAWRENCE SANDVOLD
PO BOX 23913
TIGARD, OR 97223

4a. Article Number

P 794 840 163

4b. Service Type

- Registered Insured
- Certified COD
- Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

6. Signature (Agent)

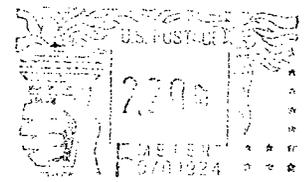
8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.



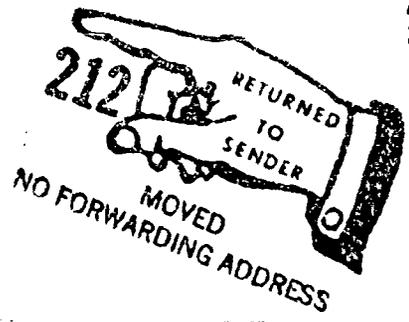
DEPARTMENT OF ENVIRONMENTAL SERVICES
 DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
 TAX TITLE
 2505 S.E. 11TH AVENUE
 PORTLAND, OREGON 97202

*Paul
 3717 N.E. Malloy
 97212*



LAWRENCE SANDVOLD
 PO BOX 11002
 PORTLAND, OR 97211

Name _____
 1st Notice E-29
 2nd Notice _____
 Return _____



P 794 840 164



Certified Mail Receipt
 No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

Sr	LAWRENCE SANDVOLD
S	PO BOX 11002
P	PORTLAND, OR 97211
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, June 1990

Is your RETURN ADDRESS completed on the reverse side?

Hold at line over top of envelope to the right of the return address.

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: LAWRENCE SANDVOLD PO BOX, 11002 PORTLAND, OR 97211	4a. Article Number <u>P 794 840 164</u>	7. Date of Delivery
5. Signature (Addressee)	4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
6. Signature (Agent)	8. Addressee's Address (Only if requested and fee is paid)	

Thank you for using Return Receipt Service.

M 786



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE

2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202



LAWRENCE SANDVOLD
PO BOX 23913
TIGARD, OR 97223

(P)

ANK



Attempted-Not Known

M 786



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE

2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202



RETURNED TO SENDER
212
Not Deliverable as Addressed
UNABLE TO FORWARD

LAWRENCE SANDVOLD
3717 NE WALLORY AVE
PORTLAND, OR 97212-1030

M 786



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202

LAWRENCE SANDVOLD
PO BOX 11002
PORTLAND, OR 97211

SANDVOLD 972112000
NOTIFY SENDER OF NEW ADDRESS
SANDVOLD
3717 NE MALLORY AVE
PORTLAND OR 97212-1030



21212
NO FORWARDING ADDRESS
MOVED
RETURNED TO SENDER
SEND TO NEW ADDRESS



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15569)
between Multnomah County, Oregon and) ORDER TO CANCEL CONTRACT
LAWRENCE SANDVOLD)
upon Default of Payments and Performance) 93-267
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, LAWRENCE SANDVOLD, by contract dated November 2, 1990, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

NORTH IRVINGTON W 1/2 OF LOTS 9 & 10, BLOCK 7

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$38.75 since March 15, 1992 for a total of \$426.25.

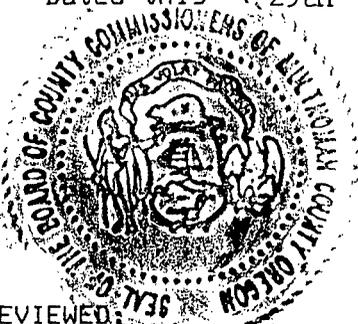
It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon LAWRENCE SANDVOLD at 3717 NE MALLORY PORTLAND OR 97212-1030 and a return of service be made upon such copy of the order.

Dated this 29th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Higgins
Henry C. Higgins
Acting County Chair

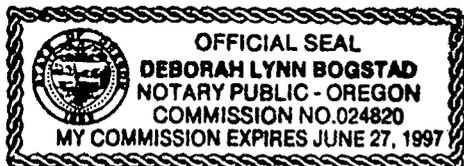
REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Lynn Bogstad

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

MEETING DATE: JUL 29 1993

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to former owner.

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of a Repurchase contract #15758 to former contract purchaser.

Contract #15758 and Board Order attached.

On June 24, 1993 Agenda Item R19, Board permitted this repurchase.

7/29/93 originals to Bev - tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bob Oberst Janice Lopez de Steffey for Bev

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 JUL 20 AM 11:21
CLERK OF COUNTY CLERK'S OFFICE
MULTI-COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15758)
for the Sale of Certain Real Property) ORDER
to) 93-268
TEEN CHALLENGE OF OREGON)
)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that TEEN CHALLENGE OF OREGON is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$7,226.12, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owners for said amount;

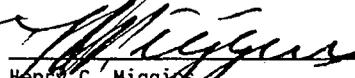
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with TEEN CHALLENGE OF OREGON for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

EAST PORTLAND
SOUTH 1/2 OF LOT 6, BLOCK 225 EXC. PT IN ST.

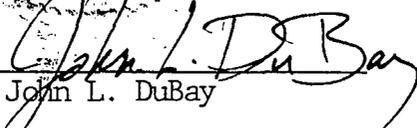
for the sum of \$7,226.12, payable as follows: \$691.86 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$70.24 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 29th day of July, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting County Chair

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

By 
John L. DuBay

THIS AGREEMENT, made this 29th day of July, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and TEEN CHALLENGE OF OREGON, hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

EAST PORTLAND SOUTH 1/2 OF LOT 6, BLOCK 225 EXC. PT IN ST.

A. Purchase Price.

Purchaser agrees to pay the sum of \$7,226.12, to be paid \$691.86 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$70.24 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on August 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or their agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchaser or purchasers' agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of their property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of their property.

D. Tax Notice

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

PO BOX 14886 PORTLAND, OR 97214

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

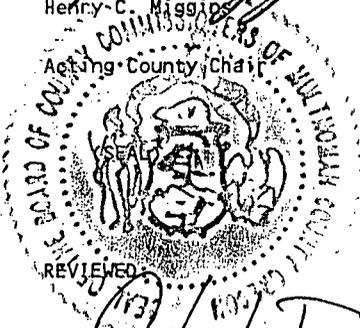
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set their hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *H. C. Higgins*
Henry C. Higgins

James P. Cottrell
TEEN CHALLENGE OF OREGON



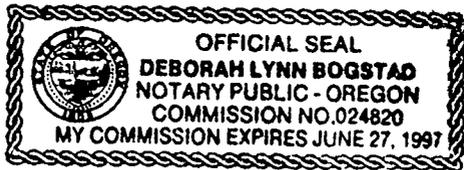
By *L. Kressel*
Laurence Kressel, County Counsel
of Multnomah County, Oregon

CONTRACT APPROVED:
By *F. Wayne George*
F. Wayne George, Director
Facilities & Property Management

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: JUL 29 1993
AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Public Sale.

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

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of a Public sale of occupied tax foreclosed property located at 4837 NE 33rd Ave.

Board Order attached.

On June 24, 1993 Agenda Item R20, Board allowed occupancy till sold at next auction.

7/29/93 originals to Bev - tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert [Signature] Betsy H. Willic

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

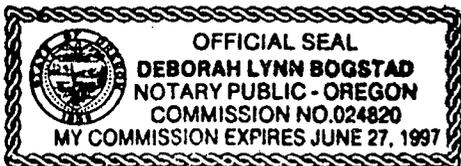
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 20 AM 11:19

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: JUL 29 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Public Sale.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of a Public sale of tax foreclosed property located at 5921 SE 77th Ave.

Board Order attached.

7/29/93 originals to Bev-tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
JUL 21 AM 8:32
MULTI-COUNTY OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of
Property Acquired by Multnomah
County Through the Foreclosure
of Liens for Delinquent Taxes }
ORDER
93-270

It appearing that various properties on which liens for delinquent taxes were foreclosed have been deeded to Multnomah County and it is for the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110;

Terms of the sale are as follow:

Contract Terms: 10% down, balance payable in equal monthly installments, including interest at the rate of 7% per annum over a period not to exceed 20 years.

Now, therefore, it is hereby ORDERED that the Sheriff be, and he hereby is, directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the property described in the following list for not less than the minimum price set below the description of said property in said list; which list of property, market value and minimum price follows:

Legal Description: WOODMERE LOTS 23 & 24, BLOCK 10 92660-2430/50
Property Location: 5921 SE 77TH AVE.
Market Value:\$67,700.00 Minimum Bid: \$67,700.00

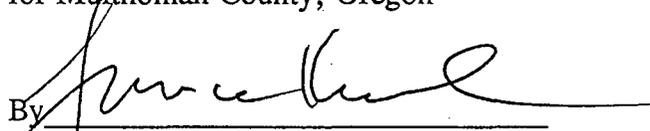
Dated at Portland, Oregon this 29th day of July, 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting Multnomah County Chair

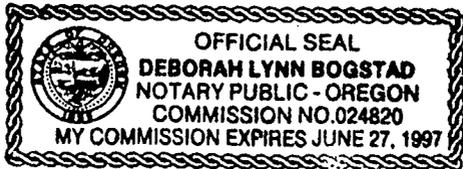
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
Laurence Kressel

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

Meeting Date JUL 29 1993

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with Metro

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

DEPARTMENT Environmental Services DIVISION Park Services Division

CONTACT Deb Scrivens TELEPHONE 663-4708/248-5050

PERSON(S) MAKING PRESENTATION Deb Scrivens

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Requesting execution of an Intergovernmental Agreement with Metropolitan Service District for an environmental education grant awarded to Multnomah County for a project (seasonal position) at Oxbow Park. The Board of County Commissioners previously gave approval for permission to apply for this grant.

7/29/93 originals to Deb Scrivens

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER cc BH Willia

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 20 AM 11:21
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302243
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>Metro Contract No. <u>902995</u></p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-3</u> DATE <u>7/29/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	--	--

Department Environmental Services Division Park Services Date 5/5/93

Contract Originator Deborah K. Scrivens Phone 248-5050 Bldg/Room #425/Yeon

Administrative Contact Cathy Kramer Phone X2589 Bldg/Room #425/Yeon

Description of Contract Intergovernmental Agreement whereby Metro will award funds for a seasonal Naturalist position at Oxbow Park to provide environmental education and interpretive programs in accordance with the Scope of Work and Conditions described in the contract.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Metro Regional Center

Mailing Address 600 NE Grand Ave.
Portland, OR 97232-2736

Phone 797-1700

Employer ID# or SS# _____

Effective Date Upon signature

Termination Date January 15, 1994

Original Contract Amount \$ 4,591.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 4,591.00

Remittance Address _____
(If Different) _____

Payment Schedule Lump Sum \$4,591.00 Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager cc BH Willien

Purchasing Director _____
(Class II Contracts Only)

County Counsel John DuBay

County Chair / Sheriff _____

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

Encumber: Yes No

Date 5/11/93

Date _____

Date 7/14/93

Date July 29, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	330	030	5320			2780					
02.											
03.											

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

Intergovernmental Agreement

This Agreement is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and **Multnomah County Park Services Division**, referred to hereinafter as "**Recipient**," this ___ day of April 1993, for the period March 15, 1993 to January 15, 1994.

WITNESSETH:

WHEREAS, **Metro** and **Recipient** have mutual interest in accomplishment of an environmental education project related to the Metropolitan Greenspaces Program (hereinafter referred to as "**Project**"), and desire to jointly participate in the **Project**. The Scope of Work of said **Project** is listed in Attachment A attached hereto; and

WHEREAS, **Metro** has received a grant from the U.S. Fish and Wildlife Service (USFWS) and a portion of said grant was set aside for environmental education grants. This **Project** will be funded by no more than fifty percent (50%) by **Metro** from these funds and at least fifty percent (50%) funded by the recipient, either in cash or in-kind donations; and

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

1. **Metro** hereby approves the project proposal and authorizes **Recipient** to proceed with the **Project** in accordance with the Scope of Work attached as Attachment A.
2. The estimated total cost of the **Project** is FOUR THOUSAND FIVE HUNDRED NINETY-ONE AND NO/100THS DOLLARS (\$4,591.00). The **Recipient** shall in the first instance, pay all the costs of the **Project** and then request reimbursement upon completion of the **Project**. Upon receipt of an invoice from **Recipient**, **Metro** shall submit said costs to the USFWS for reimbursement. Upon receipt of said funds, **Metro** will issue payment to **Recipient**. Detailed terms of arrangements are set forth in Attachment B, Budget and Method of Payment, of this Agreement.
3. Upon completion of the **Project**, there will be no further obligations on the part of **Metro** and the USFWS.
4. **Recipient** agrees to comply at all times with provisions of the Cooperative Agreement between the USFWS, U.S. Department of the Interior and **Metro**, which appear as Attachment C of this Agreement and by this reference made a part hereof.

5. The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon by Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

6. **Recipient** will document on final products and/or visual presentations that partial funding came from the Greenspaces Program of **Metro** and the USFWS.

7. **Recipient** shall indemnify, protect, defend, and hold harmless **Metro** and its councilors, departments, employees, and agents from any and all claims, suits, or actions of any nature, including, but not limited to, costs and attorney fees, arising out of or related to the activities of **Recipient**, its officers, subcontractors, agents, or employees under this contract. If **Recipient** fails to defend or indemnify, **Metro** may, at its option, bring an action to compel same or undertake its own defense. In either event, **Recipient** shall be responsible for all of **Metro's** costs, expenses, and attorney fees including the reasonable market value of any services provided by **Metro's** employees.

Recipient's indemnification obligations set forth in paragraph 7 shall be subject to, and within the limits of, the Oregon Tort Claims Act, O.R.S. 30.260 to 30.300.

8. Termination for Cause: **Metro** may terminate this Agreement in whole, or in part, at any time prior to the date of completion, whenever **Metro** determines, in its sole direction, that **Recipient** has failed to comply with the condition(s) of this Agreement.

Metro will provide **Recipient** with at least five (5) working days prior written notice of such intent to terminate, the reason(s) for termination, and the effective date of termination. **Recipient** will be allowed such time to tender in writing an acceptable means to avoid the termination and proceed with the project.

Termination will not excuse payment for expenses properly incurred prior to notice of termination, but **Metro** shall not be responsible to **Recipient** for indirect or consequential damages and only to the extent, if any, of federal reimbursement.

9. Termination for Convenience: This Agreement may be terminated in whole, or in part, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions including the effective date and, in the case of partial terminations, the portion or portions to be terminated. The parties shall not incur new obligations after the effective date of termination, and shall cancel as many outstanding obligations as possible. **Metro** shall only be responsible to **Recipient** to the extent, if any, of federal reimbursement.

10. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. **Recipient**, by the signature below of its authorized representative,

hereby acknowledges that *Recipient* has read this Agreement, understand it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

MULTNOMAH COUNTY, OREGON

METRO

By 
H. C. Miggins, Acting Chair

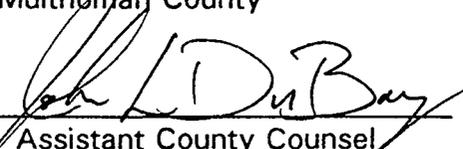
July 29, 1993
Date

Date

Reviewed:

Approved as to Form:

LAURENCE KRESSEL, County Counsel
for Multnomah County

By 
Assistant County Counsel
John/L. DuBay
7/14/93

Date

Date

arb
e:\pd\con\902995
CCCK0368.AGR

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-3 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

Attachment A

Scope of Work

1. The **Recipient's** application for Greenspaces Environmental Education funds (Exhibit 1 attached hereto) to: provide hands-on environmental education and interpretive programs for school children and others at Oxbow Regional Park; train personnel from resource agencies, schools and interested nonprofit groups in how to develop informative, inspiring presentations of ecological concepts. Exhibit 1 outlines the specific tasks to be carried out.

In addition to Exhibit 1, the **Recipient** also agrees:

- a. To make an effort to retain the seasonal naturalist that is cited in the application;
 - b. That an extensive promotional effort be made, so that many parks visitors and school groups will benefit from the seasonal naturalist's involvement;
 - c. That an additional training component be added that would require more participation from project partners, the Bureau of Land Management and The Nature Conservancy, including at least one interagency training session be led by the naturalist and attended by staff members from the partnering agencies (and open to interested educators and citizens).
2. The work activities which are covered under the Greenspaces Education Grant may be carried out during the period: March 15, 1993, to January 15, 1994.
 3. All **Program** tasks and activities funded by the Greenspaces Education Grants are subject to **Metro** and the USFWS audit. **Recipient** agrees to promptly provide **Metro's** Accounting Division with a copy of the subsequent single audit report required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.
 4. **Recipient** agrees to carry out the administrative items outlined in Exhibit 2 attached hereto.

EXHIBIT 1

**METROPOLITAN GREENSPACES EDUCATION GRANT APPLICATION
MULTNOMAH COUNTY PARK SERVICES DIVISION
PROPOSAL FOR SEASONAL NATURALIST POSITION**

PROJECT ABSTRACT

Funds are sought to fund a seasonal naturalist position that will provide hands-on, environmental education and interpretive programs for 2,500 to 3,000 school children and Portland area residents at Greenspace locations on the Sandy River between May 1 and November 1, 1993.

Programs will be personally delivered in the field, make use of Oxbow Regional Park as a living laboratory to teach about ecosystems and watersheds, and develop a more ecologically literate citizenry. Programs will emphasize practicing field observation techniques.

* * * * *

PROGRAM OVERVIEW AND GOALS

Multnomah County Park Services Division has maintained an interpretive and environmental education program since 1985 (the program became year-round in 1989.) The goals of the program read, in part, "increase understanding and appreciation of natural areas, and in so doing, help produce a more environmentally literate citizenry". Programs have focused on many aspects of nature, but primarily on the ecology of old growth forest, wild salmon, and watersheds, native flora and fauna, and field observation techniques. Last year, the overall program reached well over 7,000 people during more than 10,000 contact hours (# of people x program length.)

NEED FOR POSITION

In recent years, the public and school teachers have requested far more programs than our staff (one full-time person) has time to provide, even with the cooperation of staff from partner agencies, student interns and a very limited staff of volunteers. In the spring of 1992 some funds unexpectedly became available in the parks personnel budget. Recognizing the need of the environmental education program, management assigned these funds to hire a seasonal naturalist.

It was expected that this position would be continued, based on program success and attendance. However, due to budget cuts, at present there is only enough budgeted money to fund a much reduced seasonal naturalist position, in spite of the ever-increasing demand for more programs. A grant would allow this position to be funded to the needed level.

It may be perceived that funding this position is "funding part of an already existing program." It is, in fact, not. If this position is funded, the overall program will be different, and better, than what currently exists:

- * More field observation techniques will be incorporated.
- * New programs and techniques will be developed, resulting from the collaboration of two naturalists.
- * More volunteers and teachers will be trained, resulting in a "ripple effect" of more classrooms being taught, and more visits to Greenspaces.
- * With this position, people will be reached that otherwise cannot be contacted. For example, at-risk students involved in the "I Have a Dream Foundation" have already requested field trips in May. For cost efficiency, they must bus a certain number of students. Therefore, these field trips require the services of two naturalists simultaneously. If we cannot employ a seasonal naturalist, we cannot serve this group, and many like it.

Recognizing the success of and need for the environmental education program, management has proposed funding this position in the budget for the 1993/1994 fiscal year, which begins July 1, 1993. The heavy program season (and the need for a seasonal naturalist) begins two months before that, however.

It is important to fund this position NOW because:

** clients are demanding the program NOW. For every opening available in our programs, we have anywhere from two to ten people requesting the opening.

** it is more than likely that continued funding will be available in the future if we can demonstrate steadily increasing growth in program attendance;

** more volunteers and teachers will be trained this year, who will then carry the content of these programs to more members of the community, at other Greenspace and natural area locations.

Last year, a seasonal naturalist with an extraordinary background was hired, and is expecting to return this year. She was able to meet the needs of some of the "overflow" clients, and personally contacted 2,500 people in programs. In addition, she developed two new programs focusing on field observation techniques ("Tracking" and "Nature Observation"). This year we wish to incorporate these techniques into most of the other programs. However, the popularity of the environmental education program is growing so fast that, in spite of the additional help, we again have more requests than we can fulfill.

Many teachers and group leaders have already requested programs for this spring and summer. We expect to serve citizens of the Portland Metro Area (45% of attendance) including students and youth groups (50% of attendance), and at risk youth and physically and mentally challenged people (5% of attendance).

A two-way park radio is needed by the seasonal naturalist position in order to activate the emergency response system should it be necessary. For example, the naturalist frequently takes classrooms of thirty children to a relatively inaccessible location, such as the middle of the old growth forest at Oxbow. Should a child who is allergic to bee stings be stung by a yellowjacket, a life-threatening situation would develop within minutes. Because of this, naturalists are required to wear radios in the field when responsible for members of the public.

PROGRAM PARTNERS

The Bureau of Land Management has committed to assist in funding the needed seasonal naturalist position. In the past the Nature Conservancy has contributed one-third of a four-month naturalist position, to assist in leading old growth tours for students. The National Forest Service has also contributed staff time to lead salmon-viewing walks for students and for the general public.

The Bureau of Land Management and the Nature Conservancy own old growth forest within the Sandy River watershed, and the Forest Service manages anadromous fish runs on the upper Sandy. Educating the public about these resources is a goal for each agency.

The BLM and Forest Service feel it is appropriate to augment the educational effort currently underway at Oxbow Park rather than to duplicate the effort elsewhere, and thus impact other natural sites. Also, they are able to take advantage of the infrastructure and momentum of the County program, which has conducted a public relations program for many years and is well known in the community as an environmental education provider.

METHODS AND EVALUATION

Environmental education and interpretation relates to the MCPSD mission to "know and appreciate the natural resources of Multnomah County." Personally guided, hands on experience is the best way to accomplish this. For the majority of students and adults in attendance, these programs represent their very first experience in an old growth forest or viewing a native run of wild salmon in its natural habitat. Perhaps it will be their only hands-on opportunity to experience these resources.

Our program goal of "helping to produce a more environmentally (ecologically) literate citizenry" will be accomplished through participation in field programs.

These programs also directly support the education goals of the Greenspaces Program. These same programs were promoted through the Greenspaces "Trips into Nature", and were very popular. Invariably there are more people seeking these classes than there are openings available.

Specifically, the seasonal position will lead classes in Nature Observation, Tracking, as well as Salmon Viewing Walks, Watershed Explorations and Old Growth Forest tours for schools, groups and the general public. During a six month period, we expect this position to work with about 1,000 students (kindergarten through college, but mostly upper primary grades), about 300 members of youth groups, and about 1,200 members of the general public.

We expect total contact hours for this position to meet or exceed last years number of 3,750.

The programs teach fundamental observation skills. They teach about watersheds, the needs of wildlife, and how people affect urban wildlife. In particular, the teaching methods used in our program to increase observational skills in the field are not currently being taught in the Portland Metro area.

Program success has been and will be evaluated in several ways:

- * high attendance, and high demand for programs
- * high return rate of participants, year after year
- * high and favorable impact from "word of mouth". Approximately one-third of program participants attend because the program was recommended to them by family or friends.
- * spontaneous complimentary letters and thank you letters.
- * demonstration by participants that they understand program content and have fundamental mastery of the skills (this is determined by the instructor during the program, by observation and questioning).

DISSEMINATION INTO THE COMMUNITY

Virtually every time a person who has never visited Oxbow Park enters the Park for the first time in order to attend one of the interpretive or environmental education programs, support for the Greenspaces Program has been increased in the community.

Page Five

Our spot surveys and records show that virtually every person introduced to the park through these programs returns for repeat visits. Every person attending our programs hears about the Greenspace Program and is shown a copy of the Greenspaces map.

I have spoken with dozens of people who took up a new, outdoor, nature-oriented hobby (birding, "botanizing", boating, tracking) because of their first exposure to it in one of our programs.

Many teachers who have attended training programs at Oxbow now guide their classes on field trips themselves, sometimes in other Greenspace locations.

One entire Boy Scout District in Portland is now trying to get each of their troop leaders trained in our Tracking programs, so the program can be disseminated to 7,000 Boy Scouts.

In addition, (and perhaps most importantly) a seasonal naturalist position will allow the full time naturalist to do more work on an expanded volunteer recruitment and training program. When complete, this program will once again greatly increase contact hours with community members.

IMPLEMENTATION PLAN

WORKPLAN

Task	Person Resp.	Due Date
Schedule school groups for May and June	Scrivens	in progress
With seasonal naturalist, outline calendar of public programs and classes	Scrivens/seas.nat.	April 1
Calendar goes to press	Weatherby/Scrivens	May 1
Seasonal naturalist begins leading school field trips:	seasonal nat.	May 1
Follow schedule outlined below	seas.nat./Scrivens	May-Nov

Metropolitan Greenspaces Education Grant Application

Project Budget

<u>Category</u>	<u>Request</u>	<u>Match</u>	<u>Total</u>
i) Personnel	\$4141.00	\$4122.00	\$8263.00
o) Material and Supplies	\$450.00	\$350.00	\$800.00
e) Rental Fees		\$75.00	\$75.00
l) Professional Services		\$1000.00	\$1000.00
) Volunteer Labor Hours @\$4.75			
) Indirect Costs/Overhead (not grant eligible)		\$326.00 (overhead not calculated)	\$326.00
) Contingency (not grant eligible)			
) Other			
TOTAL FUNDS	\$4591.00	\$5873.00	\$10,464.00

Exhibit 2

The *Recipient* also agrees to:

1. Meet with *Metro* staff monthly to go over the status of the *Project* tasks and budget.
2. Attend a wrap-up meeting following the completion of the environmental education projects in Spring 1994. At this meeting, each project manager will make a presentation on his or her project to the other project managers.
3. Turn in a final report and documentation of the steps and milestones in the *Project* within thirty (30) days of project completion (projects to be completed no later than January 15, 1994).
4. Carry out, with *Metro's* assistance, at least one community/media event to publicize the *Project* and its relationship to the Greenspaces Program.
5. Make good faith efforts when subcontracting out work to contract with women and minority-owned businesses or Disadvantaged Business Enterprises.
6. Carry out the requirements of the federal government, including a Drug Free Work Place (per Attachment C, contract provisions from the USFWS).
7. Agree to bill *Metro* on a quarterly basis or at the end of the *Project* for reimbursement of funds. It may take sixty (60) business days to reimburse grant recipients. *Metro* must request reimbursement from the USFWS before it can pay the grant recipient.

Attachment B

Budget and Method of Payment

1. Funds which are reimbursable shall not exceed FOUR THOUSAND FIVE HUNDRED NINETY-ONE AND NO/100THS DOLLARS (\$4,591.00).
2. A fifty percent (50%) local match is required (cash or in-kind).
3. **Recipient** may bill **Metro** on a quarterly basis or at the completion of the project. It will take approximately sixty (60) business days for **Metro** to transfer funds to the **Recipient**. **Metro** must bill and receive full payment from the USFWS prior to a corresponding payment to **Recipient**.
4. Provide all billings by full completion and submission of the standard Billing Form, Exhibit 3, attached.
5. All payments are subject to **Metro** and the USFWS audits.
6. Promptly provide **Metro's** Accounting Division with a copy of the subsequent single audit report required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

Exhibit 3

BILLING FORM

**Request for Reimbursement
Greenspaces Environmental Grant Program**

Organization: Multnomah County Park Services Division
Address: 1620 S.E. 190th Street, Portland, OR 97230
Phone: _____
Project Title: Seasonal Naturalist Position
Metro Contract No.: 902995
Project Manager: _____

Project Manager Signature

Date

Personnel Costs

1. Describe personnel costs, date(s) services provided and who provided them. Attach receipts.

- Were the personnel services provided by a State of Oregon certified Disadvantaged/Women Owned Enterprise or Minority Business Enterprise?

Yes _____ No _____

Additional comments:

2. Document local match (volunteer hours at \$4.75 per hour, submit your own time sheets).

3. Reimbursement request from Metro (local match must be at least 50 percent of the total requested):

Materials and Supplies

1. Describe the materials and supplies you purchased. Where did you buy them? Attach receipts.

- Did you purchase the materials and supplies from a State of Oregon certified Disadvantaged/Women Owned Enterprise or Minority Business Enterprise?

Yes _____ No _____

Additional comments:

2. Document local match:

3. Reimbursement request from Metro (local match must be at least 50 percent of the total requested):

Equipment Rental

1. Describe the equipment rented and the work done. Who did you rent from? Attach receipts.

- Did you rent the equipment from a State of Oregon certified Disadvantaged/Women Owned Enterprise or Minority Business Enterprise?

Yes _____ No _____

Additional comments:

2. Document local match:

3. Reimbursement request from Metro (local match must be at least 50 percent of the total requested):

Professional Services

1. Describe the service and cost. Who provided the services? Attach receipts.

- Was the service provided by a State of Oregon certified Disadvantaged/Women Owned Enterprise or Minority Business Enterprise?

Yes _____ No _____

Additional comments:

2. Document local match:

3. Reimbursement request of Metro:

Mail this form to: Ellen Lanier-Phelps, Senior Regional Planner
Greenspaces Program
Metro
600 N.E. Grand Avenue
Portland, Oregon 97232
503/797-1750

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Cooperative Agreement
14-16-0001-91551
TIDS # 10120-1-0235
10120-1120
\$567,000

**COOPERATIVE AGREEMENT
between
FISH AND WILDLIFE SERVICE
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
METROPOLITAN SERVICE DISTRICT**

I. Introduction

Natural habitats within our nation's expanding metropolitan areas are rapidly disappearing. There is an urgent need to develop programs which can be quickly implemented to preserve wetlands, stream corridors and similar remaining natural areas within metropolitan settings. The Fish and Wildlife Service is the principal agency through which the Federal government carries out its responsibility to conserve, protect and enhance wildlife and their habitats in urban areas as well as throughout the United States. The Metropolitan Service District is initiating a Greenspaces Program which seeks to develop a regional plan for the preservation, protection, and public acquisition of natural areas, urban wetlands, and stream corridors. Most of the natural areas in the region have been inventoried by the Metropolitan Service District. Demonstration projects, challenge grants, public outreach, and education activities are important components of the Greenspaces Program. Technical and planning studies, and management and finance studies will also be included in the program. To date, the Metropolitan Service District has committed over \$300,000 in funding and in-kind services to development of the Greenspaces Program, and is expected to play a lead role in implementing the program upon completion of plan development.

II. Authorities

The Service enters this agreement pursuant to the authority provided by the Fish and Wildlife Coordination Act (FWCA) of 1958, as amended, 16 U.S.C. Section 661.

III. Purpose

The purpose of this agreement is to complete the inventory of natural resources remaining within the four county Portland Metropolitan area and develop a Regional Plan for the preservation, protection, enhancement, and (where appropriate) the public acquisition of these areas. It will include the development of a Public Outreach and Education Program, Management and Operation Plan for natural areas, and a Financing and Acquisition Plan for implementation. Opportunities will also be sought to cooperatively implement demonstration projects involving the restoration and/or enhancement of important wetland and wildlife habitat areas, streams and riparian corridors.

IV. Term of Agreement.

This agreement is to cover the development of the Greenspace Program as described above, including demonstration projects, and restoration and enhancement grants from January 1, 1991 through September 30, 1992.

These dates have been amended to run into 1994

V. Specific Obligations of the Parties

A. Service's Obligations.

1. The Service will reimburse the Metropolitan Service District in the amount of \$567,000 for the accomplishment of the tasks identified herein as the responsibility of the Metropolitan Service District.
2. The Service will participate on technical and advisory committees, and will provide a staff biologist to participate in the identification of natural areas and the development of recommendations for the conservation, protection and enhancement of those natural areas.
3. The Service will actively seek opportunities to carry-out actions in support of the Greenspaces Program through its ongoing activities, including the review of various Federal programs and plans, and the operation and management of the National Wildlife Refuge System.

B. Metropolitan Service District's Obligations.

1. Metropolitan Service District will furnish materials, equipment, supplies and labor necessary to complete the List of Projects and Activities to be funded as described in Attachment 1.
2. Furnish the Service with quarterly accomplishment reports describing major activities, proposed actions, and problems.
3. Metropolitan Service District may contract with other organizations to conduct specific studies, prepare brochures and maps, design signs, implement demonstration/restoration/enhancement projects, etc. as necessary to complete the tasks described in Attachment 1.

VI. Project Officers

Project Officer for the Service is:

Russell D. Peterson
 U.S. Fish and Wildlife Service
 2600 S.E. 98th Avenue, Suite 100
 Portland, Oregon 97266
 (503) 231-6179

Project Officer for the Metropolitan Service District is:

Mel Huie
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201-5398
(503) 220-1186

VII. Deliverables and Milestones

Provide quarterly reports and draft and final products to the Service.

VIII. Funding

A. The Service will reimburse Metro in the amount of \$567,000 for the work identified in this agreement in accordance with the budget attached hereto and identified as Attachment 1.

Monthly billings and reports should be submitted to the Fish and Wildlife Service as follows:

U.S. Fish and Wildlife Service
Portland Field Station
2600 S.E. 98th Avenue, Suite 100
Portland, Oregon 97266

Each billing must reference Agreement No. 14-16-0001-99551 and TID # 10120-1-0235

IX. Special Terms and Conditions

None

X. General Provisions

The U.S. Fish and Wildlife Service's General Provisions for Grants and Cooperative Agreements, dated August 1, 1985, are applicable to this agreement and are incorporated herein as Attachment 2.

XI. Amendments

Amendments to this agreement may be proposed by either party and shall become effective upon being reduced to a written instrument executed by both parties.

XII. Termination

This project may be terminated under the following conditions:

A. Termination for Cause

The Service may terminate this agreement in full, or in part, at any time before the date of completion, whenever it is determined that the other party has failed to comply with the conditions of this agreement. The Service shall promptly notify the other party in writing of this

determination and the reasons for the termination, together with the effective date. Payments made to any party, or recovery by the Service, under agreements terminated for cause shall be in accord with the legal rights and liabilities of the parties.

B. Termination for Convenience

This agreement may be terminated in whole, or in part, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions including the effective date and, in the case of partial terminations, the portion to be terminated. The parties shall not incur new obligations after the effective date of termination, and shall cancel as many outstanding obligations as possible. The Service shall allow full credit to the other parties for the Federal share of non-cancellable obligations, properly incurred by the other parties prior to termination.

XIII. Certification Regarding A Drug-Free Workplace

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will -

- (1) publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession,

or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) establish a drug-free awareness program to inform such employees about -
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Contractor's policy of maintaining a drug-free workplace;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision:
- (4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will --
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination; or,
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) or this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).).
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the make subject to prosecution under Title 18, United States Code, Section 1001.

XIV. Certification Regarding Lobbying Activities

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, each party hereto has caused this Cooperative Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

FISH AND WILDLIFE SERVICE

By: Martin L. O'Leary Date: March 22, 1991

Title: Regional Director

OTHER PARTY

By: Rena Green Date: 3/22/91
Metropolitan Service District

Title: Executive Officer

SUFFICIENCY REVIEW

By: Lela J. Hanson Date: March 20, 1991

Title: Contracting Officer

GENERAL PROVISIONS

1. DEFINITIONS

Throughout the assistance agreement, the following terms, in so far as they are used, shall have the meanings set forth below:

- a. The term "Head of the Agency" or "Secretary" means the Secretary, or any Assistant Secretary of the United States Department of the Interior; and the term "his duly authorized representative" means any person or persons or Board authorized to act for the head of the Agency or the Secretary.
- b. The term "Department" means the United States Department of the Interior (USDI).
- c. The terms "Agency" or "Service" means the U.S. Fish and Wildlife Service (FWS).
- d. The term "Signing Official" or "SO" means any person authorized to execute the agreement on behalf of the Service and includes, except as otherwise provided in the agreement, the authorized representative of the Signing Official acting within the limits of his authority.
- e. The term "FWS Project Officer" means the SO's authorized representative responsible for the technical administration of the agreement, the evaluation of performance under the agreement, the acceptance of technical reports, and for such other specific responsibilities as may be stipulated in various provisions of the agreement.
- f. The term "Recipient" includes the following:
 - (1) States, local governments or Federally recognized Indian tribal governments as defined in OMB Circular A-102.
 - (2) Nonprofit organizations including public and private institutions of higher education, public and private hospitals and other quasi public and private nonprofit organizations as further described in OMB Circular A-110.
 - (3) Commercial organizations are organizations which are not otherwise included among those specified in OMB Circulars A-102 or A-110; international organizations; or businesses organized for profit.
- g. The term "Grant Agreement" means the legal instrument between the Service and the recipient which provides for the transfer of Federal resources to the recipient to accomplish a public purpose activity for which no substantial involvement between the parties is anticipated during performance.
- h. The term "Cooperative Agreement" means the legal instrument between the Service and the recipient which provides for the transfer of Federal resources to the recipient to accomplish a public purpose activity for which substantial involvement between the parties is anticipated during performance.
- i. The acronym "OMB" means Office of Management and Budget.
- j. The acronym "FAR" means Federal Acquisition Regulations.

2. ALLOWABLE COSTS - [This clause is applicable to all assistance agreements involving the transfer of Federal funds]

- a. Payments up to the amount specified in the assistance agreement shall be made only for costs determined by the SO to be allowable, allocable and reasonable in conducting the work under the agreement in accordance with its terms and with the following cost principles:
 - (1) OMB Circular A-21 shall be applicable to educational institutions.
 - (2) OMB Circular A-87 shall be applicable to state and local governments and federally recognized Indian tribal governments.
 - (3) OMB Circular A-122 shall be applicable to other non-profit organizations.
 - (4) Federal Acquisition Regulations (FAR) 31.2 shall be applicable to all other recipients.
- b. Expenditures requiring prior written approval from the SO are found in the applicable Federal cost principles or FWS policy and are summarized below:
 - (1) Purchase or rental of any item of general purpose equipment having a unit cost of \$300 or more; and all items of office equipment, regardless of cost, if not itemized in the approved budget.

- (2) Purchase or rental of any item of special purpose equipment having a unit cost of \$1,000 or more if not itemized in the approved budget.
- (3) Insurance on Federal government-owned equipment unless required or approved and maintained under the terms of the agreement.
- (4) Personnel movement of a special or mass nature not itemized in the approved budget.
- (5) Foreign travel (each separate trip).
- (6) Domestic travel when not included in the approved budget and when the cumulative travel expenditures will exceed the approved travel budget by \$500 or 25 percent, whichever is greater.
- (7) Expenditures for consultant services not itemized in the approved budget.
- (8) Subcontracts not itemized in the approved budget.
- (9) Expenditures for the purchase or lease of any interest in real property.

c. The FWS may provide in advance for scheduled apparent allowable costs to be incurred or will reimburse apparent allowable costs accrued by the recipient up to the maximum amount of the Federal assistance payable for the period of performance. However, such provision of any cost pursuant to the clause shall not constitute a final determination by FWS of the allowability of such cost and shall not constitute a waiver of any violation of the terms of the assistance agreement committed by the recipient. FWS shall make a final determination as to allowability only after final audit is completed, if required, or at the time of final payment.

3. PAYMENT REQUIREMENTS - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving the transfer of Federal funds]

a. Payments can be made to recipients through a letter-of-credit, an advance by Treasury check, or a reimbursement by Treasury check. The following definitions apply for the purpose of this clause:

- (1) Letter-of Credit - A letter-of-credit is an instrument certified by an authorized official of a Federal sponsoring agency that authorizes a recipient to draw funds when needed from the Treasury, through a Federal Reserve bank and the recipient's commercial bank, in accordance with the provisions of Treasury Circular No. 1075, as revised.
- (2) Advance by Treasury check - An advance by Treasury check is a payment made by a Treasury check to a recipient upon its request before outlays are made by the recipient, or through the use of predetermined payment schedules.
- (3) Reimbursement by Treasury check - A reimbursement by Treasury check is a Treasury check paid to a recipient upon request for reimbursement from the recipient.

b. Except for construction grants and other construction agreements for which optional payment methods are authorized, as described in paragraph d, the letter-of-credit method shall be used by FWS if all of the following conditions exist:

- (1) If there is or will be a continuing relationship between a recipient and FWS for at least a 12-month period and the total amount of advance payments expected to be received within that period from FWS is \$120,000 or more as prescribed by Treasury Circular No. 1075.
- (2) If the recipient has established or demonstrated to FWS the willingness and ability to maintain procedures that will minimize the time elapsing between the transfer of funds and their disbursement by the recipient.
- (3) If the recipient's financial management system meets the prescribed standards for fund control and accountability.

c. The method of advancing funds by Treasury check shall be used in accordance with the provisions of Treasury Circular No. 1075, when the recipient meets all of the requirements specified in paragraph b. above, except those in subparagraph b.1.

d. The reimbursement by Treasury check method shall be the preferred method if the recipient does not meet the requirements specified in subparagraphs b.2. and b.3. above. FWS may require that this method be used on any construction project, or if the major portion of the program is accomplished through private market financing or Federal loans, and the Federal assistance constitutes a minor portion of the program. When the reimbursement method is used, FWS shall make payment within 30 days after receipt of the billing, unless the billing is improper. With respect to subcontractors, recipients shall not be reimbursed for amounts that are to be withheld to assure satisfactory completion of the work. These amounts will be paid when recipients make final payment including amounts withheld.

e. When the letter-of-credit procedure is used, the recipient shall be issued one consolidated letter-of-credit whenever possible to cover anticipated cash needs for all grants and other agreements awarded by FWS. Likewise, to the extent possible, when the advance by Treasury check method is used, advances should be consolidated (pooled) for all grants and other agreements made by FWS.

f. FWS shall not withhold payments for proper charges made by recipients at any time during the project or program period unless (a) a recipient has failed to comply with the program objectives, award conditions, or Federal reporting requirements; or (b) the recipient is indebted to the United States, and collection of the indebtedness will not impair accomplishment of the objectives of a project or program sponsored by the United States.

Under such conditions, FWS may, upon reasonable notice, inform the recipient that payments will not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

4. BONDING AND INSURANCE - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving the performance of construction or facility improvements]

a. Except as otherwise required by law, a grant or other agreement that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, FWS may accept the bonding policy and requirements of the grantee provided FWS has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to the percent of the bid price - The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price - A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price - A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

b. Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, FWS, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the Federal Government.

c. FWS may require adequate fidelity bond coverage where the recipient has no coverage and the bond is needed to protect the Government's interest.

d. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

5. CASH DEPOSITORIES - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving the advancement of Federal funds]

a. If funds are to be advanced under a letter-of-credit agreement with the recipient which provides that draw downs will be made when the recipient's checks are presented to the bank for payment, the recipient shall establish a separate bank account as the depository for such funds.

b. Any moneys advanced to a recipient which are subject to the control or regulation of the United States or any of its officers, agents or employees (public moneys as defined in Treasury Circular No. 176, as amended) must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.

c. Consistent with the national goal of expanding the opportunities for minority business enterprises, recipients and subcontractors are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members).

6. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements with primary recipients and to grants or other agreements awarded by the primary recipients to subrecipients performing substantive work].

a. Financial records, supporting documents, statistical records, and all other records pertinent to an agreement shall be retained for a period of 3 years, with the following qualifications:

- (1) If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with Federal funds shall be retained for 3 years after its final disposition.
- (3) When records are transferred to or maintained by FWS, the 3-year retention requirement is not applicable to the recipient.

b. The retention period starts from the date of the submission of the final expenditure report or final payment, whichever occurs last.

c. Recipient organizations may be authorized by FWS, to substitute microfilm copies in lieu of original records.

d. FWS shall request transfer of certain records to its custody from recipient organizations when it determines that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, FWS may make arrangements with recipient organizations to retain any records that are continuously needed for joint use.

e. The Director of FWS and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient organization and their subrecipients to make audits, examinations, excerpts and transcripts.

7. PROGRAM INCOME - (OMB Circulars A-102/A110) - [This clause is applicable if program income, as defined below, is anticipated from projects financed in whole or in part with Federal funds]

a. Recipient organizations shall account for program income resulting from projects financed in whole or in part with Federal funds. Program income represents gross income earned by the recipient from the federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

b. Interest earned on advances of Federal funds shall be remitted to FWS except for interest earned on advances to States or instrumentalities of a State as provided by the Intergovernmental Cooperation Act of 1968 (Public Law 90-577) and tribal organizations pursuant to sections 102, 103, or 104 of the Indian Self Determination Act (Public Law 93-638).

c. Proceeds from the sale of real and personal property either provided by the Federal Government or purchased in whole or in part with Federal funds, shall be handled in accordance with the clause entitled Property Management Standards.

d. Unless the agreement provides otherwise, recipients shall have no obligation to the Federal Government with respect to royalties received as a result of copyrights or patents produced under the grant or other agreement.

e. All other program income earned during the project period shall be retained by the recipient and, in accordance with the grant or other agreement, shall be:

- (1) Added to funds committed to the project by FWS and recipient organization and be used to further eligible program objectives;
- (2) Used to finance the non-Federal share of the project when approved by FWS; or
- (3) Deducted from the total project costs in determining the net costs on which the Federal share of costs will be based.

f. State, local or Federally recognized Indian tribal governments shall record the receipt and expenditure of revenues (such as taxes, special assessments, levies, fines, etc.) as a part of project transactions when such revenues are specifically earmarked for a project in accordance with assistance agreements.

8. COST SHARING AND MATCHING - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements if the recipient, subrecipient or third parties are required to make cash or in-kind contributions to satisfy cost sharing and matching requirements of the FWS]

a. The following definitions apply for the purpose of this clause:

(1) Project costs - Project costs are all allowable costs (as set forth in the applicable Federal cost principles) incurred by a recipient and the value of the in-kind contributions made by the recipient or third parties in accomplishing the objectives of the grant or other agreement during the project or program period.

(2) Cost sharing and matching - In general, cost sharing and matching represent that portion of project or program costs not borne by the Federal Government. Any minimum percentage for matching share provided by program legislation and matching share requirements are included in the assistance agreement.

(3) Cash contributions - Cash contributions represent the recipient's cash outlay, including the outlay of money contributed to the recipient by non-Federal third parties. When authorized by Federal legislation, Federal funds received from other grants or other agreements may be considered as grantees' cash contributions.

(4) In-kind contributions - In-kind contributions represent the value of noncash contributions provided by the recipient and non-Federal third parties. Only when authorized by Federal legislation, may property purchased with Federal funds be considered as the recipient's in-kind contributions. In-kind contributions may be in the form of charges for real property and non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

b. General guidelines for computing cost sharing or matching are as follows:

(1) Cost sharing or matching may consist of:

(a) Charges incurred by the recipient as project costs. (Not all charges require cash outlays by the recipient during the project period; examples are depreciation and use charges for buildings and equipment.)

(b) Project costs financed with cash contributed or donated to the recipient by other non-Federal public agencies and institutions, and private organizations and individuals, and

(c) Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.

(2) All contributions, both cash and in-kind shall be accepted as part of the recipient's cost sharing and matching when such contributions meet all of the following criteria:

(a) Are verifiable from the recipient's records;

(b) Are not included as contributions for any other Federally-assisted program;

(c) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(d) Are types of charges that would be allowable under the applicable cost principles;

(e) Are not paid by the Federal Government under another assistance agreement (unless the agreement is authorized by Federal law to be used for cost sharing or matching);

(f) Are provided for in the approved budget when required by the Federal agency; and

(g) Conform to other provisions of this clause.

c. Values for recipient in-kind contributions will be established in accordance with the applicable cost principles.

d. Specific procedures for the recipients in establishing the value of in-kind contributions from non-Federal third parties are set forth below.

(1) Valuation of volunteer services - Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.

(a) Rates for volunteer services - Rates for volunteers should be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates should be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved.

(b) Volunteers employed by other organizations - When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are in the same skill for which the employee is normally paid.

(2) Valuation of donated, expendable personal property - Donated, expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost or matching share should be reasonable and should not exceed the market value of the property at the time of the donation.

(3) Valuation of donated, nonexpendable personal property, buildings, and land or use thereof.

(a) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant or other agreement as follows:

(i) If the purpose of the grant or other agreement is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

(ii) If the purpose of the agreement is to support activities that require the use of equipment, buildings or land, depreciation or use charges to charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that the FWS has approved the charges.

(b) The value of donated property will be determined in accordance with the usual accounting policies of the recipient with the following qualifications:

- (i) Land and buildings - The value of donated land and buildings may not exceed its fair market value at the time of donation to the recipient as established by an independent appraiser (e.g., certified real property appraiser or GSA representatives) and certified by a responsible official of the recipient.
- (ii) Nonexpendable personal property - The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.
- (iii) Use of space - The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal or comparable space and facilities in a privately-owned building in the same locality.
- (iv) Loaned equipment - The value of loaned equipment shall not exceed its fair rental value.

e. The following requirements pertain to the recipient's supporting records for in-kind contributions from non-Federal third parties:

- (1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.
- (2) The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.

9. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving the transfer of Federal funds]

a. Recipient's financial management systems shall provide for:

- (1) Accurate, current and complete disclosure of the financial results of each Federally sponsored project or program in accordance with the reporting requirements set forth in the clause entitled Financial Reporting Requirements.
- (2) Records that identify adequately the source and application of funds for Federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays and income.
- (3) Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (4) Comparison of actual outlays with budget amounts for each grant or other agreement.
- (5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by FWS. When advances are made by a letter-of-credit method, the recipient shall make drawdowns as close as possible to the time of making disbursements. Advances made by primary recipient organizations (those which receive payments directly from FWS) to subrecipients shall conform substantially to the same standards of timing and amount as apply to advances by FWS to primary recipient organizations.
- (6) Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.
- (7) Accounting records that are supported by source documentation.
- (8) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

b. Primary recipients shall require subrecipients to adopt the standards in paragraph a. above except for the requirement in paragraph a.(1) regarding reporting forms and frequencies prescribed in the clause entitled Financial Reporting Requirements.

10. FINANCIAL REPORTING REQUIREMENT - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving the transfer of Federal funds]

a. The following definitions apply for purposes of this clause:

- (1) Accrued expenditures - Accrued expenditures are the charges incurred by the recipient during a given period requiring the provision of funds for: (a) goods and other tangible property received; (b) services performed by employees, contractors, subrecipients, and other payees, and (c) other amounts becoming owed under programs for which no current services or performance is required.

(2) Accrued income - Accrued income is the sum of (a) earnings during a given period from (i) services performed by the recipient; and (ii) goods and other tangible property delivered to purchasers; and (b) amounts becoming owed to the recipient for which no current services or performance is required by the recipient.

(3) Federal funds authorized - Federal funds authorized are the total amount of Federal funds obligated by FWS for use by the recipient. This amount may include any authorized carryover of unobligated funds from prior fiscal years when permitted by law or FWS regulation.

(4) In-kind contributions - In-kind contributions are defined in the clause entitled Cost Sharing and Matching.

(5) Obligations - Obligations are the amounts of orders placed, contracts and grants awarded, services received, and similar transactions during a given period that will require payment by the recipient during the same or a future period.

(6) Outlays - Outlays or expenditures represent charges made to the project or program. They are to be reported on an accrual basis. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received for services performed by employees, contractors, subrecipients and other payees and other amounts becoming owed under programs for which no current services or performance are required.

(7) Program income - Program income is defined in the clause entitled Program Income. It is to be reported on an accrual basis.

(8) Unobligated balance - The unobligated balance is the portion of the funds authorized by FWS that has not been obligated by the recipient and is determined by deducting the cumulative obligations from the cumulative funds authorized.

(9) Unliquidated obligations - For reports prepared on an accrued expenditure basis, unliquidated obligations represent the amount of obligations incurred by the recipient for which an outlay has not been recorded.

b. The recipient shall utilize the following forms for reporting financial information:

(1) Financial Status Report (SF-269) - For all non-construction projects, the recipient shall submit an original and two copies of this report 30 days after the completion of each quarter of the project with the exception that the final Financial Status Report shall be due 90 days after project completion. Extensions to reporting due dates may be granted upon request. The report shall be on an accrual basis; however, if the recipient's accounting records are not normally kept on the accrual basis, the recipient shall not be required to convert its accounting system, but shall develop such information through best estimates based on an analysis of the documentation on hand.

(2) Federal Transactions Report (SF-272) - In the event funds are advanced to recipients, the recipient shall submit an original and two copies of a Federal Cash Transaction Report 15 days following the end of each quarter.

c. The recipient shall utilize the following forms for requesting advances and reimbursements:

(1) Request for Advance or Reimbursement (SF-270) - For all non-construction projects when a letter of credit is not used, the recipient shall submit an original and two copies of this form on a monthly basis.

(2) Outlay Report and Request for Reimbursement for Construction Programs (SF-271) - For all construction projects when a letter of credit has not been authorized, the recipient shall submit an original and two copies of this form on a monthly basis.

d. When the FWS needs additional information in using these forms or more frequent reports, the following shall be observed:

(1) When additional information is needed to comply with legislative requirements, FWS shall issue instructions to require recipients to submit such information under the "Remarks" section of the reports.

(2) When necessary to meet specific program needs, FWS shall submit the proposed reporting requirements to the Financial Management Branch, Budget Review Division, Office of Management and Budget for approval prior to submission of the reports for clearance under the provisions of 5 CFR Part 1320.

(3) When FWS has determined that a recipient's accounting system does not meet the requirements contained in the clause entitled Standards for Financial Management Systems, additional pertinent information to further monitor grants and other agreements may be obtained upon written notice to the recipient until such time as the system is brought up to standard.

e. FWS shall reserve the option of shading out any line item on any report that is unnecessary for decision-making purposes.

- f. FWS shall accept the identical information from the recipients in machine useable format or computer printouts in lieu of prescribed formats.
- g. FWS may provide computer outputs to recipients when it will expedite or contribute to the accuracy of reporting.

11. MONITORING AND REPORTING PROGRAM PERFORMANCE - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements]

- a. Recipients shall monitor the performance under grants and other agreements and, where appropriate, ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. This review shall be made for each program, function, or activity of each agreement as set forth in the approved application or award document.
- b. Recipients shall submit a performance report (technical report) for each agreement that briefly presents the following information for each program, function, or activity involved:
 - (1) A comparison of actual accomplishments with the goals established for the period, the findings of the investigator, or both. If the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
 - (2) Reasons why established goals were not met.
 - (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- c. Recipients shall submit the performance or technical reports quarterly with the Financial Status Report (or Request for Advance or Reimbursement if used in lieu of the Financial Status Report); the final technical or performance report shall be submitted 90 days after completion of the project.
- d. Between the required performance reporting dates, events may occur that have significant impact upon the project or program. In such instances, the recipient shall inform the SO as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Federal assistance needed to resolve the situation.
 - (2) Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
- e. If any performance review conducted by the recipient discloses the need for change in the budget estimates, the recipient shall submit a request for budget revision.

12. REVISION OF FINANCIAL PLANS (OMB Circulars A-102/A-110) [This clause is applicable to all assistance agreements involving the transfer of Federal funds]

- a. The financial plan is the financial expression of the project or program as approved during the application and/or award process. It may include both the Federal and non-Federal share. It should be related to performance for program evaluation purposes whenever appropriate and required.
- b. For nonconstruction awards, recipients shall immediately request approvals from Federal sponsoring agencies when there is reason to believe that a revision will be necessary for the following reasons:
 - (1) Changes in the scope or the objective of the project or program.
 - (2) The need for additional Federal funding.
 - (3) The transfer of amounts budgeted for indirect costs to absorb increases in direct costs or vice versa.
 - (4) The expenditures require approval in accordance with the applicable provisions of OMB Circular A-21, "Cost Principles for Educational Institutions;" OMB Circular A-87, "Cost Principles for State and Local Governments;" OMB Circular A-122, "Cost Principles for Non Profit Organizations;" or Federal Acquisition Regulations (FAR), 31.2, "Cost Principles...with Commercial Organizations."
 - (5) Recipients plan to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.

c. None of the substantive programmatic work under a grant or other agreement may be subcontracted or transferred without prior approval of FWS. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

d. The recipient may not transfer funds among direct cost categories for awards in which the Federal share exceeds \$100,000 when the cumulative amount of such transfers exceeds or is expected to exceed 5 percent of the total budget as last approved. The same criteria shall apply to the cumulative amount of transfer among programs, functions, and activities when budgeted separately for an award, except that the FWS shall permit no transfer that would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended.

e. For construction awards, recipients shall request prior approvals promptly from FWS for budget revisions wherever:

(1) The revision results from changes in the scope or the objective of the project or program, and

(2) The revision increases the budget amounts of Federal funds needed to complete the project.

f. When a grant or other agreement provides support for both construction and nonconstruction work, the recipient shall request approval from FWS prior to making any fund or budget transfers between the two types of work supported.

g. For both construction and nonconstruction awards, the recipients shall notify the FWS promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient by more than \$5,000 or 5 percent of the Federal award, whichever is greater.

h. When requesting approval for budget revisions, recipients shall use either the budget forms that were used in the application or a letter detailing the revisions.

i. Within 30 calendar days from the date of receipt of the request for budget revisions, FWS shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, FWS shall inform the recipient in writing of the date when the recipient may expect the decision.

j. FWS shall not be obligated to reimburse the recipient for outlays (costs) in excess of the Federally funded amount of the assistance agreement unless and until the SO executes a modification which increases the Federally funded amount. The Federally funded amount is the amount obligated under the agreement which may be less than or equal to the budgeted Federal share of the agreement.

13. CLOSEOUT PROCEDURES - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements]

a. The following definitions shall apply for the purpose of this clause.

(1) Closeout - The closeout of a grant or other agreement is the process by which a FWS determines that all applicable administrative actions and all required work of the agreement have been completed by the recipient and the FWS.

(2) Date of completion - The date of completion is the date on which all work under the grant or other agreement is completed or the date on the award document, or any supplement or amendment thereto, on which FWS sponsorship ends.

(3) Disallowed costs - Disallowed costs are those charges to a grant or other agreement that the FWS or its representative determines to be unallowable, in accordance with the applicable Federal cost principles or other conditions contained in the agreements.

b. The parties shall close out assistance agreements in accordance with the following procedures:

(1) Upon request, FWS shall make prompt payments to a recipient for allowable reimbursable costs under the grant or other agreement being closed out.

(2) The recipient shall immediately refund any balance of unobligated (unencumbered) cash that FWS advanced or paid and that is not authorized to be retained by the recipient.

(3) The FWS shall obtain from the recipient within 90 calendar days after the date of completion of the agreement all financial, performance, and other reports required as the condition of the agreement. The agency may grant extensions when requested by the recipient.

(4) When authorized by the grant or other agreement, FWS shall make a settlement for any upward or downward adjustments to the Federal share of costs after these reports are received.

(5) The recipient shall account for any property acquired with Federal funds, or received from the Government in accordance with the provisions of the clause entitled Property Management Standards.

(6) In the event a final audit has not been performed prior to the closeout of the grant or other agreement, FWS shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

(7) The recipient shall complete and submit a final report in compliance with the clause entitled Standard Patent Rights within 90 calendar days after the date of completion. The form used shall be Department of the Interior (DI) Form 1216, entitled "Summary Report of Inventions and Subcontracts".

14. SUSPENSION AND TERMINATION PROCEDURES - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements]

a. The following definitions shall apply for the purpose of this clause.

(1) Termination - The termination of a grant or other agreement means the cancellation of Federal sponsorship, in whole or in part under an agreement at any time prior to the date of completion.

(2) Suspension - The suspension of a grant or other agreement is an action by FWS that temporarily suspends Federal sponsorship, pending corrective action by the recipient or pending a decision to terminate the grant or other agreement by FWS.

b. If the recipient fails to comply with the terms of the grant or other agreement, the SO may, on reasonable notice to the recipient, suspend the grant or other agreement, and withhold further payments and prohibit the recipient from incurring additional obligations of funds, pending corrective action by the recipient; or decide to terminate in accordance with paragraph c. All necessary and proper costs that the recipient could not reasonably avoid during the period of suspension shall be allowed provided that they meet the provisions of the applicable cost principles.

c. This grant or other agreement may be terminated as follows:

(1) Termination for cause - The SO may terminate any grant or other agreement in whole or in part at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the conditions of the agreement. The SO shall promptly notify the recipient in writing of the determination and the reasons for the termination, together with the effective date. The recipient shall not incur new obligations after the effective date of the termination notice and shall cancel as many outstanding obligations as possible. Payments made to recipients or recoveries by FWS under grants or other agreements terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

(2) Termination for convenience - Grants and other agreements may be terminated in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. In the event that both parties cannot agree, the SO reserves the right to unilaterally terminate the assistance agreement for the Government's convenience. The recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The SO shall allow full credit to the recipient for the Federal share of the noncancellable obligations, properly incurred by the recipient prior to termination.

d. The parties shall promptly settle the terminated agreement in accordance with the applicable requirements of the clause entitled Close Out Procedures. In addition, the parties shall execute a modification setting forth the terms and conditions of the final settlement as a result of the termination of the agreement.

15. PROPERTY MANAGEMENT STANDARDS - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving government-furnished property or recipient-acquired property for which the costs will be reimbursed by the FWS]

a. The recipient and approved subrecipients shall observe the standards governing the management of property prescribed by this clause. The recipient may use its own property management standards and procedures provided it observes the provisions of this clause.

b. The following definitions apply for the purpose of this clause:

(1) Real property - Real property means land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

(2) Personal property - Personal property of any kind except real property. It may be tangible--having physical existence, or intangible--having no physical existence, such as patents, inventions and copyrights.

(3) Nonexpendable personal property - Nonexpendable personal property means tangible personal property having a useful life of more than 1 year and an acquisition cost of \$300 or more per unit except that recipients subject

to Cost Accounting Standards Board regulations may use the CASB standard of \$500 per unit and useful life of 2 years. A recipient may use its own definition of nonexpendable personal property provided that the definition would at least include all tangible personal property as defined above.

(4) Expendable personal property - Expendable personal property refers to all tangible personal property other than nonexpendable property.

(5) Excess property - Excess property means property under the control of an Federal agency that, as determined by the head thereof, is no longer required for its needs or the discharge of its responsibilities.

(6) Acquisition cost of purchased nonexpendable personal property - Acquisition cost of an item of purchased nonexpendable personal property means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property useable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the recipient's regular accounting practices.

(7) Exempt property - Exempt property means tangible personal property acquired in whole or in part with Federal funds, and title to which is vested in the recipient without further obligation to the Federal Government except as provided in subparagraph f.(1) below. Such unconditional vesting of title will be pursuant to any Federal legislation that provides FWS with adequate authority.

c. If real property is acquired as a requirement of this grant or other agreement, the following shall apply:

(1) Title to real property shall vest in the recipient subject to the condition that the recipient shall use the real property for the authorized purpose of the project, as long as it is needed.

(2) The recipient shall obtain FWS approval for the use of real property in other projects when the recipient determines that the property is no longer needed for the purpose of the original project. Use in other projects shall be limited to those under other Federally sponsored projects (i.e., grants or other agreements) or programs that have purposes consistent with those authorized for support by FWS.

(3) When the real property is no longer needed as provided in (1) and (2) above, the recipient shall request disposition instructions from FWS or its successor Federal sponsoring agency.

d. Federally-owned nonexpendable personal property - Title to Federally-owned property remains vested in the Federal government. Recipients shall submit annually an inventory listing of Federally-owned property in their custody to FWS. Upon completion of the agreement or when the property is no longer needed, the recipient shall report the property to FWS for further agency utilization.

e. Exempt property - When statutory authority exists, (e.g., P.L. 95-224) title to nonexpendable personal property acquired with project funds, shall be vested in the recipient upon acquisition unless it is determined that to do so is not in furtherance of the objectives of the FWS. When title is vested in the recipient, the recipient shall have no other obligation or accountability to the Federal government for its use or disposition except as provided in f.(1) below.

f. Other nonexpendable property - When other nonexpendable tangible personal property is acquired by a recipient with project funds, title shall not be taken by the Federal government but shall vest in the recipient subject to the following conditions:

(1) Right to transfer title - For items of nonexpendable personal property having a unit acquisition cost of \$1,000 or more, FWS reserves the right to transfer the title to the Federal government or to a third party.

(2) Use of other tangible nonexpendable property for which the recipient has title.

(a) The recipient shall use the property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original project or program, the recipient shall use the property in connection with its other Federally sponsored activities, in the following order of priority: (i) activities sponsored by the FWS; and (ii) activities sponsored by other Federal agencies.

(b) Shared use - During the time that nonexempt nonexpendable personal property is held for use on the project or program for which it was acquired, the recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the property was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by FWS; second preference shall be given to projects or programs sponsored by other Federal agencies. If the property is owned by the Federal government, use on other activities not sponsored by the Federal government shall be permissible if authorized by FWS. User charges shall be considered if appropriate.

(3) Disposition of other nonexpendable property - When the recipient no longer needs the property as provided in f(2) above, the property may be used for other activities in accordance with the following standards:

(a) Nonexpendable property with a unit acquisition cost of less than \$1,000 - The recipient may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Nonexpendable personal property with a unit acquisition cost of \$1,000 or more - The recipient may retain the property for other uses provided that compensation is made to FWS. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the recipient has no need for the property and the property has further use value, the recipient shall request disposition instructions from FWS.

(4) Property management standards for nonexpendable property - The recipient's property management standards for nonexpendable personal property shall include the following procedural requirements:

(a) Property records shall be maintained accurately and shall include:

- (i) A description of the property.
- (ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
- (iii) Source of the property, including grant or other agreement number.
- (iv) Whether title vests in the recipient or the FWS;
- (v) Acquisition date (or date received, if the property was furnished by the FWS) and cost.
- (vi) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired. (Not applicable to property furnished by the FWS).
- (vii) Location, use and condition of the property and the date the information was reported.
- (viii) Unit acquisition cost.
- (ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the FWS for its share.

(b) Property owned by the FWS must be marked to indicate Federal ownership.

(c) A physical inventory of property shall be taken and the results reconciled with the property records at least once every 2 years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.

(d) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented; if the property was owned by the Federal Government, the recipient shall promptly notify FWS.

(e) Adequate maintenance procedures shall be implemented to keep the property in good condition.

(f) Where the recipient is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.

g. Expendable personal property - Title to expendable personal property shall vest in the recipient upon acquisition. If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the grant or other agreement, and the property is not needed for any other Federally sponsored project or program, the recipient shall retain the property for use on non Federally sponsored activities, or sell it, but must in either case, compensate FWS for its share. The amount of compensation shall be computed in the same manner as nonexpendable personal property.

h. Intangible property.

(1) Inventions and patents - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Federal government, such fact shall be promptly and fully reported to FWS. Unless there is a prior agreement between the recipient and FWS on disposition of such items, the FWS shall determine whether protection on the invention or discovery shall be sought. FWS will also determine how the rights in the invention or discovery--including rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with current Government Patent Policy.

(2) Copyrights - Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a Federal agreement, but FWS shall reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

i. Excess personal property - When title to excess property is vested in recipients, such property shall be accounted for and disposed of in accordance with disposition instructions from FWS.

16. PROCUREMENT STANDARDS - (OMB Circulars A-102/A-110) - [This clause is applicable to all assistance agreements involving recipient procurement of supplies, equipment, construction or other services and reimbursement with Federal funds]

a. The standards contained in this clause do not relieve the recipient of the contractual responsibilities arising under its contracts. The recipient is the responsible authority, without recourse to FWS regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a grant or other agreement. These include disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law are to be referred to such local, State or Federal authority as may have property jurisdiction.

b. Recipients may use their own procurement policies and procedures. However, all recipients shall adhere to the standards set forth in this clause and applicable Federal law.

c. Code of conduct - The recipient shall maintain a code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents, or by contractors or their agents.

d. Procurement transactions - All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeree whose bid/offer is responsive to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeree must fulfill in order for his bid/offer to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

e. Procurement procedures - All recipients shall establish procurement procedures that provide for, at a minimum, the following procedural requirements.

(1) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Consideration should be given to consolidation or breaking out to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine which would be the most economical, practical procurement.

(2) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other salient requirements of a procurement, and when so used the specific features of the named brand which must be met by bidders/offerees shall be clearly specified.

(3) Positive efforts shall be made by the recipients to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing Federal funds.

(4) The type of procuring instruments used, e.g., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(5) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

(6) Review and approval by the SO of the recipient's proposed contracts and related procurement documents is required when the procurement is: (a) expected to exceed \$10,000 and is to be awarded without competition or only one offer is received, (b) expected to exceed \$10,000 and specifies a "brand name" product, or (c) the recipient's procurement procedures or operations fail to comply with this clause. The provisions of this subparagraph are waived in the event the recipient's procurement system has been certified in accordance with the Office of Federal Procurement Policy.

(7) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability. Costs or prices based on estimated costs for subcontract under the grant or other agreement shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with applicable cost principles.

(8) Procurement records and files for purchases in excess of \$10,000 shall include the following:

- (a) Basis for contractor selection;
- (b) Justification for lack of competition when competitive bids or offers are not obtained;
- (c) Basis for award cost or price.

(9) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract, and to ensure adequate and timely followup of all purchases.

f. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

(1) It is national policy to award a fair share of contracts to small and minority business firms, women-owned businesses and labor surplus area firms. The recipient agrees to use its best efforts to carry out this policy in the award of subcontracts or other agreements to the fullest extent consistent with the efficient performance of this assistance agreement.

(2) Definitions

(a) The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.

(b) The term minority firm ("small business concern owned and controlled by socially and economically disadvantaged individuals") shall mean a small business concern:

- (i) which is a least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
- (ii) whose management and daily business operations are controlled by one or more of such individuals.

The recipient shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

(c) A "woman-owned business" concern means a business that is a least 51 percent owned by a woman or women that also control and operate it. "Control" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

(d) The term "labor surplus area concern" means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

(3) Accordingly, recipients shall take steps to assure that such preference firms are utilized when possible as sources of suppliers, equipment, construction and services. Affirmative steps shall include the following:

- (a) Including qualified small and minority businesses on solicitation lists.
- (b) Assuring that small and minority businesses are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum small and minority business participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
- (e) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, the Community Services Administration, the Office of Small and Disadvantaged Business Utilization of the Department of the Interior, and Business Utilization and Development Specialists of the U.S. Fish and Wildlife Service.

If any subcontracts are to be let, requiring the prime contractor to also take the affirmative steps in a through e above.

- (4) Recipients shall take similar appropriate affirmative action in support of women's business enterprises.
- (5) Recipient's are encouraged to procure goods and services from labor surplus areas.
- (6) Where opportunities for subcontracting or other subagreements exist, the recipient shall submit a completed Department of the Interior (DI-1925) Minority Business Utilization Report within 10 days after the end of each fiscal year quarter. One copy shall be provided to each of the following addresses:

Business Utilization Development Specialist
Division of Contracting and General Services (CGS)
U.S. Fish and Wildlife Service
Room 821, Riddell Building
18th & C Streets, NW
Washington, D. C. 20240

Director, Office of Small and Disadvantaged Business Utilization
Office of the Secretary
U.S. Department of the Interior
18th & C Streets, NW
Washington, D. C. 20240

The requirement for submission of this form is a result of the U.S. Department of the Interior's implementation of Executive Order 12432, dated July 14, 1983, entitled "Minority Business Enterprise Development."

g. Contract provisions - The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. These provisions shall also be applied to subcontracts.

- (1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.
- (2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which the termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- (3) In all contracts for construction or facility improvement awarded for more than \$100,000, recipients shall observe the bonding requirements provided in the clause entitled Bonding and Insurance.
- (4) All contracts awarded by recipients and their contractors or subgrantees having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).
- (5) All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FWS.
- (6) When required by the Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the SO.
- (7) When required by the Federal program legislation, recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous

or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

(8) Contracts or agreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or contracts in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract or agreement are subject to the regulations issued by FWS and the recipient.

(9) All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FWS, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. Recipients shall require contractors to maintain all required records for 3 years after the recipient makes final payment and all pending matters are closed.

(10) Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to FWS and the regional office of the Environmental Protection Agency.

(11) Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163)

h. If the recipient is a State or local government or other entity as defined in OMB Circular A-102, it shall adhere to the following additional provisions:

In order to foster greater economy and efficiency, recipients are encouraged to enter into State and local intergovernmental agreements for procurements or use of common goods and services.

Procurements shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) competitive sealed bids (formal advertising); (c) competitive negotiation; (d) noncompetitive negotiation.

(1) Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$10,000. Recipients shall comply with State or local small purchase dollar limits under \$10,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

(a) In order for formal advertising to be feasible, appropriate conditions must be present, including, as a minimum, the following:

- (i) A complete, adequate and realistic specification or purchase description is available.
- (ii) Two or more responsible suppliers are willing and able to compete effectively for the recipient's business.
- (iii) The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

(b) If formal advertising is used for a procurement under a grant or other agreement, the following requirements shall apply:

- (i) A sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. In addition, the invitation shall be publicly advertised.
- (ii) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
- (iii) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- (iv) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the grantee indicates that such discounts are generally taken.
- (v) Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

(3) In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant or other agreement, the following requirements shall apply:

(a) Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.

(b) The Request for Proposal shall identify all significant evaluation factors, including price or cost where required and their relative importance.

(c) The recipient shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

(d) Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.

(e) Recipients may utilize competitive negotiation procedures for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

(4) Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising), or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

(a) The item is available only from a single source;

(b) Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation;

(c) FWS authorizes noncompetitive negotiation; or

(d) After solicitation of a number of sources, competition is determined inadequate.

17A. AUDIT REQUIREMENTS - (OMB Circular A-110) - [This clause is applicable to all assistance agreements with institutions of higher education, hospitals and other nonprofit organizations involving the transfer of Federal funds]

a. Recipients' financial management systems shall provide for examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements. It is not intended that each agreement awarded to the recipient be examined. Generally, examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance, with the terms and conditions of the Federal grants and other agreements. Such tests would include an appropriate sampling of Federal agreements. Examinations will be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently than every 2 years. The frequency of these examinations shall depend upon the nature, size and the complexity of the activity. These examinations do not relieve Federal agencies of their audit responsibilities, but may affect the frequency and scope of such audits.

b. The primary recipient shall require its subrecipients to adapt the above standards.

17B. AUDIT REQUIREMENTS - (OMB Circular A-128) - [This clause is applicable to all assistance agreements with State and local governments and Federally recognized Indian tribal governments]

a. Definitions - For the purposes of this clause the following definitions from the Single Audit Act apply:

(1) "Cognizant agency" means the Federal agency assigned by the Office of Management and Budget to carry out their audit responsibilities.

(2) "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance, or direct appropriations, but does not include direct Federal cash assistance to individuals. It includes awards received directly from Federal agencies, or indirectly through other units of State and local governments.

(3) "Federal agency" has the same meaning as the term "agency" in section 551(1) of Title 5, United States Code.

(4) "Generally accepted accounting principles" has the meaning specified in the generally accepted government auditing standards.

(5) "Generally accepted government auditing standards" means the Standards for Audit of Government Organizations, Program, Activities, and Functions, developed by the Comptroller General dated February 27, 1981.

(6) "Independent auditor" means:

- (a) An external State or local government auditor who meets the independence standards specified in generally accepted government auditing standards; or
- (b) A public accountant who meets such independence standards.

(7) "Internal controls" means the plan of organization and methods and procedures adopted by management to ensure that:

- (a) Resource use is consistent with laws, regulations, and policies;
- (b) Resources are safeguarded against waste, loss, and misuse; and
- (c) Reliable data are obtained, maintained and fairly disclosed in reports.

(8) "Indian tribe" means any Indian tribe, band, nations, or other organized group or community, including any Alaskan Native village or regional or village corporations (as defined in, or established under, the Alaskan Native Claims Settlement Act) that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(9) "Local government" means any unit of local government within a State, including a county, a borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, and any other instrumentality of local government.

(10) "Public accountants" means those individuals who meet the qualification standards included in generally accepted government auditing standards for personnel performing government audits.

(11) "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Trust Territory of the Pacific Islands, any instrumentality thereof, and any multi-State regional, or interstate entity that has governmental functions and any Indian tribe.

(12) "Subrecipient" means any person or government department, agency, or establishment that receives Federal financial assistance to carry out a program through a State or local government, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a direct recipient of Federal Financial Assistance.

b. Scope of audit - The Single Audit Act provides that:

(1) The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

(2) Each audit shall cover the entire operations of a State or local government or, at the option of that government, it may cover departments, agencies or establishments that received, expended, or otherwise administered Federal financial assistance during the year. However, if a State or local government receives over \$25,000 in General Revenue Sharing funds in a fiscal year, it shall have an audit of the entire organization. A series of audits of individual departments, agencies, and establishments for the same fiscal year may be considered a single audit.

(3) Public hospitals and public colleges and universities may be excluded from State and local audits and the requirements of this clause. However, if such entities are excluded, audits of these entities shall be made in accordance with statutory requirements and the provisions of OMB Circular A-110, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospital(s) and Other Nonprofit Organizations."

(4) The auditor shall determine whether:

- (a) The financial statements of the government, department, agency or establishment present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles;
- (b) The organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations; and
- (c) The organization has complied with laws and regulations that may have a material effect upon each major Federal assistance program.

c. Frequency of audit - Audits shall be made annually unless the State or local government has by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the cognizant agency shall permit biennial audits, concerning both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only for fiscal years beginning before January 1, 1987.

d. Internal control and compliance reviews. The Single Audit Act requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations.

(1) Internal control review. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems. As part of this review, the auditor shall:

(a) Test whether these internal control systems are functioning in accordance with prescribed procedures.

(b) Examine the recipient's system for monitoring subrecipients and obtaining and acting on subrecipient audit reports.

(2) Compliance review - The law also requires the auditor to determine whether the organization has complied with laws and regulations that have a material effect upon each major Federal assistance program.

(a) In order to determine which major programs are to be tested for compliance, State and local governments shall identify in their accounts all Federal funds received and expended and the programs under which they were received. This shall include funds received directly from Federal agencies and through other State and local governments.

(b) The review must include the selection and testing of a representative number of charges from each major Federal assistance program. The selection and testing of transactions shall be based on the auditor's professional judgment considering such factors as the amount of expenditures for the program and the individual awards; the newness of the program or changes in its conditions; prior experience with the program particularly as revealed in audits and other evaluations (e.g., inspections, program reviews); the extent to which the program is carried out through subrecipients; the extent to which the program contracts for goods or services; the level to which the program is already subject to program reviews or other forms of independent oversight; the adequacy of the controls for ensuring compliance; the expectation of adherence or lack of adherence to the applicable laws and regulations; and the potential impact of adverse findings.

(i) In making these tests of transactions, the auditor shall determine whether:

--the amounts reported as expenditures were for allowable services, and

--the records show that those who received services or benefits were eligible to receive them.

(ii) In addition to transaction testing, the auditor shall determine whether:

--matching requirements, levels of effort and earmarking limitations were met,

--Federal financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared, and

--amounts claimed or used for matching were determined in accordance with UMB Circular A-87, "Cost Principles for State and Local Governments" and OMB Circular A-102, "Uniform Requirements for Grants and Agreements with State and Local Governments."

(iii) The principal compliance requirements of the largest Federal aid programs may be ascertained by referring to the Compliance Supplement for Single Audits of State and Local Governments, issued by OMB and available from the Government Printing Office. For those programs not covered in the Compliance Supplement, the auditor may ascertain compliance requirements by researching the statutes, regulations, and agreements governing individual programs.

(c) Transactions related to other Federal assistance programs that are selected in connection with examinations of financial statements and evaluations of internal controls shall be tested for compliance with Federal laws and regulations that apply to such transactions.

e. Subrecipients - State or local governments that receive Federal financial assistance and provide \$25,000 or more of it in a fiscal year to a subrecipient shall:

(1) Determine whether State or local subrecipients have met the audit requirements of this clause and whether subrecipients covered by OMB Circular A-110, "Uniform Requirements for Grants and Agreements with Universities, Hospitals, and Other Non-Profit Organizations," have met that requirement;

(2) Determine whether the subrecipient spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subrecipient made in accordance with this clause, OMB Circular A-110, or through other means (e.g., program reviews) if the subrecipient has not had such an audit;

(3) Ensure that appropriate corrective action is taken within six months after issuance of the audit report in instances of noncompliance with laws and regulations;

(4) Consider whether subrecipient audits necessitate adjustment of the recipient's own records; and

(5) Require each subrecipient to permit independent auditors to have access to the records and financial statements as necessary to comply with this clause.

f. Relation to other audit requirements.

(1) The provisions of this clause do not limit the authority of FWS to make, or contract for audits and evaluations of Federal financial assistance programs, nor do they limit the authority of any Federal agency Inspector General or other Federal audit official.

(2) FWS shall make any additional audits that are necessary to carry out its responsibilities under Federal law or regulation. The provisions of this clause do not authorize any State or local government (or subrecipient thereof) to constrain, in any manner, FWS from carrying out such additional audits.

(3) If FWS makes or contracts for audits in addition to the audits made by recipients pursuant to this clause, it shall, consistent with other applicable laws and regulations, provide for the cost of such additional audits. Such additional audits include economy and efficiency audits, program results audits, and program evaluations.

g. Illegal acts or irregularities - If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to recipient management officials above the level of involvement. The recipient, in turn, shall promptly notify the cognizant agency of the illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriations of funds or other assets.

h. Audit Reports - Audit reports must be prepared at the completion of the audit and shall include the following:

(1) The audit report shall state that the audit was made in accordance with the provisions of this clause. The report shall be made up of at least:

(a) The auditor's report on financial statements and on a schedule of Federal assistance; the financial statements; and a schedule of Federal assistance showing the total expenditures for each Federal assistance program as identified in the Catalog of Federal Domestic Assistance. Federal programs or grants that have not been assigned a catalog number shall be identified under the caption "other Federal Assistance."

(b) The auditor's report on the study and evaluation of internal control systems must identify the organization's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with laws and regulations. It must also identify the controls that were evaluated, the controls that were not evaluated, and the material weaknesses identified as a result of the evaluation.

(c) The auditor's report on compliance containing:

- (i) A statement of positive assurance with respect to those items tested for compliance including compliance with law and regulations pertaining to financial reports and claims for advances and reimbursements;
- (ii) Negative assurance on those items not tested;
- (iii) A summary of all instances of noncompliance; and
- (iv) An identification of total amounts questioned, if any, for each Federal assistance award, as a result of noncompliance.

(2) The three parts of the audit report may be bound into a single report, or presented at the same time as separate documents.

(3) All fraud abuse, or illegal acts or indications of such acts, including all questioned costs found as the result of these acts that auditors become aware of, should normally be covered in a separate written report.

(4) In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report including a plan for corrective actions taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

(5) The reports shall be made available by the State or local government for public inspection within 30 days after completion of the audit.

(6) In accordance with generally accepted government audit standards, reports shall be submitted by the auditor to the organization audited and to those requiring or arranging for the audit. In addition, the recipient shall submit copies of the reports to each Federal department or agency that provided Federal assistance funds to the recipient. Subrecipients shall submit copies to recipients that provided them Federal assistance funds. The reports shall be sent within 30 days after the completion of the audit, but no later than one year after the end of the audit period unless a longer period is agreed to with the cognizant agency.

(7) Recipients of more than \$100,000 in Federal funds shall submit one copy of the audit report within 30 days after issuance to a central clearinghouse to be designated by the Office of Management and Budget. The clearinghouse will keep completed audits on file and follow up with State and local governments that have not submitted required audit reports.

(8) Recipients shall keep audit reports on file for three years from their issuance.

i. Audit Resolution - The cognizant agency shall be responsible for overseeing the resolution of audit findings that affect the programs of more than one Federal agency. Resolution of findings that relate solely to the programs of FWS will be the responsibility of the recipient and FWS. Alternate arrangements may be made on a case-by-case basis by agreement between the agencies concerned.

Resolution shall be made within six months after receipt of the report by the departments and agencies. Corrective action should proceed as rapidly as possible.

j. Audit workpaper and reports - Workpapers and reports shall be retained for a minimum of three years from the date of the audit report, unless the auditor is notified in writing by the cognizant agency to extend the retention period. Audit workpapers shall be made available upon request to the cognizant agency or its designee or the General Accounting Office, at the completion of the audit.

k. Audit Costs - The cost of audits made in accordance with the provisions of this clause are allowable charges to Federal assistance programs.

(1) The charges may be considered a direct cost or an allocated indirect cost, determined in accordance with the provisions of Circular A-87, "Cost Principles for State and Local Governments."

(2) Generally, the percentage of costs charged to Federal assistance programs for a single audit shall not exceed the percentage that Federal funds represent of total expenditures of the recipient during the fiscal year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual cost.

l. Sanctions - No cost may be charged to Federal assistance programs for audits required by the Act that are not made in accordance with this clause. In cases of continued inability or unwillingness to have a proper audit, FWS may consider other appropriate sanctions including:

- (1) withholding a percentage of assistance payments until the audit is completed satisfactorily,
- (2) withholding or disallowing overhead costs, or
- (3) suspending the Federal assistance agreement until the audit is made.

m. Auditor Selection - In arranging for audit services State and local governments shall follow the procurement standards prescribed in Clause 16. The standards provide that while recipients are encouraged to enter into intergovernmental agreements for audit and other services, analysis should be made to determine whether it would be more economical to purchase the services from private firms. In instances where use of such intergovernmental agreements are required by State statutes (e.g., audit services) these statutes will take precedence.

n. Small and Minority Audit Firms - Small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts awarded to fulfill the audit requirements of this clause. Recipients of Federal assistance shall take the following steps to further this goal:

- (1) Assure that small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals are used to the fullest extent practicable.
- (2) Make information on forthcoming opportunities available and arrange timeframes for the audit so as to encourage and facilitate participation by small audit firms and audit firms owned by socially and economically disadvantaged individuals.
- (3) Consider in the contract process whether firms competing for larger audits intend to subcontract with small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals.

(4) Encourage contracting with small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals which have traditionally audited government programs and, in such cases where this is not possible, assure that these firms are given consideration for audit subcontracting opportunities.

(5) Encourage contracting with consortiums of small audit firms as described in paragraph (1) above when a contract is too large for an individual small audit firm or audit firm owned and controlled by socially and economically disadvantaged individuals.

(6) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration in the solicitation and utilization of small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals.

17C. AUDIT REQUIREMENTS - (April 1984, Deviations, FAR 52.215.2) - [This clause is applicable to all assistance agreements with commercial organizations involving the transfer of Federal funds]

a. Examination of Costs - The recipient shall maintain--and the SO or representatives of the SO shall have the right to examine and audit--books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement. This right of examination shall include inspection at all reasonable times of the recipient's facilities or parts of them, engaged in the performance of the agreement.

b. Cost or Pricing Data - The SO or representatives of the SO shall have the right to examine and audit all books, records, documents and other data of the recipient (including computations and projections) related to pricing or performing the initial agreement or subsequent modifications in order to evaluate the accuracy, completeness and currency of the cost or pricing data.

c. Reports - If the recipient is required to furnish cost, funding, or performance reports, the SO or representatives of the SO shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the recipient's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

d. Availability - The recipient shall make available at its office at all reasonable times the materials described in paragraphs a and b above, for examination, audit, or reproduction, as specified in the clause entitled Retention and Custodial Requirements for Records.

In addition, the recipient shall insert a clause containing all the terms of this clause, including this paragraph, in all subcontracts over \$100,000 under this agreement, altering the clause only as necessary to identify properly the contracting parties and the SO under the Government prime agreement.

18. STANDARD PATENTS RIGHTS - (OMB Circular A-124) - [This clause is applicable to all assistance agreements for the performance of research and development work unless otherwise superceded in the Special Provisions of the individual assistance agreement]

a. Definitions

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(2) "Subject Invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a domestic small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size, standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-12, respectively, shall be used.

(6) "Nonprofit Organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any domestic nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

b. Allocation of Principal Rights - The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient

(1) The recipient shall disclose each subject invention to FWS within 2 months after the inventor discloses it in writing to recipient personnel responsible for patent matters. The disclosure to FWS shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the FWS, the recipient shall promptly notify FWS of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the recipient.

(2) The recipient shall elect in writing whether or not to retain title to any such invention by notifying the FWS within 12 months of disclosure to the recipient, provided that in any case where publication, on sale, or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by FWS to a date that is no more than 60 days prior to the end of the statutory period.

(3) The recipient shall file its initial patent application on an elected invention within 2 years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The recipient shall file patent applications in additional countries within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to FWS, election, and filing may, at the discretion of FWS, be granted.

d. Conditions When the Government May Obtain Title - The recipient shall convey to FWS, upon written request, title to any subject invention:

(1) If the recipient fails to disclose or elect the subject invention within the times specified in c. above, or elects not to retain title. FWS may only request title within 60 days after learning of the recipient's failure to report or elect within the specified times.

(2) In those countries in which the recipient fails to file patent applications with the times specified in c. above; provided, however, that if the recipient has filed a patent application in a country after the times specified in c. above, but prior to its receipt of the written request of FWS, the recipient shall continue to retain title in that country.

(3) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding, on a patent on a subject invention.

e. Minimum Rights to Recipient

(1) The recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the recipient fails to disclose the subject invention within the times specified in c. above. The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the organizational structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of FWS except when transferred to the successor of that party of the recipient's business to which the invention pertains.

(2) The recipient's domestic license may be revoked or modified by FWS to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and FWS licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of FWS to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in the foreign country.

(3) Before revocation or modification of the license, FWS shall furnish the recipient a written notice of its intention to revoke or modify the license, and the recipient shall be allowed 30 days (or such other time as may be authorized by the FWS for good cause shown by the recipient) after the notice to show cause why the license should not be revoked, or modified. The recipient has the right to appeal, in accordance with applicable FWS licensing regulations (if any) and the Federal Property Management Regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect the Government's Interest

(1) The recipient agrees to execute or to have executed and promptly deliver to FWS all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the recipient elects to retain title, and (ii) convey title to FWS when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the recipient each subject invention made under agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by c.(1) above. The recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The recipient shall notify FWS of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The recipient agrees to include, within the specification any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement awarded by the U.S. Fish and Wildlife Service). The Government has certain rights in this invention."

g. Subcontracts - The recipient shall include this clause suitably modified to identify the parties, in all subagreements, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subrecipient shall retain all rights provided for the recipient in this clause, and the recipient shall not, as part of the consideration for awarding the subagreement obtain rights in the subrecipient's subject inventions.

h. Reporting Utilization of Subject Inventions - The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient, and such other data and information as the agency may reasonably specify. The recipient also agrees to provide additional reports as may be requested by FWS in connection with any march-in proceedings undertaken by FWS in accordance with paragraph j. of this clause. To the extent data or information supplied under this section is considered by the recipient, its licensee or assignee to be privileged and confidential and is so marked, FWS agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

i. Preference for United States Industry - Notwithstanding any other provision of this clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention shall be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the FWS upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in-Rights - The recipient agrees that with respect to any subject invention in which it has acquired title, FWS has the right in accordance with the procedures in OMB Circular A-124 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the recipient, assignee, or exclusive licensee refuses such a request, FWS has the right to grant such a license itself if FWS determines that:

(1) Such action is necessary because the recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph 1. of this clause has not been obtained or waived or because a license of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. Special Provisions for Agreements with Nonprofit Organizations - If the recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of FWS, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention (provided that such assignee shall be subject to the same provisions as the recipient;

(2) The recipient may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:

(i) Five years from first commercial sale or use of the invention; or

(ii) Eight years from the date of the exclusive license excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, FWS approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use shall not be deemed commercial sale or use with respect to a product of the invention shall not be deemed to end the exclusive period to different subsequent products covered by the invention.

(3) The recipient shall share royalties collected on a subject invention with the inventor; and

(4) The balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, shall be utilized for the support of scientific research or education.

19. DATA COLLECTION - (Paperwork Reduction Act of 1980) - [This clause shall be applicable to all assistance agreements through which FWS sponsors the collection of information as defined in 5 CFR §1320.7]

a. OMB requires review and approval of plans and reports used to collect identical information from 10 or more persons (other than Federal employees) under assistance agreements sponsored by FWS. A collection of information undertaken by a recipient is considered to be "sponsored" by FWS only if:

(1) The recipient is collecting information at the specific request of FWS; or

(2) The terms and conditions of the agreement require specific approval by FWS of the collection of information or the collection procedures.

b. Unless otherwise specified, data collection conducted under the assistance agreement is the responsibility of the recipient, and FWS support of the project does not constitute FWS approval of the survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data is being collected for, or in association with, the FWS or any Federal agency without the specific written approval of such data collection plan or device by the FWS. However, this requirement is not intended to preclude mention of FWS support of the project in response to any inquiry or acknowledgement of such support in any publication of this data.

20. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE - [This clause shall be applicable to all assistance agreements involving the accumulation of technical data or the development of computer software financed in whole or in part with Federal funds]

a. Definitions

(1) The term "technical data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. Technical data does not include computer software, and it does not include financial, administrative, cost pricing, and management data, or other information incidental to contract administration.

(2) Computer Software - Computer programs and computer data bases.

(3) Computer Software Documentation - Technical data, including computer listings and printouts, in human-readable form which (i) documents the design or details of computer software, (ii) explains the capabilities of the software, or (iii) provides operating instructions for using the software to obtain desired results from a computer.

(4) Unlimited Rights means rights to use, duplicate, or disclose technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(5) Limited Rights means rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data be (a) released or disclosed in whole or in part outside the Government, (b) used in whole or in part by the Government for manufacture, or in the case of computer software documentation, for preparing the same or similar computer software, or (c) used by a party other than the Government, except for emergency repairs or release to a foreign government as the interest of the United States may require.

(6) Restricted Rights apply only to computer software and include, as a minimum, the right to: (i) use computer software with the computer (or if inoperative, a backup) for which it was acquired at any Government installation; (ii) copy computer programs for safekeeping (archives) or backup purposes; (iii) modify computer software or combine it with other software, subject to continuation of the existing restricted rights provisions.

b. Government Rights

(1) Unlimited Rights - The Government shall have unlimited rights in:

(a) Technical data and computer software resulting directly from performance of experimental, developmental or research work which was specified as an element of performance in this or any other Government assistance agreement or contract, at any tier;

(b) Computer software required to be originated or developed or generated as a necessary part performance under this or any other Government assistance agreement or contract, at any tier;

(c) Computer data bases prepared under this or any other Government assistance agreement or contract at any tier consisting of information supplied by the Government, information in which the Government has unlimited rights, or information which is in the public domain;

(d) Technical data or computer software, constituting corrections or changes to Government-furnished data or computer software, prepared or required to be delivered under this or any other Government assistance agreement or contract at any tier;

(e) Technical data or computer software which is in the public domain or has been or is normally released or disclosed by the recipient or subrecipients without restriction or further disclosure;

(f) Technical data or computer software listed or described elsewhere in this assistance agreement which the parties have predetermined and agreed will be furnished with unlimited rights.

(2) Limited Rights - The Government shall have limited rights in:

(a) Technical data, listed or described elsewhere in this assistance agreement which the parties have agreed will be furnished with limited rights;

(b) Unpublished technical data developed at private expense and unpublished computer software documentation related to computer software that is acquired with restricted rights provided that the data to which the Government's rights are limited is identified.

(3) Restricted Rights - The Government shall have restricted rights in computer software, listed or described elsewhere in this assistance agreement, which the parties have agreed will be furnished with restricted rights, provided further that:

(a) The recipient clearly marks the computer software with a restricted rights legend and the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. Failure of the recipient to apply a restricted rights legend to such computer software shall relieve the Government of liability with respect to such unmarked software.

(b) The recipient may not place any legend on computer software indicating restrictions on the Government's rights in such software unless the restrictions are set forth elsewhere in this assistance agreement and agreed to by the parties prior to the delivery data of the software.

(4) No legend shall be marked on, nor shall any limitation or restriction on rights of use to any data or computer software which the recipient has previously delivered to the Government without restriction. The limited or restricted rights provided for by this clause shall not impair the right of the Government to use similar or identical data or computer software acquired from other sources.

c. Indemnification - The recipient shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the recipient of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this assistance agreement.

d. Acquisition of Technical Data and Computer Software from Subcontractors

(1) Whenever any technical data or computer software is to be obtained from a subcontractor under this agreement, the recipient shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's or the recipient's rights in that subcontractor data or computer software which is required for the Government.

(2) The recipient and higher-tier subcontractors will not use their power to award subcontracts as economic leverage to acquire rights in technical data or computer software from their subcontractors for themselves.

e. Relation to Patents - Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

21. RESTRICTIONS ON PRINTING - (Government Printing and Binding Regulations published by the Joint Committee on Printing, Congress of the United States) - [This clause is applicable to all assistance agreements except those in which the entire cost of printing is not borne by the FWS or the printing is not exclusively for the FWS' use]

a. This assistance agreement is not made primarily or substantially for the purpose of typesetting or having material printed for FWS use.

b. Recipients may reproduce without further authorization, reports, data, or other written material required under the terms of the agreement for the use of FWS, provided that the material duplicated does not exceed 5,000 units of only one page, or that items consisting of multiple pages do not exceed 25,000 units in the aggregate. Recipients must advise the SO if the estimated quantities will exceed these ceilings so that Departmental/Committee approval can be obtained.

c. These restrictions do not preclude the writing, editing, preparation of manuscript copy and related illustrative material, or the publication of findings by recipients; or the administrative printing requirements of the recipient required for its own use to respond to the terms of the agreement.

22. OTHER ADMINISTRATIVE PROVISIONS AND ASSURANCES - [The following provisions and assurances are applicable to all assistance agreements]

The recipient hereby assures and certifies that:

a. It possesses legal authority to apply for and accept this Agreement; that any necessary resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the filing of any application, including all understandings and assurances contained therein and directing and authorizing any person identified as its official representative to act in connection with any application or acceptance and to provide such information as may be required.

b. It shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which recipient receives Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement.

c. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (i) the primary purpose of an agreement is to provide employment or (ii) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the assistance-aided activity.

d. It shall comply with the provisions of the Age Discrimination Act of 1975 (P.L. 94-135; 42 U.S.C. 6101, et. seq.) and in accordance with that Act, shall prohibit discrimination on the basis of age.

e. It shall comply, to the extent applicable, with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

f. It shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education and Welfare (45 CFR Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.

g. It shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646; 42 U.S.C. 4601, et. seq.) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

h. It shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 500, et. seq.) requiring the payment of the minimum wage for all covered employees and the payment of overtime.

i. It shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

j. It shall assure that no member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of this assistance agreement, or to any benefit that may arise from it. And further, it shall comply with the provisions of 18 U.S.C. 1913 which prohibits the direct or indirect use of any funds appropriated by Congress to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence a member of Congress, to favor or oppose, any legislation or appropriation, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. Finally, it warrants that it has not paid and agrees not to pay any bonus, commission or fee for the purpose of obtaining approval of its application for the financial assistance agreement.

k. It shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975, approved December 13, 1975) which call for the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

l. It shall ensure, pursuant to Executive Order 11738, that the facilities under its ownership, lease, or supervision, which shall be utilized in the accomplishment of the agreement are not listed on the Environmental Protection Agency (EPA) list of violating facilities and that it shall notify FWS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

m. It shall comply with the provisions of the National Environmental Policy Act of 1969, (P.L. 91-190) and Executive Order 11514, as amended by Executive Order 11991, which promotes efforts to prevent or eliminate damage to the environment and biosphere and requires an Environmental Impact Statement when plans and programs may affect the quality of the environment.

n. It shall comply, to the extent applicable, with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et. seq., as amended by P.L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by P.L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder.

o. It will comply with the provisions of Executive Order 11288, relating to the prevention, control and abatement of water pollution.

p. It shall assist FWS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et. seq.) by (1) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying FWS of the existence of any such properties, and by (b) complying with all requirements established by FWS to avoid or mitigate adverse effects upon such properties.

q. It shall comply with the provisions of the Cargo Preference Act of 1958 (46 U.S.C. 1241(b)(1)) as it relates to ensuring fair and reasonable participation by privately owned U.S. Flag commercial vessels in transporting cargos and the requirements of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 11596) for preferential use of U.S. Flag air carriers for the international transportation of persons, personal effects and other cargo.

r. It shall comply with the provisions of Section 176 (c) of the Clean Air Act (42 U.S.C. 7401, et. seq.) to assure that Federal assistance activities do not detrimentally affect State efforts to attain and maintain the national ambient air quality standards and protect air quality cleaner than the standards.

s. It shall comply with the provisions of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531, et. seq.) to assure that Federal assistance activities are not likely to jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of critical habitat of such species.

t. It shall comply with the provisions of the Marine Mammal Protection Act of 1972, as amended (16 U.S.C. 1361, et. seq.) as it relates to restriction on the taking and use of marine mammals.

u. It shall comply with the requirements of the Laboratory Animal Welfare Act of 1966, as amended (7 U.S.C. 2131, et. seq.) and the regulations promulgated by the U.S. Department of Agriculture pertaining to the care, handling and treatment of warm-blooded animals held or used for research, teaching or other activities supported by Federal funds.

v. It shall comply with the requirements of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. 135, et. seq.) as it relates to the application of any pesticide.

w. It shall comply with the requirements of the National Research Act of 1974, as amended, [42 U.S.C. 289 (1)(3)] and regulations issued by the U.S. Department of Health and Human Services (45 CFR, Part 46) as they relate to safeguarding the rights and welfare of any human subjects involved in research, development and related activities supported by Federal assistance funding.

x. It shall comply with the requirements of the Privacy Act of 1984 [5 U.S.C. 552(a)], OMB Circular A-108 and the Freedom of Information Act (5 U.S.C. 552) as amended, as they relate to the design, development or operation of any system of records on individuals performed by the Federal assistance recipient or subrecipient involving the performance of the government function, including the collection, use, and dissemination of records.

y. It shall comply with the provisions of Executive Order 12372, as implemented by Department of the Interior regulations [43 CFR Part 9; 48 FR 29224, June 24, 1983] as they relate to Intergovernmental Review of Federal Programs.

z. It shall comply with all requirements imposed by a Federal agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with applicable OMB Circulars.

[The following additional administrative provisions and recipient assurances are applicable to assistance agreements with State and local governments.]

aa. It shall comply with the provisions of the Hatch Political Act of 1940 (5 U.S.C. 1501) which limits the political activity of State and local government employees whose salaries are paid from Federal assistance funds.

bb. It shall comply with the requirements of the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et. seq.) to assure that Federal assistance activities are consistent with Federally-approved State coastal management programs designed to preserve, protect, develop and, where possible, restore or enhance the nation's coastal resources.

[The following additional administrative provisions and recipient assurances are applicable to assistance agreements involving construction and improvements.]

cc. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

dd. It will require the facility to be designed to comply with the "American Standard Specifications for making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified, (41 CFR 101-19.603). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

ee. It will obtain approval by FWS of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to FWS for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

ff. It will cause work on the project to be commenced within a reasonable time after receipt of notification from FWS that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

gg. It will dispose of or encumber its title or other interests in the site and facilitate during the period of Federal interest or while the Government holds bonds, whichever is the longer.

hh. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as FWS may require.

ii. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

jj. It shall assist in compliance with Executive Order 11988, Flood Plain Management which requires avoidance, to the extent possible, of the long- and short-term adverse impacts associated with the occupancy and modification of flood plains and to avoid the direct or indirect support of flood plain development whenever there is a practicable alternative.

kk. It shall assist in compliance with Executive Order 11990, "Protection of Wetlands" which requires minimizing the destruction, loss or degradation of wetlands and efforts to preserve and enhance their natural and beneficial values.

23. ORDER OF PRECEDENCE - [This clause shall be applicable to all assistance agreements]

In the event of any inconsistency between any provisions of this agreement, the following order of precedence shall apply:

- a. Statement of Work (excluding the recipient's proposal, if incorporated).
- b. Special Provisions.
- c. General Provisions.
- d. Recipient's Proposal (if incorporated).

MEETING DATE: JUL 29 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with David Douglas School District #40 for use of School District property by Sheriff's Safety Action Team.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office **DIVISION:** _____

CONTACT: Rod Englert **TELEPHONE #:** _____
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Proposed agreement provides for use by Sheriff's Safety Action Team of an 864 square foot building located on David Douglas School District property at 1500 S.E. 130th Avenue, Portland.

7/29/93 originals to Bob Oberst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* BH William

BOARD OF COUNTY COMMISSIONERS
1993 JUL 22 AM 9:19
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Revenue | <input type="checkbox"/> County Owned | <input checked="" type="checkbox"/> Intergovernmental Agreement <u>302403</u> |
| <input type="checkbox"/> Expense | <input type="checkbox"/> Road Fund | <input type="checkbox"/> Private |
| <input checked="" type="checkbox"/> Rent Free Agreement | <input type="checkbox"/> Tax Title | |
| | <input type="checkbox"/> Sublease | |

Property Management
 Contact Person Bob Oberst Phone 248-3851 Date 5-27-93
 Division Requesting Lease Sheriff
 Contact Person Rod Englert Phone 251-2513

Lessor Name David Douglas S. Dist #40
 Mailing Address 1500 S.E. 130th Ave.
Portland, Or. 97233
 Phone 252-2900
 Lessee name Multnomah County
 Mailing Address 2505 S.E. 11th Ave.
Portland, Oregon 97202
 Phone 248-3322
 Address of 1500 S.E. 130th Ave.
 Lease Property Portland, Oregon 97236
 Purpose of Lease Sheriff's Safety Action Team

Effective Date Upon approval by County.
 Termination Date Upon 60 days notice after
7-1-94
 Term of Lease _____
 Total Amount of Agreement \$ 0

Payment Terms
 Annual \$ _____ Monthly \$ _____
 Other \$ _____

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG

REQUIRED SIGNATURES:
 Department Head Betsy H. Williams Date 6/5/93
 County Counsel J. L. DuBay Date 6/30/93
 Budget Office _____ Date _____
 Risk Manager _____ Date _____
 Property Management Robert Oberst Date 6-1-93
 County Executive/Sheriff W. Higgins Date July 29, 1993

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT. CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	302403										

**AGREEMENT
MULTNOMAH COUNTY SHERIFF'S ACTION TEAM**

This agreement is between MULTNOMAH COUNTY (COUNTY) and DAVID DOUGLAS SCHOOL DISTRICT NO. 40, MULTNOMAH COUNTY, OREGON (SD#40) and is relative to the operation of Multnomah County Sheriff's Safety Action Team.

WHEREAS, COUNTY and SD#40 have determined that both parties and the public will benefit from services of the Sheriff's Safety Action Team, and

WHEREAS, both parties have determined that effective delivery of such services would be from the location hereinbelow described, and

WHEREAS, it is desirable to state how COUNTY and SD#40 may cooperate for the most favorable delivery of said services.

It is therefore agreed:

1. A building of approximately 864 square feet owned by SD#40 and located adjacent to the automobile workshop at 1500 S.E. 130th Avenue, Portland, Oregon. Subject to prior approval by SD#40 and shall be made at no cost to SD#40 unless otherwise agreed by SD#40. SD#40 shall not be responsible to replace the location or its contents in the event of damage to or loss thereof.

2. County shall use the location only for purposes of operation of its Sheriff's Safety Action Team.

3. This agreement may be ^{modified SA RD} notified by mutual consent of both parties, and may be terminated by either party after the initial term by giving sixty (60) days written notice to the other party.

4. The initial term of this agreement will expire on July 1, 1994. This agreement will continue thereafter until terminated as provided for in Section 3 above.

MULTNOMAH COUNTY, OREGON

SCHOOL DISTRICT NO. 40
MULTNOMAH COUNTY, OREGON

By *Wiggins*
Acting County Chair

Tary L. Haase

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *J. L. DuBay*
John L. DuBay
22680

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

RECEIVED

MAY 21 1993

DAVID DOUGLAS DISTRICT NO. 40
CHIEF DEPUTY CLERK
BUSINESS MANAGER

MEETING DATE: JUL 29 1993

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Emergency Management Assistance Program Grant Workplan

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 29, 1993

Amount of Time Needed: 5 min

DEPARTMENT: Non-Departmental DIVISION: Emergency Management

CONTACT: Penny Malmquist TELEPHONE #: 251-2466
BLDG/ROOM #: 313/110

PERSON(S) MAKING PRESENTATION: Penny Malmquist

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Workplan agreement to meet minimum requirements set by Oregon Emergency Management to receive grant funding under the Emergency Management Assistance Program

7/29/93 originals to Penny Malmquist

RECORDED
CLERK'S OFFICE
1993 JUL 21 AM 10:20
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Anders Crogh*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 500094
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>7/29/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Non-Departmental Division Emergency Management Date 7-19-93

Contract Originator Penny Malmquist Phone 251-2466 Bldg/Room 313-110

Administrative Contact Penny Malmquist Phone 251-2466 Bldg/Room 313-110

Description of Contract Intergovernmental Agreement between Oregon Emergency Management Division and Multnomah County to participate in the Federal Emergency Management Agency's Emergency Management Assistance Program

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Emergency Management
 Mailing Address 595 Cottage St NE
Salem Or 97310
 Phone 378-4124
 Employer ID# or SS# _____
 Effective Date 10-1-93
 Termination Date 9-30-94
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date July 19, 1993
 Date _____
 Date 7/20/93
 Date July 29, 1993
 Date _____

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

LOCAL/STATE

COMPREHENSIVE COOPERATIVE AGREEMENT

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

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

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

ADMINISTRATION

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

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

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

CERTIFICATION

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

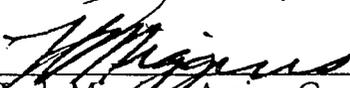
At the end of the fiscal year we will provide certification to the Oregon Emergency Management Division that the minimum requirements have been met.

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

Reviewed:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK


Laurence Kressel, County Counsel
for Multnomah County


Hank Miggins, Acting County Chair
for Multnomah County


Penny G. Malmquist,
Emergency Management Administrator

Date July 29, 19 93

ACKNOWLEDGEMENTS

The State of Oregon Emergency Management Division hereby acknowledges the receipt of the Multnomah County Emergency Management Program Workplan for federal fiscal year 1994 and assures the pass through of available funds for eligible items and activities in compliance with the Federal Emergency Management Agency's requirements for Emergency Management Assistance funds.

Myra Lee, Administrator
Oregon Emergency Management Division

Date

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(GRANTEES OTHER THAN INDIVIDUALS)

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

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

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

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

12240 NE Glisan Street

Portland, OR 97230

Multnomah County Emergency Management

Organization Name (As appropriate)

Application Number

Hank Miggins, Acting County Chair

Printed Name

Signature

July 29, 1993

Date

ASSURANCES — NON-CONSTRUCTION PROGRAMS

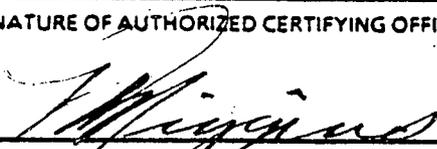
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Hank Miggins, Acting County Chair for Multnomah County
APPLICANT ORGANIZATION Multnomah County Office of Emergency Management	DATE SUBMITTED July 29, 1993

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Multnomah County Emergency Management

Organization Name

Application Number

x 
Name/Signature

July 29, 1993
Date

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**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0148-0046

Reporting Entity: Multnomah County Emergency Management Page 1 of 1

No lobbying done by Multnomah County Emergency Management to any federal congressperson or agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

Federal Emergency Management Agency

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Multnomah County Emergency Management

Date July 29, 1993

By Hank Miggins, Acting County Chair

Name and Title of Authorized

Representative

Signature of Authorized Representative

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INSTRUCTIONS FOR CERTIFICATION

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

Federal Emergency Management Agency

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

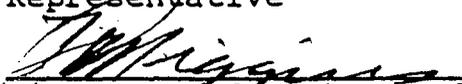
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name Multnomah County Office of Emergency Management

Date July 29, 1993

By Hank Miggins, Acting County Chair
Name and Title of Authorized
Representative


Signature of Authorized
Representative

FISCAL YEAR 1994 COMPREHENSIVE COOPERATIVE AGREEMENT

AGREEMENT ARTICLES

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

Article I. Purpose

A. The purposes of this Agreement are:

1. to assist in consolidating a statewide Integrated Emergency Management System at the Federal, State, and Local levels capable of protecting life, property, and vital infrastructure in times of disaster or emergency;
2. to facilitate the delivery and use of authorized and appropriated FEMA financial and technical assistance to State and local governments; and
3. to enable the State to exercise management discretion in achieving the specified and agreed-upon objectives.

B. This Agreement

1. provides a funding, operating, and reporting instrument for the accomplishment of agreed-upon activities and products under the included program activities or funding sources;
 2. allows the State some discretion to make use of the program resources in the accomplishment of agreed-upon objectives and some flexibility in the distribution of resources under the Agreement, within the limits of Federal law and accountability requirements; and
 3. requires that the program's objectives contribute to development of disaster mitigation, preparedness, response and recovery capabilities at the State and Local levels.
-

Article II. Scope of Work

Objectives to be accomplished and project results to be produced by the State and its subgrantees are specified in

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each program statement of work as agreed to in legal obligation by the Signatory Officials on the Assistance Award/Amendment, FEMA Form 76-10.

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

Article III. Period of Performance

- A. The period of performance for this Agreement shall be the Federal Fiscal Year 1994 from October 1, 1993 through September 30, 1994, except for final reports, audit requirements, and necessary longer periods which have been authorized and agreed upon for particular programs.
- B. Schedules for interim objectives during the performance period are shown where applicable in each program activity statement of work.

Article IV. Agreement Officials

A. State

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

B. Federal

- 1. The FEMA Signatory Official for award of the CCA shall be the FEMA Regional Director, as the principal FEMA

official responsible for committing the Federal Government to the terms of this Agreement.

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

Article V. Costs, Award Amounts, and Payments

- A. FEMA shall not be liable under this Agreement for any amount greater than the current total award amount on the FEMA Form 76-10, Assistance Award or Amendment.
- B. No costs eligible under this Agreement shall be incurred before October 1, 1993. Through the FEMA Form 76-10, Assistance Award/Amendment, the State is notified of the specific amount of funds made available from each funding source, subject to approval by both Federal and State officials.
- C. The State is authorized to receive payment under this Agreement in accordance with the conditions and procedures specified in CPG 1-32, FEMA Financial Assistance Guidelines. The State's SMARTLINK payment account with FEMA shall be used for CCA funding. In the absence of a SMARTLINK payment account, the State shall submit Standard Form 270, Request for Advance or Reimbursement, to request advances and

reimbursements. Procedures for the establishment and operation of a SMARTLINK payment account are contained in Chapter 9 of CPG 1-38.

Article VI. Reports

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

Article VII. Budget Revisions

- A. Within each designated program (and if program authority allows), the State may transfer funds among cost categories (object class categories) subject to the following conditions:
 1. Cumulative amounts not to exceed 20 percent of the total amount budgeted for a program may be transferred from any one object category to one or more other object categories, except indirect cost, without prior approval and without restriction. (This 20 percent

transfer applies only to previously approved object categories.)

2. Transfers in excess of 20 percent of the total amount budgeted for the program are permitted, provided that the State obtains Regional Office approval and the Region must notify Headquarters by entry in quarterly Computerized Activities Results List (CARL) narrative.
3. No transfers shall be made that result in failure to meet program objectives and management information requests or that are inconsistent with law and FEMA regulations.

B. Under a non-construction award, the State shall obtain the prior approval of FEMA whenever any of the following changes is anticipated:

1. Any revision which would result in the need for additional funding.
2. Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).
3. Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
4. Need to extend the period of performance.
5. Changes in key persons in cases where specified in an application or grant award agreement. In research projects, a change in the project director or principal investigator shall always require approval unless waived by FEMA.
6. Use of contracts, subgrants (if authorized by law) or otherwise obtain the services of a third party to perform activities which are central to the purpose of the award. (This approval requirement does not apply to the procurement of equipment, supplies, and general support services.)
7. A revision that pertains to the addition of items requiring approval in accordance with the provisions of OMB Circular A-87.

C. Under a construction award, the State shall obtain the prior approval of FEMA whenever any of the following changes is anticipated:

1. The States shall obtain prior written approval for any budget revision which would result in the need for additional funds.
 2. Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
 3. Changes in key persons in cases where specified in an application or grant award agreement. In research projects, a change in the project director or principal investigator shall always require approval unless waived by FEMA.
 4. A revision pertaining to the addition of items requiring approval in accordance with the provisions of OMB Circular A-87.
- D. When a grant or subgrant provides funding for both construction and non-construction activities, the State (or subgrantee) must obtain prior written approval from FEMA before making any fund or budget transfer from construction to non-construction or vice versa.

Article VIII. Reprogramming and Reallocation

- A. If program authority allows, funds awarded to the State for any program or program sub-element under this Agreement, which are determined to be surplus to the State's needs, may be deobligated by FEMA regions for possible reallocation to another State.
1. Reprogramming of funds to another program is done by FEMA headquarters.
 2. The Regional Director has authority to reallocate funds within the same program from one State to another during the first 9 months of the fiscal year.
 3. This authority reverts to headquarters during the last 3 months of the fiscal year, starting July 1.
 4. The reallocation authority of the Regional Director does not apply, however, to any sums withheld from a State due to penalty or sanction.
- B. At the end of each quarter except the final quarter, the State shall determine and inform the Regional Director of any surpluses or anticipated surpluses in funding that

cannot or will not be used in completing work under the Agreement for each program.

1. The State shall report any deficiencies or anticipated deficiencies in funding needed to complete any Agreement objectives that cannot be met. (Notification to the region on fund utilization is especially critical after the second quarter.)
2. If surpluses are desired to be used in another program area or for new initiatives, Article VIII.A. and Article XII. apply.
3. This report shall, to the extent possible, be submitted with the quarterly financial and performance reports.

Article IX. Emergency Use of Resources

- A. In accordance with the objectives of this Agreement, and in order to enhance State emergency management, including emergency response capability, any personnel, supplies, equipment, and facilities funded in whole or in part within this Agreement may be employed in emergency operations in connection with natural or technological disasters, without change in funding among programs, subject to the following conditions:
1. Such use shall not detract from, nor be allowed to prevent, accomplishment of the objectives set forth in the statement of work for the program activity under which those resources are funded.
 2. The primary use of any resources funded under this Agreement shall be to accomplish the objectives of the program activity under which it is funded.
 3. The temporary reassignment of personnel otherwise authorized by this Agreement must be justifiable because of an urgent need for staff or due to the occurrence of a natural disaster as defined in Section 3 (Definitions) of the Federal Civil Defense Act of 1950, as amended.
 4. Expenses above the ordinary salary or normal program expense to support the resource (e.g., travel, per diem, etc.) must be paid by the emergency activity to which the resource is temporarily assigned.

5. No individual shall be hired or other resources acquired under this Agreement for the sole or principal purpose of use in an emergency or disaster.
 6. Personnel supported under the Act in whole or in part through contributions may be assigned to emergency response operations for up to 30 consecutive days at the discretion of State officials, with extensions to longer periods upon request.
 - a. The Regional Director may grant an extension up to 90 consecutive days.
 - b. The Associate Director for State and Local Programs and Support may grant an extension of longer than 90 days (to the end of the fiscal year).
 - c. Disaster response work during such an extension period should be documented by amendment to the CCA as contributing to the comprehensive emergency management state of preparedness.
 - d. For programs whose personnel are supported in whole under the Act, when work or objectives are altered due to such extension, the FEMA and State Signatory Officials may decrease the scope of work by amendment to the CCA.
 7. An accounting audit trail must be maintained for any such use of resources.
 8. In the event the recipient fails to comply with paragraphs 1 through 7, the Regional Director shall have the right to require that use of those resources be compensated by non-FEMA sources or to disallow such use of funds.
- B. Personnel funded through the Comprehensive Cooperative Agreement (CCA) may be used as part of interstate support in disaster operations.
1. The Federal Emergency Management Agency (FEMA) endorses the concept that State and local emergency management personnel funded through programs included in the State's Comprehensive Cooperative Agreement (CCA) may work in disaster operations for up to 30 consecutive days in another State where a Presidential Disaster Declaration has been issued.
 2. This support may be initiated when the affected State requests disaster operations help and the donor State

offers support in accordance with pre-arranged agreements. Work assignments for donor State personnel should contribute to their home State's expertise to contend with a large-scale disaster of its own.

3. Salaries and benefits paid in whole or in part will continue to be paid through the CCA, with per diem, overtime, transportation, and other extraordinary expenses to be paid through the recipient State's administrative allowance for the Public Assistance and/or Individual and Family Grant programs.
4. The State personnel funded under the Federal Insurance Administration's Community Assistance Program (CAP) in the CCA are excepted from this policy.

Article X. Nonperformance

- A. In keeping with the concept of integrated emergency management and civil defense:
 1. A State is expected to participate in all programs for which funding is offered, unless extenuating circumstances warrant exclusion of a program or programs.
 2. With regard to funding under the civil defense program, the refusal of a State to participate in national security preparedness programs and activities constitutes cause for withholding or withdrawal of civil defense funding, as determined by the Regional Director and the Director, FEMA.
- B. Failure of the State to accomplish the objectives in the statements of work or failure to meet the reporting requirements set forth in Article VI above, may subject the State to the withholding of funds provided under this Agreement, or to collection of such funds already expended.
- C. Failure of the State to accomplish the objectives in its statements of work or meet reporting requirements for the previous fiscal year may subject the State to a diminished or withheld award of funds provided under this Agreement, as determined by the Regional Director. The award of funds under this CCA is contingent upon successful completion of the previous year's CCA work. A recipient earns renewed stewardship of Federal funding by successfully completing previous stewardship assignments.

- D. Any funds which become available to FEMA from the imposition of sanctions revert to FEMA headquarters.

Article XI. General FEMA Administrative/Regulatory Provisions

- A. The State, for itself and any subgrantees, and FEMA agree to carry out program, administrative, and fiscal aspects of this Agreement in accordance with the policies and procedures in
1. A FEMA Guide to the Comprehensive Cooperative Agreement, CPG 1-38;
 2. FEMA Financial Assistance Guidelines, CPG 1-32;
 3. CCA General Program Guidelines, CPG 1-3; and
 4. Administrative Guidelines for FEMA Assistance Programs, FEMA Manual 2100.2.

Legal documents specified in the Annual Program Requirements are hereby incorporated by reference to the applicable programs.

- B. The Applicant for itself and its subgrantees, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including Executive Order 12372 and revised OMB Circular A-87 as they relate to the application, acceptance, and use of Federal funds for all federally assisted projects to be carried out under the terms of this Comprehensive Cooperative Agreement. The Applicant also assures and certifies that:
1. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 2. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
 3. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and

specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

4. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
5. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. -1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
6. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer or such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
7. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" including, but not limited to, the "Lobbying Revision" published in vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).
8. It will comply with the provisions of Executive Order 11246 of September 24, 1965, as amended, and with the rules, regulations and relevant orders of the Secretary of Labor to the end that no contractor will discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex or national origin; and that contractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. In further fulfillment of this assurance, the applicant will

assure that all contractors will include the appropriate equal opportunity clause as set forth in CPG 1-32 pursuant to Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor.

9. It will comply with the provisions of Executive Order 10582 ("Buy American"), which stipulates that Federal funds which are provided to the States through the CCA be used to purchase material produced in the U.S., unless its cost is more than 6% higher than comparable foreign-produced material. The President or the Director, FEMA, can grant exceptions for national security purposes. (See E.O. for exact language.)

- C. Press releases, brochures, and other public dissemination of information by the recipient must acknowledge FEMA assistance support of the project. For any publication, the contents of which were based or developed under a FEMA supported assistance agreement, the recipient must include a statement acknowledging FEMA support substantially as follows:

"This project has been financed (in part/entirely) with Federal funds from the Federal Emergency Management Agency under FEMA Comprehensive Cooperative Agreement number _____. The contents do not necessarily reflect the views and policies of the Federal Emergency Management Agency."

Article XII. Amendments

- A. State-initiated changes in the Agreement shall be submitted in accordance with CPG 1-32, FEMA Financial Guidelines, and CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement.
 1. The approved statement of work must be revised within the general scope of the pertinent Annual Program Requirements Annex, along with written justification for the change.
 2. Changes to the budget are to be submitted as a revision of the data on the Budget Information forms used for the original budget estimate (SF 424A or 424C).

3. The FEMA Signatory Official uses the FEMA Form 76-10, Assistance Award/ Amendment, to offer proposed amendments to the State or to notify the State of approval of a State-initiated amendment.
 4. The FEMA Form 76-10 is also used to record and report all funding actions pertaining to the Agreement, and provides a summary of the status of funding as of the date of the most recent funding action.
- B. FEMA reserves the right to deobligate funds already made available to the recipient through this instrument.
1. This action may be necessary because of Federal funding cutbacks required by Federal deficit reduction legislation.
 2. All other remedies, however, will be exhausted before such deobligation is used.

Article XIII. Audit Provisions

The State is required to have an audit conducted in accordance with Public Law 98-502, the Single Audit Act of 1984.

- A. Implementation requirements of this law are established by the regulations in OMB Circular A-128 (and OMB Circular A-133, as appropriate).
- B. FEMA's implementing regulations appear at 44 CFR Part 14, Administration of Grants: Audits of State and Local Governments.
- C. OMB Circular A-128 provisions are set forth in Appendix A of 44 CFR Part 14.

Article XIV. Equal Opportunity in Preparedness

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

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

Article XV. Substantial Federal Involvement

The FEMA regional office is substantially involved in working with each State through its CCA from initiation to completion in:

- A. collaborating on development of statements of work;
- B. monitoring State performance to ensure timely, quality results;
- C. providing on-site visits, training, and technical assistance to States; and
- D. accepting or rejecting State work products or outputs.

The FEMA national office is substantially involved in establishing program and financial policies and in managing and coordinating overall CCA process procedures and information.

Article XVI. Interagency Coordination

- A. The State shall identify any Federal financial and technical assistance from a non-FEMA source which impacts on any FEMA-supported program.
- B. The State shall also explain any interrelationships between non-FEMA Federal sources and FEMA-supported programs on outputs or products being produced jointly.

- C. This information should be included by the State in the statement of work for any program to which it applies.
-

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

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

Article XVIII. Certification of Drug-Free Workplace

Each State is required to complete FEMA Form 20-9A to certify compliance with 44 CFR, Part 17, the regulations implementing the Drug-Free Workplace Act of 1988.

- A. The regulations require certification by the recipient, prior to award, that a drug-free workplace will be maintained.
- B. False certification or violation of the certification shall be grounds for suspension of payments or suspension or termination of CCA.
-

Article XIX. Restrictions on Lobbying

- A. The New Restrictions on Lobbying, 44 CFR, Part 18, (55 Fed. Reg. 6736, February 26, 1990), prohibits recipients of Federal contracts, grants, loans, or cooperative agreements from using appropriated funds for lobbying, that is, paying any person to influence or attempting to influence an officer or employee or any agency, a Member of Congress, an

officer or an employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 44 CFR Section 18.100(a).

- B. This regulation also requires that each person who requests or receives from any agency a Federal contract, grant, loan, or cooperative agreement disclose the payment of non-appropriated funds for the purpose of lobbying which would be prohibited if it were done with appropriated funds. 44 CFR Section 18.100(c).
- C. Each State which requests or receives a CCA shall:
 - 1. Certify that it has not made, and will not make, any payment prohibited by 44 CFR Section 18.100(a); and
 - 2. Disclose whether it has made or agreed to make any payment using nonappropriated funds which would be prohibited by 44 CFR Section 18.100(a) if made with appropriated funds.
- D. The forms for such certification and disclosure are set forth in Appendices A and B of 44 CFR, Part 18. The certification form (44 CFR, Part 18, Appendix A) provides, "The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers...and that all sub-recipients shall certify and disclose accordingly."

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

The Americans With Disabilities Act (P.L. 101-336) of July 26, 1990, amended the Federal Communications Act of 1934 to require closed captioning of all federally funded public service announcements (PSA'S) appearing on television. The relevant portion of the law states:

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

the licensee intentionally fails to transmit the closed caption that was included with the announcement".

Article XXI. Certification of Debarment or Suspension

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

- A. Submit, prior to award, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions which states that the applicant and its principals have not been debarred or suspended from participation in nonprocurement Federal programs.
- B. Not knowingly enter into any lower tier transaction with a sub-recipient who is debarred or suspended. A lower tier covered transaction under a grant or cooperative agreement includes nonprocurement transactions, procurement contracts for goods and services that equal or exceed \$25,000, and procurement contracts for goods and services regardless of amount, under which that person would have a critical influence or substantive control over that transaction. Such persons are principal investigators and providers of Federally-required audit services.
- C. Agree to require the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions, provided by FEMA, without modification, to lower tier covered transactions and in all solicitations for lower tier covered transactions.
- D. A recipient/subrecipient shall not knowingly do business with a person who is debarred or suspended, or with a person who is ineligible for or voluntarily excluded from transactions under Federal nonprocurement programs. Violations of this restriction may result in disallowance of costs, annulment or termination of award, issuance of a stop work order, debarment, or suspension. The Debarment and Suspension Certifications and requirements for primary and lower tier transactions are set forth in 44 CFR, Part 17.

EMA FUNDING REQUIREMENTS

STATE RESPONSIBILITIES

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

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

LOCAL RESPONSIBILITIES

Local emergency management agencies are responsible for:

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

ELIGIBILITY REQUIREMENTS

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

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

STATE ALLOCATIONS TO ELIGIBLE LOCAL GOVERNMENTS

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

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

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

EMA PERSONNEL COMPENSATION AND BENEFITS

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

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County FISCAL YEAR: FY94
 FUNCTION: Training and Exercise QUARTER: Basic

FUNCTION DEFINITION:

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

PURPOSE STATEMENT:

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

Training Program:

Activity #	Description	Qtr	Scheduled	Completed
1	Intro to ICS	1	10/93	
2	Intro to ICS	2	01/94	
3	ICS Operations	3	05/94	
4	Intro to ICS	3	04/94	
5	State Workshop - Penny Elected Official	3		
6	Intro to ICS	4	07/94	

Exercise Program:

Activity #	Description	Qtr	Scheduled	Completed
7	Functional Exercise - Major Notification (Alert) - Incident Management(D&C) - Public Information - Warning - Resource Management	1	11/94	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY94

FUNCTION: Planning

QUARTER: Basic

FUNCTION DEFINITION:

This function provides for the development and maintenance of the local jurisdictions emergency operations plan and any other related plans.

PURPOSE STATEMENT:

The purpose of this section is to develop a Planning strategy for your jurisdiction.

Activity #	Description	Qtr	Scheduled	Completed
1	Review & Update Public Information Guideline	1	12/93	
2	Develop Communications Guideline	2	03/94	
3	Develop Individual/Family Assistance Guideline	3	06/94	
4	Review & Complete Recovery Guideline	4	09/94	
5	Crosswalk of CPG 1-8	4	09/94	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT
EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY94

FUNCTION: Mitigation

QUARTER: Basic

FUNCTION DEFINITION:

This function relates to those predetermined preparedness measures which should be initiated to prevent or alleviate a specific threat.

PURPOSE STATEMENT:

The purpose of this section is to develop a Mitigation plan for your jurisdiction.

Activity #	Description	Qtr	Scheduled	Completed
1	Survey of four County Buildings for Seismic Risk	3	6/94	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY94

FUNCTION:

Survival Crisis Management

QUARTER:

Basic

FUNCTION DEFINITION:

This function includes the activities focused on maintaining the ability to survive and continuing to direct and control emergency operations and continuing to govern, regardless of the type and extent of the emergency. Developing a survivable communications system is an integral part of this function.

PURPOSE STATEMENT:

The purpose of this section is to develop a Survivable Crisis Management System for your jurisdiction.

Activity #	Description	Qtr	Scheduled	Completed
1	Purchase & Install 800 mhz radios in Emergency Center.	3	6/94	
2	Purchase & Install 800 mhz radios in Command Post	3	6/94	
3	Provide PC's for use in Emergency Center	3	6/94	
4	Remove & Install Underground Storage Tank for Emergency Center	3	6/94	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY94

FUNCTION: Public Relations

QUARTER: Basic

FUNCTION DEFINITION:

This function includes those activities which increase the ability of a jurisdiction to provide the community with public information as well as those activities which increase the general public's knowledge of emergency management.

PURPOSE STATEMENT:

The purpose of this section is to develop a Public Relations plan for your jurisdiction.

Activity #	Description	Qtr	Scheduled	Completed
1	Assist Red Cross in Promoting School Earthquake Program	2 & 3	5/94	
2	Develop and process Earthquake Proclamation for County	3	4/94	

Multnomah County Exercise Program

1994 - 1997

1994:

<u>Exercise Type</u>	<u>Scheduled</u>	<u>Hazard Type</u>	<u>Functional Areas to Test</u>
Functional Exercise	1st - 11/94	Nat Sec.	01. Major Notification (Alert) 03. Incident Management (D&C) 04. Public Information 11. Warning 10. Resource Management

1995:

<u>Exercise Type</u>	<u>Scheduled</u>	<u>Hazard Type</u>	<u>Functional Areas to Test</u>
Functional Exercise	1st - 10/95	Natural	11. Major Notification (Alert) 03. Incident Management (D&C) 04. Public Information 11. Warning 12. Effectiveness of Warning 02. Communications 07. Individual /Family Assistance 00. Evacuation & Shelter

1996:

<u>Exercise Type</u>	<u>Scheduled</u>	<u>Hazard Type</u>	<u>Functional Areas to Test</u>
Functional Exercise	1st - 10/96	Natural	11. Major Notification (Alert) 03. Incident Management (D&C) 02. Communications 07. Individual /Family Assistance 05. Recovery Management (Damage Assessment)

1997:

<u>Exercise Type</u>	<u>Scheduled</u>	<u>Hazard Type</u>	<u>Functional Areas to Test</u>
Full Scale	1st - 10/97	Technological	<ol style="list-style-type: none">01. Major Notification (Alert)02. Incident Management (D&C)11. Warning12. Effectiveness of Warning04. Public Information10. Resource Management08. Evacuation & Shelter (Public Safety)09. Public Works06. Health & Medical02. Communications07. Individual/Family Assistance05. Recovery Management (Damage Assessment)

Meeting Date: JUL 29 1993

Agenda Number: R-6

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with Oregon Department of Human Services, Office of Medical Assistance Programs

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Ratification of intergovernmental agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs. State will reimburse county for eligible services provided under the "Babies First! Targeted Case Management Program."

7/29/93 originals to Herman Beame

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 21 AM 10:21
MULTI-COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Billi Adgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: July 7, 1993

SUBJECT: Interagency Agreement with the Oregon Department of Human Resources,
Office of Medical Assistance Programs

Retroactive: County Counsel reviewed the boilerplate indemnity language in the original contract and requested that the state attorneys rewrite the indemnity language in manner acceptable to the county. The delay caused by rewriting and forwarding a new contract to the county has delayed execution of the contract.

Recommendation: The Health Department recommends County Chair approval and Board ratification of this Interagency Agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs for the period July 1, 1993, until terminated by any of the parties upon thirty days written notice.

Analysis: Services provided by the county under the "Babies First! Targeted Case Management Program" are eligible for reimbursement under the Oregon Medical Assistance program in cases where clients are Medical Assistance eligible. This agreement will clarify the procedures necessary to provide for the proper documentation, processing and payment of electronic claims prepared by the county and submitted to the state for reimbursement.

Background: The county has several other contracts with the Office of Medical Assistance Programs. The agreement was proposed by the state.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200274

Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>REVENUE</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>7/29/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
---	---	---

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Reimbursement to county for providing services under the "Babies First! Targeted Case Management Program." County will bill state electronically.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Human Resources Office of Medical Assistance Programs

Mailing Address 203 Public Service Bldg. Salem, Oregon 97310

Phone (503) 945-6735

Employer ID# or SS# _____

Effective Date July 1, 1993

Termination Date Upon (30) days notice by either party

Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ valid electronic claim Within 30 days of receipt of

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 7/13/93

Date _____

Date 7-20-93

Date July 29, 1993

Date _____

REQUIRED SIGNATURES:

Department Manager Billi Odgaard

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

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

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0755			2619			Requirements		
02.											
03.											

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

OMAP Contract #93-IGA-211

INTERGOVERNMENTAL AGREEMENT

between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY
entitled

BABIES FIRST! TARGETED CASE MANAGEMENT AGREEMENT

This contract is between the State of Oregon Department of Human Resources (DHR) and its Office of Medical Assistance Programs (OMAP), hereinafter called OMAP, and Multnomah County, hereinafter called Contractor.

1. EFFECTIVE DATE AND DURATION

This Contract becomes effective upon the later of July 1, 1993 or execution of the parties and approval by the Executive Department and shall continue until terminated by either or both of the parties.

2. RETIREMENT SYSTEM STATUS

Contractor is a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payments under this Contract. Contractor is also responsible for all benefit program contributions for its employees and subcontractors, agents, and officers that arise out of or under this Contract. These programs may include, but are not limited to: Federal Social Security Program, unemployment program, workers' compensation program, and Public Employees' Retirement System.

3. GOVERNMENT EMPLOYMENT STATUS

The funds to pay Contractor will be charged against federal funds. The Contractor hereby certifies that it is not currently employed by the Federal Government for the work being performed under this Contract.



Barbara Roberts
Governor

4. SOURCE DOCUMENT

Oregon Administrative Rules 410-138-000 through 410-138-100 governing the Babies First! Targeted Case Management Program dated July 1, 1991 and shown at Exhibit A or amendments to the rules in effect at the time of service delivery are hereby made a part of this Contract.

5. PURPOSE

Pursuant to OAR 410-138-000, Exhibit A, the Babies First! Targeted Case Management program reimburses counties for providing preventive Medicaid-covered services to all age groups identified in the rule in effect at the time of service who are at risk of poor health outcome as outlined in OAR 410-138-040, Risk Factors.

6. STATEMENT OF WORK

Contractor shall comply with all provider requirements outlined in OAR 410-138-060 contained in Exhibit A. Pursuant to this rule, Contractor shall provide a licensed registered nurse with one year of experience in community health, public health or child health nursing, or a registered nurse working under the supervision of the above. The nurse shall work under the policies and procedures and protocols of the State Title V Maternal and Child Health Program and Medicaid to provide the following services which are defined in OAR 410-138-020 (Definitions): assessment, case management, intervention, support and screening for the risk factors identified in OAR 410-138-040 (Risk Criteria).

7. DOCUMENTATION OF SERVICES PROVIDED

- a. Contractor agrees to provide documentation of the services provided for the Oregon Health Division on a monthly basis.
- b. Contractor agrees to submit claims pursuant to OAR 410-138-080, Billing Instructions, with sufficient documentation to be paid by OMAP through the Medical Management Information System for payment electronically, either through the Oregon Health Division or directly to OMAP. Required billing information shall include, but is not limited to, the following: appropriate service codes (CPT Codes), date(s) of service, Medical Assistance "prime number(s)" (unique eligibility number(s)) of the client(s) served, and Contractor's Medical Assistance provider number and performing provider number, if required.

8. PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED

- a. Upon receipt of a valid electronic claim from the Health Division or Contractor, OMAP agrees to pay Contractor at current Medicaid rates as stated in OMAP's General Rules for the services provided .
- b. OMAP agrees to process and pay Contractor for all valid claims, as defined in OMAP's General Rules, within 30 days of receipt of a valid electronic claim.
- c. OMAP agrees to provide Contractor with an invoice showing all payments to Contractor on a monthly basis. The invoice shall identify the total share of payments made under this Contract that are funded by federal financial participation (FFP) and the share paid with state funds (i.e., the non-federal portion of the payment).
- d. Contractor agrees to reimburse OMAP for the non-federal portion of the payment at the prevailing federal match rate, listed below or as modified by the Health Care Financing Administration through an amendment to this contract:

7/1/93-9/30/93	Federal = 62.39%
	Non-federal = 37.61%
10/1/93-9/30/94	Federal = 62.12%
	Non-federal = 37.88%
9/30/94-6/30/95	Federal = 61.87%
	Non-federal = 38.13%

- e. Contractor agrees to reimburse OMAP for the non-federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- f. Contractor certifies that funds used to pay the non-federal portion to OMAP are not federal funds and will not included as costs in any other program and billed to OMAP. For Contractors that are Federally Qualified Health Centers (FQHCs), Contractor agrees not to include the Contractor's share of the cost for the Babies First! program in the FQHC cost statement.

- g. Contractor agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting
Attention: Babies First! Program
Human Resources Building
500 Summer Street, NE - Fourth Floor
Salem, OR 97310-1015

9. **TRAVEL & OTHER EXPENSES**

Travel, and all other expenses, based upon appropriate state rates, shall not be reimbursed to the Contractor by OMAP and are not included in the consideration shown in 8.a. above.

10. **AMENDMENTS**

The terms of this Contract shall not be waived, altered, modified, supplemented, in any manner whatsoever, except by written instrument signed by the parties.

11. **SUBCONTRACTS & ASSIGNMENT**

Contractor shall not enter into any subcontracts for any of the work scheduled under this Contractor or assign or transfer any of its interest in this Contract, without the prior written consent of OMAP.

12. **DUAL PAYMENT**

Contractor shall not be compensated for work performed under this Contract by any other Agency of the State of Oregon.

13. **FUNDS AVAILABLE & AUTHORIZED**

OMAP certifies at the time the Contract is written that sufficient funds to finance costs of this Contract are included within OMAP's 1993-95 agency request budget.

Payments for any work performed on or after July 1, 1993, are contingent on the Oregon Legislative Assembly approving OMAP's appropriation, limitation or other expenditure authority in an amount sufficient to allow OMAP to continue to make payments to Contractor under this contract. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, OMAP may terminate this contract, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

14. TERMINATION

- a. This Contract may be terminated by mutual consent of both parties, or either party upon 30 days' notice, in writing, and delivered by certified mail or in person.
- b. The OMAP may terminate this Contract (in whole or any part) effective upon delivery of written notice to the Contractor, or at such later date as may be established by OMAP, in any of the following circumstances:
 - 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Contract may be modified or terminated to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way the services are no longer allowable or appropriate under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 3) If any license or certificate required by law or regulation to be held by Contractor to provide services required by this Contract is for any reason denied, revoked, or not renewed.

Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. OMAP or Contractor by written notice of default (including breach of contract) may terminate the whole or any part of this Contract:
 - 1) If OMAP or Contractor fails to perform the services within the time specified herein or any extension thereof; or,
 - 2) If the OMAP or Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice, fails to correct such failures within 10 days or such longer period as may be authorized.

The rights and remedies of OMAP and the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

15. NONDISCRIMINATION

The Contractor agrees to comply all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. In addition, Contractor shall comply with all of the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

16. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract. The Contractor specifically agrees that the provisions of ORS 279.312, 279.314, 279.316, and 279.320 shall govern performance of this Contract.

- a. ORS 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:
 - 1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- b. ORS 279.314 Condition concerning payment of claims by public officers.
 - 1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- 2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- c. ORS 279.316 Condition concerning hours of labor.
- 1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.
 - 2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.
- d. ORS 279.310 Conditions concerning payment for medical care and providing workers' compensation.
- 1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care other needed care and attention, incident to sickness or injury, to their employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
 - 2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.
- e. Recycling
- As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

17. COMPLIANCE WITH TAX LAWS

ORS 305.385(6) states:

"No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4)."

By signature on this Contract, Contractor hereby swears/affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

18. STATE WORKERS' COMPENSATION ACT

The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage.

19. SPECIAL FEDERAL REQUIREMENTS

Contractor must comply with the relevant parts of 45 CFR Part 74, Part 80, Part 84, Part 86, Part 90, Part 91, Part 92 and OMB Circulars A-128 or A-133 as appropriate, including:

- a. Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 1 CFR Part 60. All subcontract shall also comply with these provisions.
- b. Contractor shall maintain fiscal records and other records pertinent to this Contract. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. Contractor further agrees to provide access to any books, documents, papers and records of Contractor which are pertinent to this contract and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents. All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters. All subcontracts shall also comply with these provisions.

In addition, the Contractor and his agents, employees and subcontractors shall maintain all such records fully confidential. Such confidential status shall be in compliance with the requirements stated in 45 CFR 205.50 and 42 CFR 431 subpart F, and ORS 411.320.

- c. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165). All subcontracts shall also be in compliance with the foregoing.
- d. If the sum payable under this contract exceeds or may exceed \$100,000, the Contractor shall provide the State of Oregon a written assurance that the Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), and further, Contractor agrees to promptly report all infractions to the State of Oregon, to the Department of Health and Human Services, and to the U.S. Environmental Protection Agency. All subcontracts shall also be in compliance with these provisions.
- e. Contractor shall comply, at its expense, with all requirements under either OMB Circular A-128 or A-133 for audits of its operations.

20. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The Contractor certifies, to the best of Contractor's knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

21. DRUG FREE WORKPLACE ACT

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about --
 - 1) The dangers of drug abuse in the workplace;
 - 2) Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph a.
- d. Notifying the employee in the statement required by paragraph a. that as a condition of employment on such contract, the employee will
 - 1) Abide by the terms of the statement; and,
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- e. Notifying OMAP within 10 days after receiving notice under subparagraph d.2. from an employee or otherwise receiving actual notice of such conviction;
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988,

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs a. through f.

22. HOLD HARMLESS PROVISION

To the extent permitted by the Oregon Constitution, Contractor shall defend, save and hold harmless the State of Oregon, Office of Medical Assistance Programs and their officers, agents, and employees, from all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of Contractor or its agents or employees under this agreement. The provisions of the Oregon Tort Claims Act apply. This provision shall not require Contractor to defend or indemnify the State against any action based solely on the alleged negligence of the State.

23. ACCESS TO RECORDS

The OMAP, the Secretary of State's Office of the State of Oregon, the Federal Government, and all duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts.

24. SUCCESSORS IN INTEREST

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

26. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of the State to collect any payment due under this contract or to obtain performance of any kind under this Contract, Contractor agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

27. FORCE MAJEURE

Contractor will not be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond the contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

28. SEVERABILITY

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

29. WAIVER

The failure of the state to enforce any provision of a contract does not waive the state's right to enforce any other provision.

30. STATE TORT CLAIMS ACT

Contractor is not an officer, employee, or agent of the State or Agency as those terms are used in ORS 30.265.S

31. APPROVALS

State (Department of Justice and Executive Department) approvals are required before any work may begin under this contract.

32. EXHIBITS

Exhibit A is attached hereto and by this reference incorporated into this contract.

33. MERGER CLAUSE

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OR ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

34. CONTRACTOR DATA

NAME: MULTNOMAH COUNTY OREGON

ADDRESS: HEALTH DEPARTMENT, 426 S.W. Stark, Portland, Oregon (97211)

PHONE: 248-3056 FAX: 248-3407

CONTRACTOR'S FEDERAL TAX I.D. # 93-6002309

CONTRACTOR'S STATE TAX I.D. # 502083-5

CITIZENSHIP: Non-resident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership

Estate/Trust Corporation Public Service Corporation Governmental/Non-profit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance with the terms and conditions of this contract and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and hereby certify my business is a corporation or I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: *H.C. Miggins* July 29, 1993
Signature/Title Date

35. SIGNATURES

H.C. Miggins, Acting County Chair

CONTRACTOR

STATE OF OREGON
Office of Medical Assistance Programs
DEPARTMENT OF HUMAN RESOURCES

BY *H.C. Miggins*
Authorized Representative
H.C. Miggins

BY _____

Title: Acting County Chair

Title: _____

Date July 29, 1993

Date: _____

Reviewed by DHR Asst. Dir. _____

Reviewed by Contracts Mgr. _____

Reviewed for Legal Sufficiency *Colleen Brown 6/29/93*

Reviewed by Budget/Prog. Auth. _____

~~REVIEWED~~
By *H.H. Lazenby, Jr.*
MULTNOMAH COUNTY COUNCIL
H. H. Lazenby, Jr.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 29 1993

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with Oregon Adult and Family Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes or less

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

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

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification intergovernmental agreement with state of Oregon Adult and Family Services Division for the provision of health screening assessment services for refugees. The state will reimburse the county for services provided.

7/29/93 originals to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

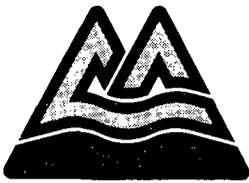
OR

DEPARTMENT MANAGER: *Bill Alderson*

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 21 AM 10:20
MULTIUMOUNTAIN COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H.C. Miggins, Acting County Chair
VIA: Bill ^{ok Bill} Odegaard, Director, Health Department
FROM: Tom Fronk, Business Services Manager, Health Department
DATE: July 12, 1993
SUBJECT: Refugee Health Screening Services Contract

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the state of Oregon Adult and Family Services Division for the period upon execution to and including September 30, 1994.

Analysis: The state requires health screening assessment services for individuals who meet the definition of a refugee under 101(a)(42) of the Immigration and Naturalization Act. The Multnomah County Health Department is prepared to provide the services as required. The county will provide the services to eligible refugees who reside in Multnomah, Washington, and Clackamas Counties. Multnomah County will enter into an intergovernmental agreement for the provision of the services in Marion County. Each county will document services provided and submit billings to Multnomah County. Multnomah County will be reimbursed by the state for all eligible services provided pursuant to the agreement.

Background: As of September 30, 1992, the contract between the Oregon Health Division and the state refugee program ended, which authorized the Health Division to disperse funds to cover costs related to refugee health screening services. The state Health Division has decided that any future funding made available for refugee health screening should be contracted directly with Multnomah County Health Department rather than the state Health Division.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200614

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>7/29/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p> <p><i>Reverme</i></p>
--	--	--

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract County will provide health screening assessment services for individuals who meet definition of a refugee under 101(a)(42) of the Immigration and Naturalization Act.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name State of Oregon Adult & Family Services Division

Mailing Address 500 Summer Street NE Salem, Oregon 97310-1013

Phone (503) 378-6142

Employer ID# or SS# _____

Effective Date Upon Execution

Termination Date September 30, 1994

Original Contract Amount \$ 665,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

- Lump Sum \$ _____ Due on receipt
- Monthly \$ itemized bill Net 30
- Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 7/13/93

Date _____

Date 7-20-93

Date July 29, 1993

Date _____

REQUIRED SIGNATURES:

Department Manager Billi Adigaard

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

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

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0411			2053		0304	Refugee Screening	\$665,000	
02.											
03.											

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

Client Services Contract

Refugee Health Screening Services

1. Parties.

This Contract is between the State of Oregon acting by and through its Adult and Family Services Division, hereafter called Division, and Multnomah County Health Services, hereafter called Contractor.

2. Purpose.

To provide health screening assessment services to an individual who meets the definitions of a refugee under 101(a)(42) of the Immigration and Nationality Act.

3. Contract Term.

The Contract becomes effective the later of July 1, 1993 or the date of approval for Legal Sufficiency by the Attorney General execution by the Parties and continues through the end of business on September 30, 1994.

4. Statement of Work.

The Contractor will perform, or ensure performance of Health Screening services to all individuals who meet the definitions of a refugee under 101(a)(42) of the Immigration and Nationality Act. These Health Screening services shall be performed as follows:

- a. Within one month of the arrival of a new arrival or secondary migrant refugee, the Contractor either directly or through qualified Subcontractors shall contact the refugee and establish an appointment for a Health Screening.
- b. The Contractor shall treat or ensure treatment of, all refugees that qualify for Health Screening Services. Refugee Program funded Health Screening Services may be provided only to refugees who are in the United States less than 91 days. The initial assessment must be completed by the 91st day.
- c. Contractor will provide, or ensure the provision of, the delivery of the following Refugee Health Screening Services:
 - (1) Physician services related to screening services.
 - (2) Radiology and pathology services related to the initial screening and assessment.

- (3) Immunization, and treatment drugs.

For the following Services:

- (1) Tuberculosis
 - (2) Malaria
 - (3) Hepatitis B
 - (4) Enteric disease caused by ova and parasites
 - (5) Anemia/Malnutrition
 - (6) And one or more of the following if the refugee Contractor or a Subcontractor determines that there is a need to assess:
 - (A) Sexually transmitted disease
 - (B) Pregnancy
 - (C) Visual impairment
 - (D) Hearing impairment
 - (E) Acute or chronic otitis
 - (F) Dental problems
 - (G) Mental/emotional problems
 - (H) Other health conditions discovered during the assessment, and considered to be personal health problems.
- d. Interpretation services shall be made available by the Contractor, or Subcontractor to all refugees who received Health Screening Assessment services.
 - e. Health assessment records shall be maintained in a manner to provide for confidentiality of the patient, and their assessment record, yet allow for the Contractor and the State Refugee Program Office to track Health Screening Assessment data.
 - f. Contractor, or Subcontractor will treat, and ensure that treatment is performed for all communicable diseases discovered in health screening.
 - g. Refugees with personal health problems should be referred to Contractor's other health department services or private medical providers.

The Contractor shall enter into a Subcontract with Marion County for the provision of services outlined in this Contract. All other Counties in Oregon shall be mailed a

notice of availability of Refugee Health Screening Services; reimbursement methods for services performed; data collection system and other data required for them to perform the duties required under the Contract. The Marion County Contract and the county notices shall be issued immediately after contract execution and all contract executions completed within 45 days of the effective date of this Contract.

The Contractor shall monitor performance and expenditures under all Subcontracts in order to ensure the meeting of agreed-upon work objectives, and to assure the expenditures and claiming of funds for services are allowable under the federal regulations and this Contract.

The Contractor shall complete, or ensure completion of, a Refugee Health Assessment Form for each individual who is provided Health Screening services, or for each individual in which the screening was not completed. This document shall be reviewed, and routed to the Division within 15 working days of the completion of the screening. The Contractor is responsible for all training and other Administrative duties with Subcontractors on the completions of the assessment form.

5. Amendments.

The terms of this contract shall not be waived, altered, modified or supplemented, except by a duly executed amendment. Any amendments to this Agreement shall be effective only when they are reduced to writing and duly signed by both parties and the Approval Authorities. During the period of amendment negotiation and amendment processing, the Contractor shall be bound by the existing terms of the Contract.

6. Consideration and Billings.

a. Budget:

The total sum payable under this Contract shall not exceed \$665,000, and is further limited to the Budget below:

- (1) The Contractor shall provide all eligible refugees that reside in Multnomah, Washington and Clackamas Counties Refugee Health Screening Services. The budget for these services shall not exceed \$500,000 during the term of this contract.
- (2) The Contractor shall be reimbursed for payments made under agreements between the Contractor and their Subcontractors when the Subcontractors have provided the required refugee health screening services in counties other than Multnomah, Washington, and Clackamas. The Counties shall be reimbursed up to \$250 per refugee for health screening services. These sums authorized shall not exceed the aggregate sum of the individual requests and are further limited to those sums allowable under regulation. These sums are:

County Maximum Sum Payable

Marion	\$100,000
Other Counties	<u>\$ 50,000</u>
Total	\$150,000

- (3) The Contractor shall be reimbursed on cost reimbursement basis for the Administrative services necessary for contracts, fiscal and data controls for health screening provided services outside of the Contractor's jurisdiction. The maximum sum authorized for these Administrative services is \$15,000.

b. Billings

- (1) The Contractor shall provide Division monthly signed and itemized invoices in the form prescribed by the Division, for services performed under this Contract. The invoices for work provided by Subcontractors shall be itemized by each county, and shall include the cost per health screening provided by the county.

The Contractor shall bill their costs in equal monthly installments. These monthly invoices shall reach the Division by the 20th of the month following the invoiced service month. If the 20th falls on a Saturday, Sunday, or holiday, invoices shall be submitted no later than the Friday preceding the 20th of the month. Any billings received after the 25th of the month may be held, at the discretion of the Division, for the next month billing cycle.

Signed itemized invoices are required as support to all subcontract costs invoiced on the Contractor billings. The completion of a Refugee Health Assessment Form is required on all individuals served, prior to payment of subcontractor invoiced costs.

Division reserves the right to have the Contractor submit written documentation in support of its invoices. Division shall specify which invoiced items, if any, require such documentation as a condition of payment. Any questioned item shall be severed from the invoice and not paid until the issue is resolved. The remaining balance of the invoice shall be paid in accordance with the terms of this Contract.

- (2) The final billing invoice for project expenditures and a final accounting of all earned income and interest shall be no later than 30 days after the close of the project. Final close-out billing for the Contract must reach the Division by October 31, 1994.

c. Other Costs

- (1) Revenue

Any project, purchase of service, or other task outside of this Contract which will be performed for a fee or reimbursement by the Contractor and which

utilize personnel, space, or equipment that were intended for or would otherwise be used in performance of objectives and requirements under this Contract, must be prior approved by the Division in writing. Funds received in payment shall be used to offset expenses stated in the approved Proposal Budget of this Contract and shall be accounted for and credited to this Contract and clearly identified as such in the invoices submitted for payment.

(2) Dual Payment.

Contractor shall not be compensated for work performed under this Contract by any other Department of the State of Oregon or by the Federal Government or by any other party.

- d. Contractor shall not exceed, and Division will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the Amendment.

7. Contract Monitoring and Auditing:

- a. The Division, or its representative, may perform such evaluations, monitoring, and auditing activities, including the making of copies and excerpts, which the Division, in its sole discretion, may determine are pertinent to the Contract. Division, or its representative, may (but are not required to) provide written notice in advance of evaluation, monitoring, or auditing activities. The Contractor shall cooperate fully with all such evaluation, monitoring, and auditing, and shall permit access to all records and to staff of the Contractor or any subcontractor. The State of Oregon and any federal agency having an interest in the subject of this Contract shall have the same rights conferred under this section. Failure by Contractor to cooperate and participate in a monitoring or auditing may result in withholding of funding, financial penalties, or at the discretion of the Division, termination of the Contract.
- b. Any monitoring, evaluations, or audits are solely for the benefit of the Division and not for the benefit of Contractor. Contractor may not rely on any absence of monitoring, evaluation, or audits, or the presence or absence of any informal comment regarding Contractor's performance as a basis for failing to comply with its duties under this Contract. The Division will make all of its official reports and observations on Contractor's performance by way of a formal written document that has been signed by the State Refugee Monitor.
- c. In the case of an audit finding requiring a disallowance:
- (1) The Contractor shall immediately pursue an effective course of action designed to obtain relief from the disallowance. If the disallowance is not attributable to any instance arising under this Contract, the Contractor shall follow, without question or hesitation, all Division instructions.
 - (2) In the event the grantor or Division finds the Contractor has not followed the applicable federal regulations or has failed to meet its obligations under this

Contract, the Division may commence such remedial action as it reasonably believes is appropriate.

- d. Contractor and all Subcontractors shall comply, at their expense, with all requirements under either OMB Circular A-128 or A-133 for audits of its operation.

8. Insurance.

- a. Workers' Compensation Coverage

The services rendered under this Contract are those of an independent contractor. The Contractor, its subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all of their subject workers.

- b. Hold Harmless Provision

To the extent permitted under Article XI, Section 10 of the Constitution of the State of Oregon, Contractor shall indemnify, defend, and hold harmless the State of Oregon and its officers, agents, and employees from all claims, law suits, and judgments of whatever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this Contract. This provision shall not require the Contractor to defend or indemnify the State against any action based solely on the alleged negligence of the State.

- c. State Tort Claims Act.

Contractor is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.

9. Retirement System Status.

Contractor is a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payments under this Contract. Contractor is also responsible for all benefit program contributions for its employees and subcontractors, agents, and officers that arise out of or under this Contract. These programs may include, but are not limited to: Federal Social Security Program, unemployment program, workers' compensation program, and Public Employees' Retirement System.

10. Government Employment Status.

- a. This payment is to be charged against Federal Funds. The Contractor certifies that it is not currently employed by the Federal Government, or any other party, to provide the services required under this Contract.
- b. Contractor certifies that it is not an employee of the State of Oregon.

11. Administration.

a. Interagency Agreements.

Division requires Contract to be established between Contractor and Subcontractors counties and reserves the right to establish required formats and time frames for performance.

b. Program Coordination With Other Service Organizations.

Contractor shares the common goal of assisting refugees to achieve economic self-sufficiency while facilitating the refugees' integration in to American society. Contractor affirms the commitment to collaboration and coordination with refugee serving organizations and agrees to:

- (1) To the extent permitted by the requirements for confidentiality of client information and records, share information about refugee clients, needs and concerns and remove barriers for information sharing whenever possible;
- (2) Identify and act on opportunities to eliminate duplication of services and maximize resources to enhance services to refugees;
- (3) Provide Division with timely and accurate information about refugee program services, needs, concerns and issues;
- (4) Resolve conflicts and/or differences between refugee serving organizations, and utilize the Division if resolution can not be reached.

Any failure by Contractor to facilitate coordination with other refugee serving organizations may result in termination of the Contract or withholding of funding until resolution is reached.

c. Subcontracts

Except as specified in the Contract, Contractor shall not enter into any subcontracts for any of the work to be performed under this Contract or assign or transfer any of its interest under this Contract, without the prior written consent of the Division.

12. Appeals.

a. Contractor Appeal.

If the Contractor is not satisfied with the results of a Contract amendment or other stipulation or situation regarding Contract requirements, a written appeal which requests specific relief will proceed as follows:

- (1) To the State Refugee Coordinator, and if not resolved at this level;

- (2) To Income Maintenance Section Manager of Adult and Family Services Division, and if not resolved at this level;
- (3) To Administrator of Adult and Family Services Division. The decision of the Administrator shall be final and binding.

b. Participant Appeal.

Contractor shall have in place a system through which participants receiving services under this Contract may present grievances. The Contractor will advise participants of this right, and will also advise applicants and participants of their right to appeal a denial or exclusion from the program, or failure to recognize a client's choice to be served and their right to a fair hearing. When such advice is provided, it will be documented in writing, signed by the participant and retained in the participant file.

- c. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Contract.

13. Funds Available and Authorized.

Division certifies at the time the Contract becomes effective that sufficient funds will be available and authorized for expenditure to finance costs of this Contract within the Division's current appropriation or limitation. Continuation of services beyond the limitation is contingent on renewed authority, and continuation of services after the end of the fiscal period (June 30, 1995) is contingent on receipt of Legislative authority to continue this project.

14. Special Federal Requirements.

- a. Compliance with Regulations - 45 CFR, Parts 74, 76, 80, 83, 84, 85, 86, 90, 91 and 93.

Contractor must comply with the relevant parts of 45 CFR, Parts 74, 76, 80, 83, 84, 85, 86, 90, 91 and 93. In addition:

- (1) Contractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR Part 60.
- (2) Contractor shall maintain fiscal records and other records pertinent to this Contract. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. Contractor further agrees to provide access to any books, documents, papers, and records of Contractor which are pertinent to this Contract and, further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three years following final payment and conclusion of all pending matters.

Contractor shall comply with all federal and state laws regarding disclosure of information concerning applicants for and recipients of public assistance including, but not limited to those persons applying for or receiving Aid to Families with Dependent Children, Medicaid, JOBS, Refugee Assistance, and Food Stamp programs.

The Contractor and its agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant unless such disclosure is directly related to the administration of the program and then only to the extent permitted under QRS 411.320, 7 CFR 272.1(c), 45 CFR 205.50 or 42 CFR 431 subpart F, as applicable.

Contractor shall limit access by its agents, employees, subcontractors and all other persons, to information contained on the Department of Human Resources central computer system, and all other computer systems having access to Department of Human Resources client files, to that information necessary for Contractor to perform its duties under this Contract.

Prior to providing any employee, agent, subcontractor or other person access to its computer system or to any computer system containing Department of Human Resources client information, Contractor shall take all reasonable measures to ensure the person will comply with the confidentiality requirements of this Contract and obtain a written agreement under which the person agrees to comply with all federal and state laws regarding the disclosure of such information, the requirements of this Contract, and that the person will access only that information required for the person to carry out duties assigned to the person under this Contract. Contractor shall use a copy of the document attached hereto as Attachment A for this purpose. Contractor shall maintain for not less than five years the original agreement signed by its employees, agents, subcontractors or other persons subject to this provision and shall make the agreements available to Division upon Division request.

Contractor shall promptly notify Division of all instances in which the requirements of the foregoing provision on confidentiality is breached.

Contractor shall establish the requirements of the foregoing provision on confidentiality in all subcontracts and shall require all subcontractors to comply with these provisions.

- (3) Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL94-163).

- (4) The sum payable under this Contract exceeds \$100,000, and by execution of this Contract, Contractor hereby provides the State of Oregon a written assurance that the Contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15), and further, Contractor agrees to promptly report all infractions to the State of Oregon and to the U.S. Environmental Protection Agency.
- (5) All Subcontracts shall also be in compliance with the provisions of this subsection.

b. Refugee Program Regulation:

The Contractor shall comply with all federal regulations that are contained within 45 CFR Part 400 as well as the federal regulations for the administration of grants, civil rights programs, equal employment opportunity programs and access to employment and programs by persons with disabilities. Contractor shall also meet all regulations covering access to employment and program benefits for all persons irrespective of their national origin and ethnic background.

Contractor compliance with these regulations must follow through to all levels of subcontracting.

c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

By execution of this Contract, Contractor hereby certifies:

- (1) Neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor is unable to certify to any of the statements in this certification, Contractor shall have attached an explanation to this Contract.
- (3) This certification is a material representation of fact upon which the Division relied when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Division or the Federal Government, or both, may pursue available remedies, including suspension and/or debarment.
- (4) Contractor shall provide immediate written notice to the Division if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 45 CFR Part 76. Upon request, the Division will provide a copy of those regulations or the definitions.
- (6) Contractor shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Division.
- (7) Contractor will include this subsection titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Division, the Division may pursue available remedies, including suspension and/or debarment.

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

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

d. Drug-Free Workplace Certificate.

The Contractor certifies that it will or will continued to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee be given a copy of the statement required by paragraph (1).
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (5) Notifying the Division and the federal grantor agency in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

e. Restrictions on Lobbying.

Contractor, by execution of this Contract, certifies, to the best of Contractor's knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the contract, grant, loan, or cooperative agreement, Contractor shall complete and submit the Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

If instructions do not require filing the form with the Division, and as a material condition of this Contract, Contractor shall then also file a copy of the Standard Form-LLL with the Division. This filing shall occur at the same time as the filing in accordance with the instructions.

- (3) The Contractor shall include the language of this certification in all subcontracts at all tiers and require the subcontractors to certify and disclose accordingly.
- (4) Contractor understands this certification is a material representation of fact upon which the Division has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by section 1352, title 31, U.S. Code, for entering into required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.
- (5) All subcontracts shall also be in compliance with the provisions of this Contract subsection.
- (6) Contractor shall be solely responsible for all liability arising from a failure to comply with this provision and shall indemnify the State for any damages suffered by the State as a result of failure to comply with the terms of this provision.

f. Copyrights.

Material produced under this Contract may be copyrighted, however, prior approval of the Division is required. Additionally, both the Division and federal government are entitled to royalty-free, nonexclusive and irrevocable right to use without permission of the Contractor as specified in 45 CFR 77.44.

15. Venue

This Contract shall be construed in accordance with the laws of the State of Oregon. In the event litigation is entered into, the action must be commenced in the Circuit Court of Oregon for the County of Marion.

16. Waiver.

The failure of the Division to enforce any provision of this Contract shall not constitute a waiver by the Division of that or any other provision.

17. Severability.

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

18. Termination.

This Contract may be terminated under any of the following conditions:

- a. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.
- b. The Division may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:
 - (1) If the Division funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the Contract may be modified to accommodate a reduction in funds.
 - (2) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Contract.
 - (3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

- c. Any such termination of this Contract shall be without prejudice to any obligations, rights, or liabilities of either party already accrued prior to such termination.
- d. The Division, by written notice of default (including breach of Contract) to the Contractor, may terminate the whole or any part of this Agreement:
 - (1) If the Contractor fails to satisfactorily provide services called for by this Contract within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to satisfactorily perform any of the provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the Division, fails to correct such failures within 10 days or such longer period as the Division may authorize.
- e. The rights and remedies of the Division provided in the above clause related to defaults (including breach of Contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. If at any time, including during the course of a program review or audit, it is determined that service or financial records have been falsified, the State Refugee Coordinator shall direct the Contractor to take appropriate steps to remedy the matter. If a satisfactory remedy is not reached, the State Refugee Coordinator may terminate the entire or any part of this Contract. Any termination under this provision shall retain all rights of Division to redress, including, but not limited to, civil and criminal prosecution.

19. Compliance with Applicable Laws

Contractor shall be in full compliance with all federal, state and local laws, rules and regulations applicable to this Contract. Included within these laws, but not restricted solely to this listing, are the mandatory provisions of ORS 279.312, 279.314, 279.316, 279.320, 279.555, and ORS Chapter 657.

Contractor shall use recycled and recyclable materials to the maximum extent feasible in performing the requirements of this Contract.

20. Merger Clause.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES HAVING READ THIS AGREEMENT, UNDERSTANDING IT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

21. Contractor Data.

NAME: _____
ADDRESS: _____
AUTHORIZED OFFICIAL: _____
TITLE: _____

Signatures:

CONTRACTOR by and through
authorized official

By: *H.C. Miggins*
H.C. Miggins, Acting County
Chair
Date: July 29, 1993

STATE OF OREGON by and through
its Adult and Family Services Division

By: _____
Administrator
Date: _____

REVIEWED

IMS Section Manager
Date: _____

State Refugee Coordinator
Date: _____

AFS Contracts Manager
Date: _____

REVIEWED:
LAURENCE B. KRESSEL, County Counsel
for Multnomah, Oregon
By: *L. B. Kessel*
H. H. Lazenby, Jr.
Date: 7: 20-57

APPROVED FOR LEGAL SUFFICIENCY

BY: _____
Assistant Attorney General
Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 7/29/93
DEB BOGSTAD
BOARD CLERK

Attachment No. 2
(NON-PERS MEMBER)
PERSONAL/PROFESSIONAL SERVICE CONTRACT

COMPLIANCE WITH APPLICABLE LAW

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the contractor shall use, to the maximum extent economically feasible, recycled paper.

MEETING DATE: JUL 29 1993

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of a Grant Application with the US Department of Education

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 29, 1993

Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services **DIVISION:** Mental Health, Youth, and Family Services

CONTACT: Dennis Adams **TELEPHONE #:** 248-3658 x6438
BLDG/ROOM #: 160/6th Floor

PERSON(S) MAKING PRESENTATION: Dennis Adams/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Approval of a Notice of Intent for the Mental Health, Youth, and Family Services Division, Developmental Disabilities program to apply for a US Department of Education Grant. The award will be effective October 1, 1993 with annual amounts of \$200,000 to \$600,000 for a period of up to 5 years to demonstrate ways to increase client choice in the rehabilitation process.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nelson / PB

CLERK OF COUNTY COMMISSIONERS
1993 JUL 20 AM 11:2
MULTI-COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: H. C. Miggins
Acting Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services *GN*

FROM: Gary Smith, Director *GS*
Mental Health, Youth and Family Services Division

DATE: July 14, 1993

SUBJECT: Application for US Department of Education Grant

RECOMMENDATION: That the Chair and the Board of County Commissioners approve a Notice of Intent for the Mental Health, Youth and Family Services Division, Developmental Disabilities program to apply for a US Department of Education Grant.

ANALYSIS and BACKGROUND: The grant is available through the Office of Special Education and Rehabilitation Services (OSERS) with applications due July 30, 1993. It is anticipated that there will be 12 awards made, effective October 1, 1993, with annual amounts of \$200,000 to \$600,000 for a period of up to 5 years.

This grant will provide financial assistance for projects that demonstrate ways to increase client choice in the rehabilitation process, including choice in selecting vocational goals and objective, services to achieve those objectives and providers of services, in the belief that this will improve the quality of the rehabilitation process for eligible individuals with disabilities.

The majority of funds, if grant is awarded to Multnomah County, will be passed through to subcontract agencies. County indirect costs are recoverable from the grant and no County match is required.

Attached is a brief description of the grant requirements and goals. If you would like additional information or have any questions regarding the grant application, please contact Dennis Adams, Developmental Disabilities Program Manager at 248-3658, ext 6438.

Attachment

(07149301/kt)

AN EQUAL OPPORTUNITY EMPLOYER

July 14, 1993

Applicant: Department of Social Services
Division of Mental Health, Youth, and Family Services
Developmental Disabilities Program

Grant Application: US Department of Education, OSERS Competition, "New Application for Grants Demonstration Projects to Increase Client Choice"
CFDS Number: 84.235D

Closing Date: July 30, 1993

Purpose of the Grant: Demonstrate ways to increase client choice in the rehabilitation process, including selecting vocational goals and objectives, services, and providers...in the belief that this will improve quality of the process.

Range of Awards: \$200,00 to \$600,000. Average size \$475,000 (12 awarded). Reimbursement basis.

Length: Up to 60 months awarded for next fiscal year (October 1, 1993).

County Indirect Costs: Will be included in grant at .7%.

Match: County match is not required.

Federal Contact: Eunice Fiorito (202) 205-8355.

FEATURES INCLUDED IN RFP

1. All projects must demonstrate ways to increase the choices available to clients in selecting goals, services, and providers.
2. Plan must describe a satisfactory system for conducting vocational assessment to ensure that a full range of vocational goals is considered.
3. Plan must describe the manner in which we provide information necessary to make INFORMED choices in selecting goals, services, and providers.
4. Plan requires participation of family, guardians, advocates, or other representatives, if the client elects.
5. RFP uses the Rehab Act 7(15)(A) to define what is meant by "severe disability".
6. OSERS is very interested in projects that will address needs of members of racial or ethnic minority groups.
7. At least 80% of the funds awarded SHALL be used for direct services, as specifically chosen by eligible clients.
8. "Eligible Clients" means an individual with a disability who is not currently receiving services under an individualized written rehab program established through a designated State unit.
9. Employment outcomes mean ANY type of gainful work.
10. Individuals with disabilities must be involved in the development of the project.

JUL 29 1993

MEETING DATE: _____

AGENDA NO: LC-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15616.

Deed D940908 and Board Orders attached.

7/29/93 originals to Bev-tax file

1993 JUL 29 AM 8:36
MULTI-COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940908 Upon Complete Performance of) ORDER
a Contract to) 93-271
GEORGE L. LA DU)
and DOROTHY M. LA DU)

It appearing that heretofore, on September 13, 1991, Multnomah County entered into a contract with GEORGE L. LA DU and DOROTHY M. LA DU for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

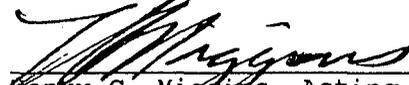
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

GAY TRACT
LOT 16, BLOCK 6; INC PT VAC ST, LOTS 17 & 18, BLOCK 6

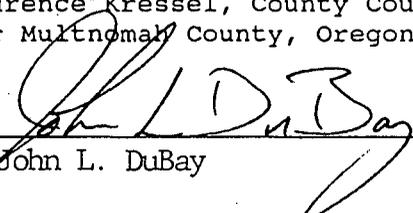
Dated at Portland, Oregon this 29th day of July, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins, Acting County Chair
Multnomah County

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

By 
John L. DuBay

DEED D940908

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GEORGE L. LA DU and DOROTHY M. LA DU, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

GAY TRACT

LOT 16, BLOCK 6; INC PT VAC ST, LOTS 17 & 18, BLOCK 6

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,944.90.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

2311 N BLANDENA
PORTLAND OR 97227

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 29th day of July, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Higgins
Henry C. Higgins, Acting County Chair
Multnomah County

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

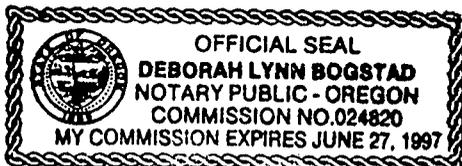
DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

John L. DuBay
John L. DuBay

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 29th day of July, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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